

The Connecticut General Assembly

Joint Committee on Legislative Management

Martin M. Looney
Senate President Pro Tempore

Bob Duff, *Senate Majority Leader*
Leonard Fasano, *Senate Minority Leader*

James P. Tracy
Executive Director



J. Brendan Sharkey
Speaker of the House

Joe Aresimowicz, *House Majority Leader*
Themis Klarides, *House Republican Leader*

**REQUEST FOR PROPOSAL:
COMPOSITION AND HTML VERSIONS OF THE
OFFICIAL GENERAL STATUTES OF CONNECTICUT
REVISED TO
JANUARY 1, 2017 AND JANUARY 1, 2019
AND
THE 2018 AND 2020 SUPPLEMENTS TO THE
OFFICIAL GENERAL STATUTES OF CONNECTICUT**

CONTRACT #: JCLM16REG0016

RFP ISSUANCE DATE: March 16, 2016

PROPOSAL DUE DATE: April 19, 2016 TIME: 12:00 PM (noon)

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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 it approves legislative expenditures exceeding \$50,000.

The Legislative Commissioners' Office (LCO) is a nonpartisan office whose legal staff is responsible for drafting and reviewing bills, amendments, and resolutions coming before the CGA. The LCO is also responsible for publishing the Public and Special Acts of each session, codifying the public acts, revising the *official* General Statutes of Connecticut, publishing the same at the beginning of each odd-numbered year, and publishing Supplements thereto at the beginning of each even-numbered year.

The JCLM, on behalf of the CGA and the LCO, is soliciting Proposals for the composition and HTML versions of the *official* General Statutes of Connecticut, revised to January 1, 2017, and the 2018 Supplement thereto; and the *official* General Statutes of Connecticut, revised to January 1, 2019, and the 2020 Supplement thereto.

A.2 Official Agency Contact Information

Mail: Attention: Eric Crockett
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 the date of execution of the awarded contract and end upon June 30, 2020, with the option to extend the awarded 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 the resulting contract are included in Attachment K.

PART B SCOPE OF WORK

B.1 Project Scope

Please refer to attached Schedule A, "I. Introduction and Summary of Services Required", "II. Project Specifications and Deadlines", "III. Respondent's Specific Qualifications", "IV. Samples", and "V. Composition Requirements".

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 **March 16, 2016**.

B.2.2 Deadline for Questions

All questions must be submitted in writing by **12:00 p.m. on March 30, 2016**. 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 the RFP

All amendments to the RFP and response to written questions will be published no later than **5:00 p.m. on April 1, 2016**.

B.2.4 Proposal Delivery

All sealed Proposals must be delivered by **12:00 p.m. noon on April 19, 2016**, 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 the Legislative Leaders.

PART C PAYMENT TERMS

C.1 Compensation Amount

Proposals shall reflect all costs and any payment discounts on the Pricing Pages included in this RFP (Attachment A, A1-A4). 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 and includes all necessary detail and documentation. Any early payment discount will be taken from the date of a receipt of a properly prepared invoice and all required supporting documentation.

C.2 Invoice Guidelines

- (a) A properly prepared invoice shall reflect the lines on the signed purchase order and shall include the following:
- (1) Purchase order number;
 - (2) Invoice date;
 - (3) Description of the services provided and the service dates; and
 - (4) Separate invoice lines for the charges outlined on the Pricing Pages (Attachment A, A1-A4):
 - (A) Composition of electronic pages from Word files of:
 - a. Table of Contents;
 - b. Constitutional Documents and General Statutes;
 - c. Reference Tables;
 - d. Miscellaneous Pages;
 - e. Preface;
 - f. Spines and Covers;
 - (B) Adjustment of tables and forms;
 - (C) Author's alterations and corrections;
 - (D) Re-composition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.;
 - (E) Non-automated type composition:
 - a. Input from State's manuscript;
 - b. Production of electronic pages;
 - (F) Preparation of browsable HTML versions of the General Statutes and Supplements.
- (b) The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above.

C.3 Liquidated Damages

Liquidated damages will be incurred as a result of a Contract breach. By law, the three requisite conditions to establish any liquidated damages are that: (1) the damage from a breach of Contract was uncertain in amount or difficult to provide, (2) there was an advance intent by the parties to establish liquidating damages in the event of a Contract breach, and (3) the amount stipulated was reasonable. *Hanson Development Co. v. East Great Plains Shopping Center, Inc.*, 485 A.2d 1296,

1300 (Conn. 1985).

The awarded Respondent shall understand and agree that time is of the essence and that in the case of failure on the part of the awarded Respondent, except with the written consent of the LCO, to complete the furnishing of services as provided for in the awarded contract within the time required, the CGA shall have the right to deduct from any moneys due, or which may become due, or if no moneys shall become due, the right to recover the amount of five hundred dollars (\$500.00), for each calendar day elapsing between the time agreed for delivery and the actual date of delivery, in accordance with the terms of the awarded contract, the deduction to be made or the sum to be recovered as liquidated damages.

