The Connecticut General Assembly

Joint Committee on Legislative Management

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John McKinney, *Senate Minority Leader*

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Executive Director

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Speaker of the House

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REQUEST FOR PROPOSAL:
SECURITY TECHNICIAN UNIFORM RENTAL AND CLEANING SERVICES

CONTRACT #:	**JCLM15REG0001**		
RFP ISSUANCE DATE:	**June 20, 2014**		
PROPOSAL DUE DATE:	**July 22, 2014**	**TIME:**	**12:00 pm (noon)**

<u>Please note</u>: Proposals must include the label below on the outside of the shipping envelope. Proposals submitted without this label are subject to disqualification:

SEALED PROPOSAL TITLE - REQUEST FOR PROPOSAL	Security Technician Uniform Rental and Cleaning Services
CONTRACT ID:	JCLM15REG0001
DEADLINE FOR RECEIPT:	12:00 noon on July 22, 2014
CONTACT NAME:	Rachel A. Bishop

Suite 5100 * Legislative Office Building * Hartford, CT 06106-1591 * (860) 240-0100 * fax (860) 240-0122 * jclm@cga.ct.gov

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PART A CONTRACT INFORMATION

A.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 JCLM, on behalf of the CGA, is seeking a Respondent to provide uniform rental and cleaning services for the security technicians of the State Capitol Police Department (SCPD).

A.2 Official Agency Contact Information

Mail: Attention: Rachel A. Bishop
CGA Contracting Group
Office of Legislative Management
Legislative Office Building, Room 5100
300 Capitol Avenue
Hartford, CT 06106

Email: CGAContracting@cga.ct.gov

Telephone: (860) 240 – 0100 **Fax**: (860) 240 – 0122

A.3 Term of Contract

The term of the Contract resulting from this RFP shall commence upon its date of execution and end upon a 5-year period, with the option to extend this Contract up to an additional one year upon mutual agreement of both parties.

A.4 Terms and Conditions

The terms and conditions that apply to this RFP and resulting Contract are included in Attachment K.

PART B SCOPE OF WORK

B.1 Project Scope

The awarded Respondent shall perform the following work upon contract award:

(a) Provide rental uniforms for the security technicians of the State Capitol Police Department (SCPD) per the following specifications:

i. **Blazers**: Single-breasted tropical, 55% Dacron/45% Wool tropical fabric with single vent in rear, two inside pockets, brass button on cuff and two buttons on front, with inserted breast pocket, two-sided inserted pocket with flap, fully lined;
ii. **Trousers**: 55% Dacron/45% Wool, 3-ply tropical, pleated or plain front, hemmed to proper length. Color: Bankers Gray and/or Navy Blue;
iii. **Ladies slacks**: 55% Dacron/45% Wool tropical, with two pockets, belt loops, pleated. Option: Unpleated;
iv. **Long-sleeved shirts** (Men's' & Ladies'): Oxford button-down, one pocket, fabric 60% Cotton/40% Polyester. Colors: White, Light Blue, Solids. Machine washable;
v. **Ladies long-sleeved winged lapel blouses**: Fabric 65% Polyester/35% Cotton. Color: White;
vi. **Short-sleeved shirts** (Men's' & Ladies'): Oxford button-down, one pocket, fabric 60% Cotton/40% Polyester. Colors: White, Light Blue, Solids. Machine Washable; and
vii. **Dress tie**: Clip-on, repetitive stripe navy/burgundy/white.

NOTE: The fabric in the tropical blazer, trousers, and slacks must be the standard military grade 3-ply 55/45, 11.5 oz. Dacron wool tropical. All items shall be available in men's and ladies' sizes and styles. Substitutions are not acceptable and will result in proposal rejection.

Prior to awarding the contract, the CGA will request uniform samples for approval. Uniform samples must have factory tags in place.

(b) **Product Identification**: Respondents shall identify the brand or trade name of each product being proposed, or, if that information is not available, the name of the producer or manufacturer of such product.

(c) **Quantities**: Below are the expected quantities for each security technician, and Respondents should submit pricing based on these quantities. Respondents may submit alternative quantities and pricing for the CGA's consideration as long as the Respondent still submits pricing for the quantities below:

2 blazers
3 trousers/slacks
4 long-sleeved shirts/blouses
4 short-sleeved shirts
1 dress tie

The CGA shall only be charged for individual garments being leased at any given time.

(d) **Issuance of Clothing**: All clothing and replacements shall be new and issued as requested by the CGA. The CGA may order and shall receive at its request, replacement garments as often as necessary to ensure proper appearance and fit. The SCPD will be responsible for making the determination that a garment requires replacement and the awarded Respondent shall comply with such request at no additional cost. All garments to be returned to the awarded Respondent shall be picked up by the awarded Respondent in Room 1200 of the Legislative Office Building. The awarded Respondent shall exchange garments as required in the event of personnel turnovers.