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) Proposal Form: Respondents shall submit the one original copy of the proposal and one electronic copy of the proposal on a CD, DVD or USB flash drive in a SEALED shipping box or envelope. The electronic version of the proposal can be submitted in Portable Document Format (.pdf) and/or Microsoft Word format;
- (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) Labeled Proposals: Proposals shall be mailed to the address above in a sealed envelope with the following label attached to the outside of the envelope:

SEALED PROPOSAL TITLE - REQUEST FOR PROPOSAL:	COMPOSITION AND HTML VERSIONS OF THE <i>OFFICIAL</i> GENERAL STATUTES OF CONNECTICUT REVISED TO JANUARY 1, 2017, AND JANUARY 1, 2019, AND THE 2018 AND 2020 SUPPLEMENTS TO THE <i>OFFICIAL</i> GENERAL STATUTES OF CONNECTICUT
CONTRACT ID:	JCLM16REG0016
DEADLINE FOR RECEIPT:	April 19, 2016 at 12:00 pm (noon)
CONTACT NAME:	Eric Crockett

- (d) Respondent Experience and Knowledge: Respondents shall refer to **Section III. of the Technical Specifications (Schedule A)** for guidance on what to submit to demonstrate sufficient experience and knowledge.
- (e) Subcontractor Experience and Knowledge: Subcontractors must be acceptable to the CGA and be approved in writing by representatives of 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 shall include:
 1. A complete list of Subcontractors to be used, including a brief description of the services to be provided by each Subcontractor;
 2. The Subcontractor's experience with projects similar to that described in this RFP;
 3. 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

4. Description of the Subcontracting company, including: Size of firm (number of employees), resources, years in business, location, and current arrangements with subcontractors.

- (f) Pricing Page: This completed form shall be included in all Proposals; (Attachment A, A1-A4)
- (g) Proof of Authorization: Proposals shall include a completed proof of authorization form; (Attachment B).
- (h) Certification Form: This completed form shall be included in all Proposals; (Attachment C)
- (i) Proposal Checklist: This completed form shall be included in all Proposals; (Attachment D)
- (j) CHRO Contract Compliance Monitoring Report: This completed form shall be included in all Proposals (Attachment E);
- (k) Vendor profile: This completed form shall be included in all Proposals; (Attachment F)
- (l) W-9 form: This completed form shall be included in all Proposals; (Attachment G)
- (m) Gift and Campaign Contribution Ban Acknowledgement Form (CCBA): Proposals shall include this completed form in their Proposal pursuant to Public Act 07-1 and Conn. Gen. Stat. Sec. 4-252. (Attachment H).

D.1.2 Technical Documentation

- (a) Equipment List: Respondents shall include an equipment list that evidences Respondent's computer hardware and software, and any other necessary equipment, are capable of providing the required services.
- (b) Approach and Methodology: Respondents shall outline an approach and methodology that demonstrates how it will meet the requirements outlined in the RFP in an **accurate, timely, and confidential** manner.

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 shall 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 the CGA determines 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 meet the Technical Specifications outlined in this RFP in an accurate, timely, and confidential manner as evidenced by the Approach and Methodology
3	Applicable professional experience and references of business entity, individuals, and subcontractors

E.3 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, the Respondents may be asked to provide an overview of their written Proposal, answer questions, and/or provide clarifications.

E.4 Contract Award

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



ATTACHMENT A

PRICING PAGE

**COMPOSITION AND HTML VERSIONS OF THE
OFFICIAL GENERAL STATUTES OF CONNECTICUT
REVISED TO JANUARY 1, 2017 AND JANUARY 1, 2019
AND THE 2018 AND 2020 SUPPLEMENTS TO THE
OFFICIAL GENERAL STATUTES OF CONNECTICUT
JCLM16REG0016**

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 COMPLETE PROPOSED PRICING ATTACHMENTS A1-A4 ON THE FOLLOWING PAGES.

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 CGA as described in this RFP at the prices listed in Attachment A, A1-A4.

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

ATTACHMENT A1

RESPONDENT'S CHARGES FOR PREPARING THE ELECTRONIC PAGES AND HTML VERSION OF THE 2017 GENERAL STATUTES

The Respondent shall set out below the Respondent's charges for the various services required under this RFP in connection with composing and delivering the electronic pages and preparing and delivering the browsable HTML version of the 2017 General Statutes. **NOTE:** Prices proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.

(a) Composition of electronic pages from Word files of:

Tables of Contents (estimated 76 pages): \$_____ per page

Constitutional Documents and General Statutes (estimated 17,444 pages): \$_____ per page

Reference Tables (estimated 1,040 pages): \$_____ per page

Miscellaneous pages (estimated 88 pages): \$_____ per page

Preface (estimated 6 pages): \$_____ per page

Spines and covers (total 32 pages): \$_____ per page

(b) Adjustment of tables and forms: \$_____ per page

(c) Author's alterations and corrections: \$_____ per line

(d) Re-composition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$_____ per page

(e) Non-automated type composition:

Input from State's manuscript: \$_____ per line

Production of electronic pages: \$_____ per page

(f) Preparation and delivery of browsable HTML version of the 2017 General Statutes: \$_____

(g) Proposer's standard rates for any related services not covered above:

ATTACHMENT A2

RESPONDENT'S CHARGES FOR PREPARING THE ELECTRONIC PAGES AND HTML VERSION OF THE 2018 SUPPLEMENT

The Respondent shall set out below the Respondent's charges for the various services required under this RFP in connection with composing and delivering the electronic pages and preparing and delivering the browsable HTML version of the 2018 Supplement. **NOTE:** Prices proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.