(e) **Delivery**: Deliveries shall be made on Tuesdays and Thursdays during the normal operating hours of the Legislative Office Building, which are Monday through Friday, 8:00 a.m. to 5:00 p.m. On a holiday week, the cleaning service provider shall schedule its site visit one business day prior to its normally scheduled visit. The awarded Respondent shall carry inventory sufficient to properly execute all terms of delivery. New orders shall not exceed a two-week delivery. The awarded Respondent shall be responsible for the delivery of material to the CGA's satisfaction.

(f) **Cleaning Specifications:** The awarded Respondent shall coordinate its services with a cleaning service provider throughout the term of the awarded contract. In their Proposal, Respondents shall identify the cleaning service company they will work with, which will be a subcontractor for this project. Uniforms shall be delivered and picked up from the site twice a week by this cleaning service provider. Cleaning service shall include dry cleaning, washing, and pressing. Each garment shall be inspected and pre-spotted before it goes into either the dry cleaning solution (trousers and slacks) or washer (shirts). Each garment shall be individually pressed. Press heads shall be changed regularly to avoid pressing wrinkles. The chemicals shall be purified and changed regularly. The security technicians' career apparel garments shall not be combined with heavily soiled and/or industrial work garments. No odor or residue shall remain on the garment after processing. The cleaner shall have a seamstress available who shall be responsible for minor repairs to the garments during the cleaning process.

(g) **Fittings**: At the start of the awarded contract term, the awarded Respondent shall provide a responsible representative to visit the SCPD to measure the security technicians to determine the size of uniforms to be ordered. This service must be provided as necessary throughout the term of the awarded contract. Any improper fitting garments shall be promptly replaced at no charge.

At the time of contract award, there are expected to be 22 security technicians in the employ of the SCPD. This number may change during the course of the awarded contract.

The awarded Respondent shall be available as deemed necessary by the CGA or its agents to cover fittings, garment returns, billing, or any other service requirements which may arise from the awarded contract.

B.2 Procurement Schedule

This Request for Proposal (RFP) is posted on the portal website which can be found at the following address: http://www.biznet.ct.gov/scp_search/BidResults.aspx?groupid=128.

B.2.1 Issue the RFP

The RFP will be issued by June 20, 2014.

B.2.2 Deadline for Questions
All questions must be submitted in writing by July 3, 2014. These submissions must be sent via email to CGAContracting@cga.ct.gov or addressed to the attention of CGA Contracting Group at the Office of Legislative Management, Legislative Office Building, 300 Capitol Avenue, Room 5100, Hartford, CT 06106-1591.

B.2.3 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 July 9, 2014.

B.2.4 Proposal Delivery
All sealed Proposals must be delivered by 12:00 noon on July 22, 2014, to the CGA Contracting Group at the Office of Legislative Management, Legislative Office Building, 300 Capitol Avenue, Room 5100, Hartford, CT 06106-1591.

Prior to submitting a Proposal, each Respondent shall examine the RFP and may visit the site of the work. Each Respondent shall fully inform itself prior to submitting the Proposal as to the existing conditions and limitations under which the work is to be performed, and shall include in its 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 Respondent because of lack of such examination or knowledge. The submission of a Proposal will be considered conclusive evidence that the Respondent has made such an examination.

B.2.5 Presentations
Respondents submitting Proposals may be contacted for a time to make a presentation, provide an overview of their written Proposal, answer questions, and/or provide clarifications.

B.2.6 Contract Award and Process
All Respondents will be notified of the Contract award once approved by Legislative Leaders.

PART C PAYMENT TERMS

C.1 Compensation Amount
Respondents' completed Pricing Page (Attachment A) shall reflect all costs for rental, cleaning, repairs, transportation, and delivery. Any payment discount shall be reflected on the Pricing Page (Attachment A). The CGA will make payments based on the per-person, per-week fee. No reimbursements shall be made for travel unless specifically stated in your Contract.

Payments shall be made by the CGA in arrears within forty-five (45) 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 good or services have been received.

C.2 Invoice Guidelines

(a) A properly prepared invoice shall include: the purchase order number; invoice date; invoice number; number of security technicians currently being uniformed; the per-person, per-week rate; and the coverage dates. All invoices shall reflect the lines on the signed purchase order.

(b) The CGA 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 on a monthly basis, with each invoice covering as many weeks as there are Mondays in that month.

PART D PROPOSAL REQUIREMENTS

D.1 Response Documentation Required
Respondents shall submit the following documentation. The CGA reserves the right to disqualify any Proposal which does not include the following documentation. Please note only written Proposals will be accepted.

D.1.1 Administrative Documentation

(a) Copies: Submit 1 original and 2 copies of the Proposal.

(b) Mailing Address: Proposals shall be mailed in a sealed envelope to the following address:
Contracting Group
Office of Legislative Management
Legislative Office Building, Room 5100

300 Capitol Avenue
Hartford, Connecticut 06106

(c) Respondent Experience and Knowledge: Proposals shall include:

i. Description of the Respondent including: size of firm (number of employees), resources, years in business, location, and current arrangements with subcontractors; and
ii. Reference Projects including the following: name, title, address and telephone number of reference; overview of the project; length of the project; and total fees associated with the project.

(d) Subcontractor (Cleaning Service Provider) Experience and Knowledge: The awarded Respondent shall coordinate its services with a cleaning service provider throughout the term of the awarded contract. In their Proposal, Respondents shall identify the cleaning service company they will work with, which will be a subcontractor for this project. Subcontractors must be acceptable to the CGA and be approved in writing by the CGA prior to the subcontractor starting any work on this project. The Respondent is required to assume responsibility for all services offered in its Proposal. The Respondent shall be the sole point of contact with regard to all matters, including subcontractor performance. Proposals must include:

i. A complete list of subcontractors to be used, including a brief description of the services to be provided by each subcontractor;
ii. The subcontractor's experience with projects similar to that described in this RFP;
iii. Subcontractor references including the following: name, title, address and telephone number of reference; overview of the project; length of the project; and total fees associated with the project; and
iv. Description of the subcontracting company, including: size of firm (number of employees); resources; years in business; location; and current arrangements with subcontractors.

(e) Pricing Page: Respondents shall include this completed form with their Proposal (Attachment A).

(f) Proof of Authorization: Respondents shall include this completed form with their Proposal (Attachment B).

(g) Certification Form: Respondents shall include this completed form with their Proposal (Attachment C).

(h) Gift and Campaign Contribution Ban Acknowledgement Form (CCBA): Respondents shall include this completed form with their Proposal pursuant to Public Act 07-1 and C.G.S. 4-252 (Attachment D). Please refer to the Terms and Conditions for more information.

(i) Proposal Checklist: Respondents shall include this completed form with their Proposal (Attachment E).

(j) CHRO Notification to Bidders/Contract Compliance Monitoring Report: Respondents shall include this completed form with their Proposal (Attachment F).

(k) Vendor Profile Form: Respondents shall include this completed form with their Proposal (Attachment G).

(l) W-9 Form: Respondents shall include this completed form with their Proposal (Attachment H).

D.1.2 Technical Documentation

(a) Materials and Products: List of materials and products to be used during the project, including brand or trade names of proposed garments.

(b) Approach and Methodology: Respondents must submit a proposed approach and methodology statement that meets the objectives outlined in this RFP, including but not limited to the following:

1. Delivery/pick up schedule;
2. Detail of subcontractor's involvement and dry-cleaning, washing, pressing, measuring/filling, and repair methods, etc.; and
3. Invoicing process followed if a security technician joins or departs the program.

D.2 Documentation Required 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 awarded Respondent must name the State of CT/CT General Assembly as an additional insured (Attachment I).

(b) Nondiscrimination Certification: Public Act 11-55 and Public Act 11-229 have amended the nondiscrimination provisions of the Connecticut General Statutes to add gender identity or expression to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of an affidavit or 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 CGA'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 J).

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

- **Form A. Representation**: For use by an individual when entering into any Contract, regardless of Contract value.
- **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.
- **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.
- **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.
- **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 E EVALUATION OF PROPOSALS

E.1 Mandatory Requirements

The CGA will determine if all Proposals are complete submissions. The CGA has the sole discretion to decide if Proposals are nonresponsive to this RFP.

E.2 Qualitative Elements

Once it is determined that the Proposals are complete submissions, the Proposals will be given to the Evaluation Committee for review. The following factors will be scored by the Evaluation Committee. Each factor will be scored using a scale of 1 through 5. The individual ratings for each member of the Evaluation Committee will be combined and averaged and then multiplied by pre-set criteria weights.

	Evaluation Criteria
1	Price
2	Demonstrated ability to accomplish the work described in this RFP, including proposed materials and products as well as approach and methodology
3	Applicable professional experience and references of Respondent (including past performance onsite, if applicable)
4	Applicable experience and references of the cleaning service provider
5	Quality of the proposed uniforms

E.3 Price Comparison Methodology

Proposed pricing will be compared based on the per-person, per-week cost.

E.4 Presentations

After review of the Proposals by the evaluation committee, the CGA may schedule times for some or all Respondents to make presentations. During these presentations, Respondents may be asked to provide an overview of their written Proposal, answer questions, and/or provide clarifications.

E.5 Contract Award

The CGA will send letters indicating the Proposal selected for Contract award.

ATTACHMENT A

PRICING PAGE

Security Technician Uniform Rental and Cleaning Services
JCLM15REG0001

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

Respondents shall provide the <u>per-week</u> price for the following:

Item	**Quantity**	**Price per week**
Blazer	2	$_____/week
Trousers/Slacks	3	$_____/week
Long-Sleeved Shirt/Blouse	4	$_____/week
Short-Sleeved Shirt	4	$_____/week
Dress Tie	1	$_____/week
Total <u>per-person, per-week</u> Fee		**$**_____

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 agrees to furnish all services and/or commodities to the CT General Assembly as described in Contract at the prices listed above.