(a) Composition of electronic pages from Word files of:

Tables of Contents (estimated 30 pages): \$_____ per page

Selected sections from the General Statutes (estimated 3,300 pages): \$_____ per page

Reference Tables (estimated 30 pages): \$_____ per page

Miscellaneous pages (estimated 24 pages): \$_____ per page

Preface (estimated 4 pages): \$_____ per page

Spines and covers (estimated 6 pages): \$_____ per page

(b) Adjustment of tables and forms: \$_____ per page

(c) Author's alterations and corrections: \$_____ per line

(d) Re-composition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$_____ per page

(e) Non-automated type composition:

Input from State's manuscript: \$_____ per line

Production of electronic pages: \$_____ per page

(f) Preparation and delivery of browsable HTML version of the 2018 Supplement \$_____

(g) Proposer's standard rates for any related services not covered above:

ATTACHMENT A3

RESPONDENT'S CHARGES FOR PREPARING THE ELECTRONIC PAGES AND HTML VERSION OF THE 2019 GENERAL STATUTES

The Respondent shall set out below the Respondent's charges for the various services required under this RFP in connection with composing and delivering the electronic pages and preparing and delivering the browsable HTML version of the 2019 General Statutes. **NOTE:** Prices proposed below shall include all charges for programming, testing, composition, labor and materials, and transportation or shipping.

(a) Composition of electronic pages from Word files of:

Tables of Contents (estimated 76 pages): \$_____ per page

Constitutional Documents and General Statutes (estimated 17,992 pages): \$_____ per page

Reference Tables (estimated 1,070 pages): \$_____ per page

Miscellaneous pages (estimated 88 pages): \$_____ per page

Preface (estimated 6 pages): \$_____ per page

Spines and covers (total 32 pages): \$_____ per page

(b) Adjustment of tables and forms: \$_____ per page

(c) Author's alterations and corrections: \$_____ per line

(d) Re-composition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$_____ per page

(e) Non-automated type composition:

Input from State's manuscript: \$_____ per line

Production of electronic pages: \$_____ per page

(f) Preparation and delivery of browsable HTML version of the 2019 General Statutes: \$_____

(g) Proposer's standard rates for any related services not covered above:

ATTACHMENT A4

RESPONDENT'S CHARGES FOR PREPARING THE ELECTRONIC PAGES AND HTML VERSION OF THE 2020 SUPPLEMENT

The Respondent shall set out below the Respondent's charges for the various services required under this RFP in connection with composing and delivering the electronic pages and preparing and delivering the browsable HTML version of the 2020 Supplement. **NOTE:** Prices proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.

(a) Composition of electronic pages from Word files of:

Tables of Contents (estimated 30 pages): \$_____ per page

Selected sections from the General Statutes (estimated 3,300 pages): \$_____ per page

Reference Tables (estimated 30 pages): \$_____ per page

Miscellaneous pages (estimated 24 pages): \$_____ per page

Preface (estimated 4 pages): \$_____ per page

Spines and covers (estimated 6 pages): \$_____ per page

(b) Adjustment of tables and forms: \$_____ per page

(c) Author's alterations and corrections: \$_____ per line

(d) Re-composition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$_____ per page

(e) Non-automated type composition:

Input from State's manuscript: \$_____ per line

Production of electronic pages: \$_____ per page

(f) Preparation and delivery of browsable HTML version of the 2020 Supplement \$_____

(g) Proposer's standard rates for any related services not covered above:



ATTACHMENT B

PROOF OF AUTHORIZATION

COMPOSITION AND HTML VERSIONS OF THE OFFICIAL GENERAL STATUTES OF CONNECTICUT REVISED TO JANUARY 1, 2017 AND JANUARY 1, 2019 AND THE 2018 AND 2020 SUPPLEMENTS TO THE OFFICIAL GENERAL STATUTES OF CONNECTICUT
JCLM16REG0016

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

Proposals 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

_____, 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

**COMPOSITION AND HTML VERSIONS OF THE
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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: _____

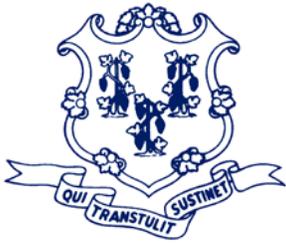
Signature: _____ Date: _____

Name (Printed): _____

Title: _____

Telephone No: _____ Fax No: _____

Federal Employer Identification No: _____



ATTACHMENT D

PROPOSAL CHECKLIST

COMPOSITION AND HTML VERSIONS OF THE OFFICIAL GENERAL STATUTES OF CONNECTICUT REVISED TO JANUARY 1, 2017 AND JANUARY 1, 2019 AND THE 2018 AND 2020 SUPPLEMENTS TO THE OFFICIAL GENERAL STATUTES OF CONNECTICUT
JCLM16REG0016

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 list the page number on which these administrative requirements are included in your Proposal:

ADMINISTRATIVE REQUIREMENTS	PROPOSAL PAGE NUMBER
Respondent Experience and Knowledge	
Individual Experience and Knowledge	
Subcontractor Experience and Knowledge	
Pricing Pages (Attachment A, A1-A4)	
Proof of Authorization (Attachment B)	
Certification Form (Attachment C)	
CHRO Contract Compliance Monitoring Report Form (Attachment E)	
Vendor Profile Form (Attachment F)	
W-9 Form (Attachment G)	
Gift and Campaign Contribution Ban Acknowledgement Form (Attachment H)	
TECHNICAL DOCUMENTATION	PROPOSAL PAGE NUMBER
Equipment List	
Approach and Methodology	

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> 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.