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

ATTACHMENT B

PROOF OF AUTHORIZATION

Security Technician Uniform Rental and Cleaning Services
JCLM15REG0001

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

Respondents shall provide a completed Proof of Authorization. If the Respondent is a corporation, the first form included with this Attachment should be completed and submitted with the Proposal. If the Respondent is a Limited Liability Company (LLC), the second form included with this Attachment should be completed and submitted with the Proposal.

SECRETARY'S CERTIFICATE

The undersigned, _____, Secretary of _____, [COMPANY NAME] a _____ [STATE] corporation, (the "Corporation"), does hereby certify that the following are true and complete resolutions which were _____ [NOTE: CHOOSE EITHER (1) unanimously adopted, or (2) adopted by quorum] at a duly called and held meeting of the Board of Directors of _____ [COMPANY NAME] on the _____ day of _____, 20___, and that such resolutions have not been amended or modified and that they continue to be in full force and effect as of this date:

> RESOLVED, that the Corporation may execute and deliver any and all contracts or Statements of Work which it deems to be necessary or appropriate to carry out its business; and
>
> FURTHER RESOLVED, that _____ [NAME OF OFFICER], as _____ [TITLE OF OFFICE] of the Corporation, is authorized and directed to execute and deliver any and all contracts and Statements of Work on behalf of the Corporation _____
> [INSERT HERE LIMITATIONS, IF ANY, ON THE AUTHORITY TO SIGN, SUCH AS A MAXIMUM CONTRACTING DOLLAR AMOUNT] and to do and perform all acts and things which such officer deems to be necessary or appropriate to carry out the terms of such contracts and Statements of Work, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts and Statements of Work.

The undersigned further certifies that _____ [NAME OF OFFICER] now holds the office of _____ [TITLE OF OFFICE] and has held that office since _____ [DATE APPOINTED].

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ____ day of _____, 20__.

_____
Name
Secretary

Attachment B

_____, LLC

CONSENT TO ACTION

The undersigned, being all of the _____ [CHOOSE ONE: MEMBERS/MANAGERS] of _____ [COMPANY NAME], LLC (the "Company"), a _____ [STATE] limited liability company, do unanimously agree and consent to the following actions:

RESOLVED, that the Company may execute and deliver any and all contracts and Statements of Work which it deems to be necessary or appropriate to carry out its business; and

FURTHER RESOLVED, that _____ [NAME OF MEMBER/MANAGER], as _____ [TITLE OF OFFICE] of the Company, is authorized and directed to execute and deliver any and all contracts and Statements of Work on behalf of the Company _____ [INSERT HERE LIMITATIONS, IF ANY, ON THE AUTHORITY TO SIGN, SUCH AS A MAXIMUM CONTRACTING DOLLAR AMOUNT] and to do and perform all acts and things which such officer deems to be necessary or appropriate to carry out the terms of such contracts and Statements of Work, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts and Statements of Work.

IN WITNESS WHEREOF, the undersigned have executed this consent this ____ day of _____, 20__.

_____
NAME
[TITLE]

_____
NAME
[TITLE]

_____
NAME
[TITLE]

ATTACHMENT C

CERTIFICATION FORM

Security Technician Uniform Rental and Cleaning Services
JCLM15REG0001

The Connecticut General Assembly
Joint Committee on Legislative Management
Legislative Office Building, Room 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 Contractor 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 Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;

(d) The Contractor has no knowledge of the specific Proposal contents prior to actual receipt of the Proposal;

(e) The Contractor 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 Contractor agrees to furnish these services and/or commodities to the Connecticut General Assembly as described in the Request for Proposal at the prices indicated on the Pricing Page submitted with the Proposal.

SIGNED AND DATED this _____ day of _____

Company:_____

Address: _____

Signature: _____Date:_____

Name (Printed): _____

Title:_____

Telephone No: _____Fax No: _____

Federal Employer Identification No: _____

ATTACHMENT D

Gift and Campaign Contribution Ban Acknowledgement Form

Security Technician Uniform Rental and Cleaning Services
JCLM15REG0001

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

Written or electronic certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1. "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2. If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor.
3. "Contractor" means the person, firm or corporation named as the contactor below;
4. "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5. **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6. "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

_____ _____

Printed Contractor Name **Printed Name of Authorized Official**

_____

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20___.

_____

Commissioner of the Superior Court (or Notary Public)

ATTACHMENT E

PROPOSAL CHECKLIST

Security Technician Uniform Rental and Cleaning Services
JCLM15REG0001

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

Please include the page number on which these administrative requirements are listed in your Proposal:

ADMINISTRATIVE REQUIREMENTS	**PROPOSAL PAGE**
Respondent Experience and Knowledge	
Subcontractor (Cleaning Service Provider) Experience and Knowledge	
Pricing Page (Attachment A)	
Proof of Authorization (Attachment B)	
Certification Form (Attachment C)	
Gift and Campaign Contribution Ban Acknowledgement Form (Attachment D)	
CHRO Contract Compliance Monitoring Report Form (Attachment F)	
Vendor Profile Form (Attachment G)	
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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.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- 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. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

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-discrim ination 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)

SOURCE	YES	NO	% of applicants provided by source
State Employment Service			
Private Employment Agencies			
Schools and Colleges			
Newspaper Advertisement			
Walk Ins			
Present Employees			
Labor Organizations			
Minority/Community Organizations			
Others (please identify)			

2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X)	
	Work Experience
	Ability to Speak or Write English
	Written Tests
	High School Diploma
	College Degree
	Union Membership
	Personal Recommendation
	Height or Weight
	Car Ownership
	Arrest Record
	Wage Garnishments

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

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)

ATTACHMENT G

Clear Form

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):** ☐ SSN ☐ FEIN WRITE/TYPE SSN/FEIN NUMBER ABOVE

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)

BUSINESS ENTITY: ☐ CORPORATION ☐ LLC CORPORATION ☐ LLC PARTNERSHIP ☐ LLC SINGLE MEMBER ENTITY ☐ NON-PROFIT ☐ PARTNERSHIP ☐ INDIVIDUAL/SOLE PROPRIETOR ☐ GOVERNMENT

NOTE: 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) →	

NOTE: IF YOUR BUSINESS IS A ***PARTNERSHIP***, YOU **MUST** ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.

NOTE: IF YOUR BUSINESS IS A ***CORPORATION***, 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

REMITTANCE INFORMATION: *INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.* ☐ *SAME AS VENDOR ADDRESS ABOVE.*

REMIT ADDRESS STREET CITY STATE ZIP CODE

CONTACT INFORMATION: NAME (TYPE OR PRINT)

1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1ST PAGER:
CELLULAR:		2ND PAGER:
1ST FAX NUMBER:		TOLL FREE PHONE:
2ND FAX NUMBER:		TELEX:

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR SIGN HERE	DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON

IS YOUR BUSINESS **CURRENTLY** A DAS *CERTIFIED* SMALL BUSINESS ENTERPRISE? ☐ YES *(ATTACH COPY OF CERTIFICATE)* ☐ NO

IS YOUR BUSINESS **CURRENTLY** A CT DOT *CERTIFIED* DISADVANTAGED BUSINESS ENTERPRISE (DBE)? ☐ YES ☐ NO

IF YOU ARE A ***STATE EMPLOYEE***, INDICATE YOUR POSITION,
AGENCY & AGENCY ADDRESS

PURCHASE ORDER DISTRIBUTION:
(E-MAIL ADDRESS)

NOTE: 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

ATTACHMENT H

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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
☐☐☐ – ☐☐ – ☐☐☐☐

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.

Sign Here **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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

INSURANCE REQUIREMENTS

ATTACHMENT I
Security Technican Uniform Rental and Cleaning Services
JCLM15REG0001

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

1. The awarded Respondent 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 awarded Respondent 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)

E) Builder's Risk Coverage. The awarded Respondent shall purchase and maintain builder's risk insurance in the amount of the initial contract amount plus values of subsequent modifications or change orders comprising the value of the entire project on a replacement cost basis. The builder's risk coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, temporary buildings, transit, debris removal, increased cost of construction, architect fees and expenses, soft costs, flood and earthquake. Insured property shall include portions of the work located away from the site but intended for use at the site and shall cover portions of the work in transit. Equipment breakdown coverage (boiler and machinery) shall be included and shall cover insured equipment during installation and testing. Policy shall include a beneficial occupancy clause to permit occupancy of the building during construction. The State/CT General Assembly shall be listed as a Loss Payee

Insurance Provisions

A) Awarded Respondent shall assume any and all deductibles in the described insurance policies.
B) The awarded Respondent'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) Awarded Respondent shall include all subcontractors as insured under its policies or shall obtain separate certificate of insurance evidencing insurance requirements herein.
G) Awarded Respondent shall furnish the CT General Assembly with original certificate of insurance prior to commencement of work.

2. The insurance certificate shall indicate that the awarded Respondent 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
Security Technican Uniform Rental and Cleaning Services
JCLM15REG0001

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

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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

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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 D ate

_____
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

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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

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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
Nam e 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 D ate

_____
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

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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 T itle

_____ _____

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

1. Definitions

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

Bid - Offer submitted in response to the Request for Bids, to furnish the goods or services described herein to the CGA, under the prescribed conditions at the stated prices;

CGA - Connecticut General Assembly;

Commission - Commission on Human Rights and Opportunities;

Contract - Agreement signed by parties to formalize the acceptance by the CGA of an offer of a Respondent to furnish the services described herein at the stated prices in response to the Request for Proposals;

Contractor - Party to the Contract with the CGA;

JCLM - Joint Committee on Legislative Management;

Large State Contract – Is defined in C.G.S. 4-250 (4), to mean "an agreement or a combination or series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement. The term "large state contract" shall not include a contract between a state agency or a quasi-public agency and a political subdivision of the state;"

OLM - Office of Legislative Management;

Proposal - Offer submitted in response to this Request for Proposals, to furnish the goods or services described herein to the CGA, under the prescribed conditions at the stated prices;

Respondent - Person, firm or corporation submitting a Proposal in response to a request for Proposals;

RFB - Request for Bid;

RFP - Request for Proposal;

Solicitation - Request for Bid or Request for Proposal;

State - The Connecticut General Assembly acting by and through the Executive Director of the Office of Legislative Management.