Social security number									

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

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 ▶
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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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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.



**Gift and Campaign Contribution Ban
Acknowledgement Form**

ATTACHMENT H
ITS Developer Consultant
JCLM16PSA0005

The Connecticut General Assembly
Joint Committee on Legislative
Management
300 Capitol Avenue
Legislative Office Building – Rm 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 its 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 contractor 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:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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)

CGA TERMS AND CONDITIONS

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A Bid submitted in response to a Solicitation.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the CGA classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the CGA; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the CGA, the Contractor, or the State.
 - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the CGA for any or all Goods or Services at the Solicitation price.
 - (f) Contractor: A person or entity who submits a Solicitation response and who executes a Contract.
 - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather

CGA TERMS AND CONDITIONS

- conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.
 - (k) Goods or Services: Goods, Services or both, as specified in the Solicitation.
 - (l) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (m) Services: The performance of labor or work, as specified in the Solicitation.
 - (n) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services, even if the CGA has statutes, regulations and procedures which overlap DAS's. However, to the extent that the CGA has statutes, regulations or procedures which the CGA determines in its sole discretion to be inconsistent with DAS's, the CGA's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in in the Contract.
 - (o) State: The State of Connecticut, including the CGA and any office, department, board, council, commission, institution or other CGA of the State.
 - (p) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (q) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Contracting Vehicle. The Solicitation may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID" IT'S USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation" and "Bid," as used in this Contract shall be read to mean "Request for Proposals," "Proposal" and "Proposer" or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.
 3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in the Contract. For purposes of this Contract, to perform and the performance in Attachment A of the Contract is referred to as "Perform" and the "Performance."

CGA TERMS AND CONDITIONS

4. Price Schedule, Payment Terms and Billing.

(a) Payment Term: Payment terms under this Contract are set forth in Exhibit B of the Contract. Payment shall be made only after the CGA receives and accepts the Goods and/or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the CGA for the Performance. The invoice shall include detailed information for Goods and/or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(b) Price Adjustments:

No price increases are allowed under this Contract.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any CGA premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The CGA may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of the CGA premises and any other location which the CGA or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor

Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the CGA's part, in the CGA and the State to use or dispose of the Rejected Goods and Contractor Property, in the CGA's sole discretion, as if the Rejected Goods and Contractor Property were the CGA's or State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the CGA or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the CGA shall invoice the Contractor for

CGA TERMS AND CONDITIONS

- all such cost and expenses and the Contractor shall reimburse the CGA no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the CGA and all State employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the CGA and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall 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.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A of the Contract and at the prices set forth in Exhibit B of the Contract. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the CGA to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B of the Contract.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the CGA unless made in writing, and signed by both parties.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the CGA. The CGA may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the CGA for a breach is without prejudice to the CGA's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, 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.
- (b) Notwithstanding any provisions in this Contract, 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.
- (c) 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

CGA TERMS AND CONDITIONS

- 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.
- (d) 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.
- (e) 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 accordance with Exhibit A of the Contract, 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.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the CGA may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the CGA.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the CGA deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such 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

CGA TERMS AND CONDITIONS

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 in accordance with Exhibit B of the Contract.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. 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 CGA, 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 CGA

shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B of the Contract and the Contractor shall pay the CGA's invoice immediately after receiving the invoice. If the CGA does not Terminate the Contract, the CGA will deduct such open market purchases from the Contract quantities. However, if the CGA deems it to be in the best interest of the CGA, the CGA may accept and use the Goods and/or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the CGA.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The CGA shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any), be signed and comply with all other State and CGA requirements, particularly the CGA's requirements concerning procurement. Purchase orders issued in compliance with these requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The CGA may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the CGA shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order.

15. Indemnification.

- (a) 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

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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.

- (b) 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.
- (c) 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.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the CGA is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The

Contractor shall cause the CGA to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the CGA prior to the Effective Date of the Contract evidencing that the CGA is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents 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 CGA is contributorily negligent.

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

16. Forum and Choice of Law.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;

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- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the CGA's option, replace them;
 - (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. The CGA does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the CGA loading dock or receiving platform. The receiving personnel of the CGA are not required to assist in this process. The decision of the CGA as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the CGA must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the CGA unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the CGA upon Title vesting in the CGA.
21. Goods Inspection. The CGA shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the CGA may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, the CGA may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated

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to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then the CGA may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against the CGA.

23. Setoff. In addition to all other remedies available hereunder, the CGA, in its sole discretion, may setoff (1) any costs or expenses that the CGA incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the CGA and (2) any other amounts that are due or may become due from the CGA to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the CGA. The CGA's right of setoff shall not be deemed to be the CGA's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the CGA.

24. Force Majeure. The CGA and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other,

explaining the cause and probable duration of any such nonperformance.

25. Advertising. The Contractor shall not refer to sales to the CGA for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the CGA's prior written approval.

26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The CGA may Terminate the Contract if the Contractor fails to comply with the Act.