2. Contract Conditions

2.1 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 Proposal or Bid to the CGA's solicitation shall submit the signed CCBA Form, included in this solicitation, which expressly acknowledges receipt of the State Elections Enforcement Commissions' notice advising state Contractors of state campaign contributions and solicitation prohibitions, and that the Contractor will inform its principals of the contents of this notice.

2.2 Gift
When the Contract has 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 Conn. Gen. Stat. § 4-252 (the "Statute") requires that theRFP or RFB, 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. The CGA shall not execute a large state Contract unless the CGA 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.

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 CGA shall provide:

   (a) That no gifts were made between the date that the CGA 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 CGA soliciting Bids or Proposals for the Contract, who participated substantially in the preparation of the RFP or RFB for

the Contract or the negotiation or award of the Contract, or (ii) any public official or state employee of the CGA, who has supervisory or appointing authority over the CGA;

(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 Respondent that does not make the certifications required under subsection (c) of this section shall be disqualified and the CGA shall award the Contract to the next highest ranked Contractor or the next lowest responsible qualified Respondent or seek new Bids or Proposals.

2.3 Whistleblowing

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the CGA or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The CGA may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2.4 Audit Requirements

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

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

(a) The CGA and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the CGA and its agents.
(c) The CGA shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the CGA suspects fraud or other abuse, or in the event of an emergency, the CGA is not obligated to provide any prior notice.
(d) All audits and inspections shall be at the CGA's expense.
(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The CGA may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
(f) The Contractor shall cooperate fully with the CGA and its agents in connection with an audit or inspection. Following any audit or inspection, the CGA may conduct and the Contractor shall cooperate with an exit conference.
(g) The Contractor shall incorporate this entire Section verbatim into any Contract or other agreement that it enters into with any Contractor Party.

2.5 Disclosure of Records

The Contract resulting from this solicitation may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each Contract in excess of two million five hundred thousand dollars between the CGA and a person for the performance of a governmental function shall (a) provide that the CGA is entitled to receive a copy of records and files related to the

performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the CGA pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the CGA in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

2.6 Forum and Choice of Law

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

2.7 Tangible Personal Property

The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the CGA, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the General Statutes.

1. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the General Statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

2. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the CGA. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the CGA's contracting authority, such information as the CGA may require to ensure, in the CGA's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

2.8 Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the Contract that results from this Solicitation shall be construed as a modification, compromise or waiver by the CGA or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the CGA or the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

2.9 Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

2.10 Encryption of Data; Breach of Security or Loss
Contractor and Contractor Parties, at their own expense, shall encrypt any and all data which they come to possess or control, wherever and however stored or maintained, and which data CGA, at any time, classifies as confidential or restricted. The Contractor and Contractor Parties shall encrypt the data in accordance with the Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) protocols. The Contractor and Contractor Parties shall have a continuing obligation always to keep and maintain the data encryption consistent with CTEA-TA, as CTEA-TA may change from time to time.

(a) The Contractor and Contractor Parties shall notify the CGA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any and all data which Contractor has come to possess or control under subsection (a) above has been subject to a "data breach." For purposes of this Section, a "data breach" is an occurrence where (1) any or all of the data is misplaced, lost, stolen or in any way compromised; or (2) one or more third parties have had access to or taken control or possession of any or all of the data without prior written authorization from the CGA.

(b) In addition to the notification requirements of subsection (b), should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to the CGA, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the data breach. Unless otherwise agreed to in writing by the CGA, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:

1. Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
2. Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
3. Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
4. Identity theft insurance with at least $ 25,000.00 coverage.
5. Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the data breach, but under no circumstances shall the Contractor's credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CGA or any State of Connecticut entity.
6. The Contractor represents and warrants that it shall obligate each Contractor Party in a written Contract to all of the terms of this Section just as if each Contractor Party had executed this Contract as an original signatory and each were bound by this Section to the same extent that the Contractor is bound.
7. The Contractor's or Contractor Parties' failure to encrypt the data, provide notice, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Contract. The Contractor shall be responsible for any Contractor Parties breach as if the Contractor itself had breached the Contract. Consequently, and without otherwise limiting the rights of the CGA at law or in equity, the Contractor shall indemnify and hold harmless the CGA and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding Contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.

2.11 Representations and Warranties
The Contractor, awarded a Contract as a result of this solicitation represent and warrant to the CGA for itself, Contractor Parties and Bidder Parties, as appropriate, that:

(a) the Contractor agree and hereby states that any findings, written documentation, and research performed in whole or in part in connection with this Contract shall be the sole property of the CGA and copies of all information and materials developed in connection with this Contract shall be provided to the CGA immediately upon completion or upon request by the CGA.

(b) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(c) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the CGA under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10,

concerning the State's Codes of Ethics and (2) Title 2 concerning CGA purchasing;

(d) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(e) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(f) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

(g) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(h) they have not within the three years preceding the Contract had one or more Contracts with any governmental entity Terminated;

(i) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(j) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;

(k) they shall disclose, to the best of their knowledge, to the CGA in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the CGA, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

(l) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(m) the Bid or Proposal was not made in connection or concert with any other person, entity or Respondent, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Respondent, submitting a Bid or Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;

(n) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Respondent;

(o) the Contractor shall obtain in a written Contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any Contracts and purchase orders with such Contractor Parties;

(p) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(q) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(r) they owe no unemployment compensation contributions;

(s) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(T) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

(u) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section;

(v) except to the extent modified or abrogated in the Contract, all Title shall pass to the CGA upon

complete installation, testing and acceptance of the Goods or Services and payment by the CGA;

(w) if either party Terminates the Contract, for any reason, the Contractor shall relinquish or cause to be relinquished to the CGA all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the CGA;

(x) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

(y) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without the CGA's prior written consent;

(z) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(aa) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(bb) the CGA 's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(cc) if they procure any Goods, they shall sub-license such Goods and that the CGA shall be afforded the full benefits of any manufacturer or Subcontractor licenses for the use of the Goods; and

(dd) they shall assign or otherwise transfer to the CGA, or afford the CGA the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the CGA.

3. Formation of a Contract

Upon acceptance of the Proposal, CGA will initiate the Contract process.

3.1 Contract Creation

This section serves as a notification to Contractor that:

(a) the state's acceptance of the Contractor offer to furnish the services required in this solicitation shall result in a Contract between the Contractor and the CGA which shall bind the Contractor on his part to furnish and deliver said services at the prices specified in said Proposal or Bid, except as modified through negotiations between the CGA and the Contractor, and the CGA 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 or RFB; and

(b) All the provisions of this solicitation shall be included in the terms and conditions of said Contract, except to the extent provided otherwise in an agreement executed by the CGA and the Contractor subsequent to the receipt of said Proposal by the CGA.

3.2 Contract Execution

The Contractor shall execute a formal Contract with the CGA for the complete performance specified therein. This Contract is considered executed once the Contract is signed by the Contractor and the CGA.

3.3 Modification

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

3.4 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 CGA. Any Subcontracting work done in regards to this Contract must be agreed to in writing by the CGA before the Contractor begins any work.

4 Contract Breach

4.1 Breach/Termination

If either party breaches the Contract that results from this Solicitation in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the CGA sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the CGA believes that the Contractor has not performed according to the Contract, the CGA may withhold payment in whole or in part pending resolution of the Performance issue, provided that the CGA notifies the Contractor in writing prior to the date that the payment would have been due.

4.2 Open Market Purchases

Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for the Agency, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in the Contract and the Contractor shall pay the Agency's invoice immediately after receiving the invoice. If the Agency does not Terminate the Contract, the Agency will deduct such open market purchases from the Contract quantities. However, if the Agency deems it to be in the best interest of the State, the Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Agency."

4.3 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 CGA shall be final.

4.4 Cancellation

The CGA 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.

4.5 Termination

Notwithstanding any provisions in the Contract resulting from this solicitation, the CGA, through a duly authorized employee, may Terminate the Contract whenever the CGA makes a written determination that such Termination is in the best interests of the CGA. The CGA shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

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

(b) The CGA shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the CGA for purposes of correspondence, or by hand delivery. Upon receiving the notice from the CGA, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the CGA all Records. The Records are deemed to be the property of the CGA and the Contractor shall deliver them to the CGA no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the CGA for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(c) Upon receipt of a written notice of Termination from the CGA, the Contractor shall cease operations as the CGA directs in the notice, and take all actions that are necessary or appropriate, or that the CGA may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the CGA directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing Subcontracts and purchase orders and shall not enter into any further Subcontracts, purchase orders or commitments.

(d) The CGA shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the CGA, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the CGA is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the CGA, the Contractor shall assign to the CGA, or any replacement Contractor which the CGA designates, all Subcontracts, purchase orders and other commitments, deliver to the CGA all Records and other information pertaining to its Performance, and remove from CGA premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the CGA may request.

(e) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the CGA may Terminate the Contract that results from this solicitation in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(f) Upon Termination of the Contract that results from this solicitation, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(g) Termination of the Contract pursuant to this section shall not be deemed to be a breach of Contract by the CGA.

5. Renewal of Contract

The CGA reserves the option to extend the contract for one additional year upon mutual agreement by the Contractor and the CGA. The CGA also reserves the right to renew this Contract under the conditions set forth in C.G.S. 2-71s or C.G.S. 2-71u of the Connecticut General Statutes, whichever is applicable

6. 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 CGA or other persons designated by the CGA. 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.

7. Work Product

All materials developed in conjunction with the Contract shall become the property of the CGA 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 CGA for advertising or promotional purposes without prior permission in writing. The Contractor is allowed to use the CGA as a reference.