27. Representations and Warranties. The Contractor, represents and warrants to CGA for itself and Contractor Parties, that:

- (a) 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 Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) 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 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) 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 CGA; or (3) any indenture, agreement, document or

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- other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) 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, making false statements, or receiving stolen property;
 - (f) 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;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) 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;
 - (i) 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;
 - (j) 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;
 - (k) 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;
 - (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
 - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
 - (n) 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 Contractor Parties;
 - (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
 - (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
 - (q) they owe no unemployment compensation contributions;
 - (R) 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;

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- (S) 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;
 - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor 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;
 - (u) 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;
 - (v) if either party Terminates the Contract, for any reason, they shall relinquish 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;
 - (w) 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;
 - (x) 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;
 - (y) 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;
 - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) 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;
 - (bb) 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
 - (cc) 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.
28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

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- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the 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, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to the Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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(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 CGA, 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 CGA of a subdivision, CGA, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the

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Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical

assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are

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treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

33. Tangible Personal Property.

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

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

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- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
34. **Whistleblowing.** The Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public 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.
35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt or sent via email.
36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (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

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aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

- (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 vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) **Professional Liability:** \$1,000,000 limit of liability.
- (d) **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.

37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

39. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same

respective rights and obligations as the term "Contractor."

40. Contractor Changes. The Contractor shall notify the CGA in writing no later than ten (10) Days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The CGA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the CGA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the CGA in accordance with the terms of the CGA's written request. The CGA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for

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in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at 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 it's and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the CGA, State and its agents.
- (c) The CGA or State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the CGA or State suspects fraud or other abuse, or in the event of an emergency, the CGA or State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the CGA/State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The CGA or State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the CGA or State and its agents in connection with an audit or inspection. Following any audit or inspection, the CGA or State 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.

43. Background Checks. The CGA may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the CGA procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the CGA and its agents in connection with such background checks.

44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, CGA employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

46. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself

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performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

- (b) The Contractor shall exercise all reasonable care to avoid damage to the CGA property or to property being made ready for the CGA's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the CGA.

47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

48. Confidential Information. The CGA will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the CGA receives. However, all materials associated with the Solicitation and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. 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 FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the CGA will endeavor to keep said information confidential to the extent permitted by law. The CGA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CGA or the State have any liability for the disclosure of any documents or information in its possession which the CGA believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

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50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with the CGA. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the CGA, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the CGA or the State, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the CGA or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public CGA and a person for the performance of a governmental function shall (a) provide that the public 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 public CGA pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public 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.

52. 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.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the 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 State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
55. Certification as Small Contractor or Minority Business Enterprise. The Contractor shall be in breach of this Contract if the Contractor is certified as a “small contractor” or a “minority business enterprise” under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

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56. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C in the Contract.
57. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CGA or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the CGA and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the CGA and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its

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own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the CGA in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CGA, any State of Connecticut entity or any affected individuals.

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

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.

58. Audit Requirements for Recipients of State Financial Assistance. 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 CGA 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

SCHEDULE A

SPECIFICATIONS FOR COMPOSITION AND HTML VERSIONS OF THE 2017 *OFFICIAL* GENERAL STATUTES OF CONNECTICUT, THE 2018 SUPPLEMENT TO THE GENERAL STATUTES, THE 2019 *OFFICIAL* GENERAL STATUTES OF CONNECTICUT, AND THE 2020 SUPPLEMENT TO THE GENERAL STATUTES

I. INTRODUCTION AND SUMMARY OF SERVICES REQUIRED

- A. **LEGISLATIVE COMMISSIONERS' OFFICE:** The Legislative Commissioners' Office (LCO) is directed by a Democratic Commissioner and a Republican Commissioner appointed by the Connecticut General Assembly (CGA), and is a nonpartisan office of the CGA whose legal staff is responsible for drafting and reviewing all bills, amendments and resolutions coming before the CGA. The LCO is also responsible for publishing the *official* Connecticut Public and Special Acts each year, codifying the Public Acts of each legislative session, revising the *official* General Statutes of Connecticut and publishing same at the beginning of each odd-numbered year, and publishing Supplements thereto at the beginning of each even-numbered year. In addition, the LCO supervises the preparation of browsable HTML versions of the General Statutes and the Supplements for use on the CGA's web site. The Joint Committee on Legislative Management is responsible for all business activities involving the LCO. The LCO is seeking the services summarized in paragraphs B and C of this section.
- B. **2017 AND 2019 *OFFICIAL* GENERAL STATUTES OF CONNECTICUT:**
- (1) Composition of the *official* General Statutes of Connecticut, revised to January 1, 2017, ("2017 General Statutes") during November/December 2016, and composition of the *official* General Statutes of Connecticut, revised to January 1, 2019, ("2019 General Statutes") during November/December 2018. The composition services shall include, but not be limited to, the preparation of electronic pages (PDF files with all fonts and images embedded) ("electronic pages") of all data or material delivered by the LCO from its Word database of the General Statutes (approximately 18,686 electronic pages for the 2017 General Statutes and approximately 19,264 electronic pages for the 2019 General Statutes). The style and format of the electronic pages shall be the same as the style and format of the *official* General Statutes of Connecticut, revised to January 1, 2015. The electronic pages will be used by the CGA's printer in the printing of the 2017 General Statutes and the 2019 General Statutes, respectively. The CGA will require all such electronic pages to be produced within the specific time periods set forth in "**II. PROJECT SPECIFICATIONS AND DEADLINES**", "**C. WORK TO BE**

PERFORMED BY THE AWARDED RESPONDENT” which, in general, represents a period of **three (3) to four (4) calendar weeks**; and

- (2) The preparation of a browsable HTML version of the 2017 General Statutes electronic pages and the 2019 General Statutes electronic pages for use on the CGA's internal and external web sites. The CGA will require such browsable HTML version of the 2017 General Statutes and the 2019 General Statutes to be delivered within **six (6) calendar weeks** from acceptance by the LCO of the 2017 General Statutes electronic pages and the 2019 General Statutes electronic pages, respectively.