8. 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 CGA and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the CGA in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's Bid, Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(c) The Contractor shall not be responsible for indemnifying or holding the CGA harmless from any liability arising due to the negligence of the CGA or any other person or entity acting under the direct control or supervision of the CGA.

(d) The Contractor shall reimburse the CGA for any and all damages to the real or personal property of the CGA caused by the Acts of the Contractor or any Contractor Parties. The CGA shall give the Contractor reasonable notice of any such Claims.

(e) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the CGA is alleged or is found to have contributed to the Acts giving rise to the Claims.

(f) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the CGA as an additional insured on the policy and shall provide a copy of the policy to the CGA prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the CGA. The CGA shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CGA or the State is contributorily negligent.

(g) The rights provided in this section for the benefit of the CGA shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(h) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

(i) The Contractor shall be responsible for all injuries or damages to the Contractor 's employees or agents incurred or sustained at the property while performing, or in any way associated with, their responsibilities as defined herein.

(j) The CGA reserves the right to make a claim against the Professional Liability / Errors and Omissions Insurance policy when errors and/or omissions are present in any work completed by the Contractor for the CGA and which result in a financial impact on the CGA.

9. Freedom of Information

9.1 Freedom of Information Act

Due regard will be given to the protection of proprietary information contained in all Proposals or Bids 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.

9.2 Proprietary Information

It will not be sufficient for a Contractor to merely state generally that the Proposal or Bid 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.

9.3 Administrative Authority

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

10. Human Rights and Opportunities

10.1 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 Solicitation 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).

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

Nondiscrimination.

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a Contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract that results from this Solicitation such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other Contract or understanding and each vendor with which the Contractor has a Contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement

or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

10.3 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 CGA 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 CGA 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 CGA and the CGA may so enter.

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

Every CGA 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.

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

Every CGA 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.

10.6 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 CGA 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 CGA 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 of Connecticut, 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 of 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.

10.7 Contractor required to file compliance reports (C.G.S. 46a-68e)
Each Contractor shall file, and shall cause each of his Contractor(s) 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.

10.8 Compliance reports to include labor union practices: (C.G.S. 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.

10.9 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.

<u>11. Restrictions on Communications</u>

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

11.2 Official Agency Contact
The CGA shall designate one of its employees as the "Official Agency Contact" for purposes of the RFP or the RFB. The principal responsibility of the Official Agency Contact is to handle all communications with outside parties concerning the RFP or RFB. The Official Agency Contact also receives all Proposals or Bids submitted in response to the RFP or RFB and keeps them, unopened, in a secure location until the submission deadline. After the deadline has passed, the Official Agency Contact gives the Proposals or Bids to the Chair of the Evaluation Committee. Any Proposals or Bids 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 or RFB process, but who is knowledgeable about it. Having these qualities enables this person to speak for the CGA about the RFP or RFB 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 CGA has staff constraints. An acceptable alternative is for the Official Agency Contact to be someone who participated in writing the RFP or RFB 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.

11.3 ExParte Communications
It is in the CGA's best interest to control the flow of information about the RFP or RFB. Great care must be taken about what is said by the CGA about the RFP or RFB and to whom. To ensure the equal treatment of all prospective Contractors, Contractors, and potential Contractors, all must have access to the same, accurate, and authorized information throughout the RFP or RFB 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 or RFB process. An ex parte communication about the RFP or RFB can potentially occur between any CGA employee and an outside party, including, but not limited to, prospective Contractors, Contractors, current Contractors, lobbyists, the media, legislators, CGA employees not participating in the RFP or RFB process, or employees of other State agencies. Except as permitted by the RFP or RFB document, communication between any CGA employee and an outside party about the RFP or RFB is strictly prohibited.

11.4 Communications Procedure
The following guideline governs attempts by outside parties to communicate with the CGA about RFPs or RFBs.

The Official CGA Contact regarding this document is listed in section 1.3. It is the sole responsibility of the Official CGA Contact to handle communications about the RFP or RFB from prospective Contractors, Contractors, and other outside parties.

All others shall refrain from discussing the RFP or the RFB with outside parties and shall direct them to refer all communications from outside parties to the Official Agency Contact.

Upon receiving a referral, the Official Agency Contact must advise the outside party about the rules concerning ex parte communications and the CGA's established communication procedure for the RFP or RFB. The Official Agency Contact can provide only that information permitted by the RFP or RFB document to the outside party.

12. Executive Orders

Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

13. Reserved Rights

13.1 Amendment or withdrawal of Proposal
The CGA 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 CGA.

13.2 Refusal of Proposal
The CGA reserves the right to refuse any and all Proposals hereunder. The CGA may refuse any Proposal that does not meet the requirements outlined in the RFP.

13.3 Public Inspection
All Proposals are subject to public inspection upon award.

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

13.5 Disqualification for submitting Proposals 6.2.1 Disqualification from submitting Proposals for Contracts. Suspension (C.G.S. 2-71r)

(a) The CGA may disqualify any person, firm or corporation, for up to two years, from submitting a Proposal or Bid 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 or Bids 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.

13.6 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.

13.7 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.