C. 2018 AND 2020 SUPPLEMENT TO THE GENERAL STATUTES:

- (1) Composition of the 2018 Supplement to the General Statutes (“2018 Supplement”) during December 2017, and composition of the 2020 Supplement to the General Statutes (“2020 Supplement”) during December 2019. The composition services shall include, but not be limited to, the preparation of electronic pages of all data or material delivered by the LCO from its Word database of the General Statutes (approximately 3,394 pages for both the 2018 Supplement and the 2020 Supplement). The style and format of the electronic pages shall be the same as the style and format of the 2016 Supplement to the General Statutes. The electronic pages will be used by the CGA’s printer in the printing of the 2018 Supplement and the 2020 Supplement, respectively. The CGA will require all such electronic pages to be produced within the specific time periods set forth in “**II. PROJECT SPECIFICATIONS AND DEADLINES**”, “**C. WORK TO BE PERFORMED BY THE AWARDED RESPONDENT**” which, in general, represents a period of **two (2) to three (3) calendar weeks**; and
- (2) The preparation of a browsable HTML version of the 2018 Supplement electronic pages and the 2020 Supplement electronic pages for use on the CGA's internal and external web sites. The CGA will require such browsable HTML version of the 2018 Supplement and the 2020 Supplement to be delivered within **three (3) calendar weeks** from acceptance by the LCO of the 2018 Supplement electronic pages and the 2020 Supplement electronic pages, respectively.

II. PROJECT SPECIFICATIONS AND DEADLINES

The specific production timetables for the composition of the 2017 General Statutes electronic pages, the 2018 Supplement electronic pages, the 2019 General Statutes electronic pages and the 2020 Supplement electronic pages will be determined from the actual delivery date of Word files and manuscript copy for each publication by the LCO to the awarded Respondent.

Delivery by the LCO of the materials for the 2017 General Statutes is expected to occur between **November 7, 2016, and December 5, 2016.**

Delivery by the LCO of the materials for the 2018 Supplement is expected to occur between **December 6, 2017, and December 20, 2017.**

Delivery by the LCO of the materials for the 2019 General Statutes is expected to occur between **November 5, 2018, and December 3, 2018.**

Delivery by the LCO of the materials for the 2020 Supplement is expected to occur between **December 4, 2019, and December 18, 2019.**

NOTE: Delivery of such materials may be delayed in any year in which the CGA convenes in special session.

The specific production timetables for the preparation of the HTML version of the 2017 General Statutes, the HTML version of the 2018 Supplement, the HTML version of the 2019 General Statutes and the HTML version of the 2020 Supplement will be determined from the date of acceptance by the LCO of the 2017 General Statutes electronic pages, the 2018 Supplement electronic pages, the 2019 General Statutes electronic pages and the 2020 Supplement electronic pages, as the case may be.

A. MATERIALS TO BE DELIVERED BY THE LCO:

(1) Composition and HTML version of the 2017 and 2019 General Statutes:

The LCO shall deliver the following materials to the awarded Respondent to enable it to compose the 2017 General Statutes electronic pages and the 2019 General Statutes electronic pages and to prepare the HTML version of such electronic pages pursuant to the contract awarded pursuant to this RFP:

- (a) Microsoft Word files (“Word files”) containing representative samples of the General Statutes of Connecticut, revised to January 1, 2015, if requested to do so by the awarded Respondent. These samples will include Tables of Contents, Constitutional Documents, General Statutes, Reference Tables, Miscellaneous Pages and the Preface, for software development purposes;
- (b) One (1) set of the *official* General Statutes of Connecticut, revised to January 1, 2015, and/or the PDF files of same, for style, format and appearance purposes, if requested to do so by the awarded Respondent;
- (c) HTML files containing representative samples of the HTML version of the General Statutes of Connecticut, revised to January 1, 2015, in both browse and searchable formats, if requested to do so by the awarded Respondent for software development purposes;

- (d) Production Word files to be computer composed by the awarded Respondent into electronic pages in accordance with the composition requirements set out in this RFP;
 - (e) If required by the LCO, manuscript copy of any miscellaneous pages to be prepared and composed by the awarded Respondent into electronic pages;
 - (f) Marked up proofs, printouts or manuscript copy of any tables or forms contained in the 2017 and 2019 General Statutes that may need to be adjusted or re-proportioned by the awarded Respondent; and
 - (g) Marked up proofs, printouts or manuscript copy of any author's alterations and corrections that may be required by the LCO.
- (2) **Composition and HTML version of the 2018 and 2020 Supplement:** The LCO shall deliver the following materials to the awarded Respondent to enable it to compose the 2018 Supplement electronic pages and the 2020 Supplement electronic pages and to prepare the HTML version of such electronic pages pursuant to the contract awarded pursuant to this RFP:
- (a) Word files containing representative samples of the 2016 Supplement to the General Statutes, if requested to do so by the awarded Respondent. These samples will include Tables of Contents, General Statutes, Reference Tables, Miscellaneous Pages and the Preface, for software development purposes;
 - (b) One (1) set of the 2016 Supplement to the General Statutes, and/or the PDF files of same, for style, format and appearance purposes, if requested to do so by the awarded Respondent;
 - (c) HTML files containing representative samples of the HTML version of the 2016 Supplement to the General Statutes, in both browse and searchable formats, if requested to do so by the awarded Respondent for software development purposes;
 - (d) Production Word files to be computer composed by the awarded Respondent into electronic pages in accordance with the composition requirements set out in this RFP. Since it will not be possible to determine where each Supplement volume will break until the main contents of all volumes have been composed, the LCO will not deliver final Word files of the spines, covers and Tables of Contents to the awarded Respondent until such information becomes available;
 - (e) If required by the LCO, manuscript copy of any miscellaneous pages to be prepared and composed by the awarded Respondent into electronic pages;

- (f) Marked up proofs, printouts or manuscript copy of any tables or forms contained in the 2018 and 2020 Supplement that may need to be adjusted or re-proportioned by the awarded Respondent; and
- (g) Marked up proofs, printouts or manuscript copy of any author's alterations and corrections that may be required by the LCO.

All production Word files of data, printouts and manuscript copy shall be delivered by the LCO in accordance with work and production schedules agreed to by the LCO and the awarded Respondent.

B. SERVICES AND PRODUCTS REQUIRED BY THE CGA:

(1) Composition and HTML version of the 2017 and 2019 General Statutes:

The CGA will require the awarded Respondent to provide the following:

- (a) Electronic pages of the 2017 and 2019 General Statutes, each of which will be divided into sixteen (16) volumes as follows:

Volume 1 (includes Preface, Table of Contents, Constitutional Documents and Titles 1 to 6, inclusive) -- estimated 1,438 pages for the 2017 General Statutes and 1,490 pages for the 2019 General Statutes;

Volume 2 (includes Table of Contents and Titles 7 and 8) -- estimated 1,058 pages for the 2017 General Statutes and 1,078 pages for the 2019 General Statutes;

Volume 3 (includes Table of Contents and Titles 9 to 11, inclusive) -- estimated 1,542 pages for the 2017 General Statutes and 1,600 pages for the 2019 General Statutes;

Volume 4 (includes Table of Contents and Titles 12 to 13b, inclusive) -- estimated 1,412 pages for the 2017 General Statutes and 1,452 pages for the 2019 General Statutes;

Volume 5 (includes Table of Contents and Titles 14 to 16a, inclusive) -- estimated 1,264 pages for the 2017 General Statutes and 1,316 pages for the 2019 General Statutes;

Volume 6 (includes Table of Contents and Titles 17 to 19a, inclusive) -- estimated 1,486 pages for the 2017 General Statutes and 1,536 pages for the 2019 General Statutes;

Volume 7 (includes Table of Contents and Titles 20 to 21a, inclusive) -- estimated 918 pages for the 2017 General Statutes and 948 pages for the 2019 General Statutes;

Volume 8 (includes Table of Contents and Titles 22 to 26, inclusive) -- estimated 1,466 pages for the 2017 General Statutes and 1,498 pages for the 2019 General Statutes;

Volume 9 (includes Table of Contents and Titles 27 to 32, inclusive) -- estimated 1,480 pages for the 2017 General Statutes and 1,526 pages for the 2019 General Statutes;

Volume 10 (includes Table of Contents and Titles 33 to 37, inclusive) -- estimated 1,156 pages for the 2017 General Statutes and 1,182 pages for the 2019 General Statutes;

Volume 11 (includes Table of Contents and Titles 38 to 44, inclusive) -- estimated 1,732 pages for the 2017 General Statutes and 1,808 pages for the 2019 General Statutes;

Volume 12 (includes Table of Contents and Titles 45 to 50a, inclusive) -- estimated 1,292 pages for the 2017 General Statutes and 1,324 pages for the 2019 General Statutes;

Volume 13 (includes Table of Contents and Titles 51 to 55, inclusive) -- estimated 1,362 pages for the 2017 General Statutes and 1,396 pages for the 2019 General Statutes;

Volume 14 (Index) [**Index pages not part of this RFP**] -- estimated 4 miscellaneous pages for the 2017 and 2019 General Statutes;

Volume 15 (Index) [**Index pages not part of this RFP**] -- estimated 2 miscellaneous pages for the 2017 and 2019 General Statutes; and

Volume 16 (Index and Reference Tables) [**Index pages not part of this RFP**] -- estimated 1,042 Reference Table and miscellaneous pages for the 2017 General Statutes and 1,072 Reference Table and miscellaneous pages for the 2019 General Statutes;

- (b) Miscellaneous electronic pages for Volumes 1 to 16, inclusive, the number of which is included in the estimated page counts set forth in (a) above;
- (c) Electronic pages of the spines and covers for Volumes 1 to 16, inclusive -- total 32 pages for the 2017 and 2019 General Statutes; and
- (d) A browsable HTML version of the 2017 and 2019 General Statutes for use on the CGA's internal and external web sites.

(2) **Composition and HTML version of the 2018 and 2020 Supplement:** The CGA will require the awarded Respondent to provide the following:

- (a) Electronic pages of the 2018 and 2020 Supplement -- estimated 3,394 pages for both the 2018 Supplement and the 2020 Supplement. These electronic pages will include spines, covers, Tables of Contents, Preface, General Statutes text pages, miscellaneous pages and Reference Tables **[Index pages are not part of this RFP]**. The 2018 and 2020 Supplement will be divided into three (3) substantially even page count volumes, unless the quantity of legislation enacted by the CGA requires one or more additional volumes; and
- (b) A browsable HTML version of the 2018 and 2020 Supplement for use on the CGA's internal and external web sites.

C. WORK TO BE PERFORMED BY THE AWARDED RESPONDENT:

(1) **Composition and HTML version of the 2017 and 2019 General Statutes:** The awarded Respondent shall perform the following:

- (a) Complete all necessary software development, including the translation of the LCO's composition codes and formatting commands, required to compose the Word files of the 2017 and 2019 General Statutes, delivered by the LCO, into electronic pages as provided for in this RFP. If required by the LCO, the awarded Respondent shall submit sample electronic pages to the LCO for approval, and shall not produce the final electronic pages until the sample pages have been approved in writing by the LCO;
- (b) Prepare and deliver to the LCO electronic pages, in accordance with the composition requirements specified in this RFP, of the following elements of the 2017 and 2019 General Statutes delivered to the awarded Respondent by the LCO in the form of Word files or as manuscript copy:
 - (i) The Tables of Contents for Volumes 1 to 13, inclusive (estimated 76 pages for the 2017 and 2019 General Statutes);
 - (ii) The Constitutional Documents, consisting of the United States Constitution and the Amendments thereto, the Constitution of the State of Connecticut and the Amendments thereto, and the Codified Constitution of the State of Connecticut Incorporating all Extant Amendments;
 - (iii) Titles 1 to 55, inclusive, of the General Statutes (together with the Constitutional Documents above, estimated 17,444 pages for the 2017 General Statutes and 17,992 pages for the 2019 General Statutes);

- (iv) The Reference Tables published in Volume 16 (estimated 1,040 pages for the 2017 General Statutes and 1,070 pages for the 2019 General Statutes);
- (v) Miscellaneous pages, consisting of title pages, “Authority” page, “Cite as” pages, “Copyright” pages, “Effective Dates” pages and various divider pages, for Volumes 1 to 16, inclusive (estimated 88 pages for the 2017 and 2019 General Statutes);
- (vi) The Preface published in Volume 1 (estimated 6 pages for the 2017 and 2019 General Statutes);
- (vii) The spines and covers for Volumes 1 to 16, inclusive (total 32 pages for the 2017 and 2019 General Statutes).

The awarded Respondent shall charge the CGA for preparing the 2017 General Statutes electronic pages in accordance with the applicable prices proposed in **Attachment A1** and for preparing the 2019 General Statutes electronic pages in accordance with the applicable prices proposed in **Attachment A3**;

- (c) If required by the LCO, prepare electronic pages from manuscript copy supplied by the LCO of certain miscellaneous pages to be published in the 2017 and 2019 General Statutes (non-automated type composition). The awarded Respondent shall charge the CGA for preparing such electronic pages in accordance with the applicable prices proposed in **Attachment A1** and **Attachment A3**;
- (d) Adjust and/or re-proportion, where necessary, the format or layout of certain tables or forms as required by the LCO. The awarded Respondent shall charge the CGA for such adjustment and/or re-proportioning in accordance with the applicable prices proposed in **Attachment A1** and **Attachment A3**;
- (e) Carry out all author’s alterations and corrections which the LCO may require. The awarded Respondent shall charge the CGA for carrying out such author’s alterations and corrections in accordance with the applicable prices proposed in **Attachment A1** and **Attachment A3**;
- (f) Deliver to the LCO, or as the LCO may direct, the electronic pages incorporating the adjusted and/or re-proportioned tables and forms, spines, covers, Tables of Contents, Reference Tables, author’s alterations and corrections provided for under this RFP as follows:

- (i) Electronic pages -- in not more than **seven (7) calendar days** from receipt of the LCO's production Word files or manuscript copy;
 - (ii) Spines, covers, Tables of Contents and Reference Tables -- in not more than **seven (7) calendar days** from receipt of the LCO's production Word files or manuscript copy;
 - (iii) Author's alterations and corrections -- in not more than **five (5) calendar days** from receipt of same from the LCO;
- (g) Deliver to the LCO proof PDF files of all electronic pages generated pursuant to this RFP. Such proof electronic pages shall include trim lines and crop marks for proofing purposes. The LCO will be responsible for proofing such electronic pages in the LCO. The LCO will request that the trim lines and crop marks be removed prior to the composition of the final production electronic pages;
- (h) Prepare and deliver to the LCO a browsable HTML version of Titles 1 to 55, inclusive, of the 2017 and 2019 General Statutes, using the coded files prepared by the awarded Respondent for the composition of the electronic pages of said Titles 1 to 55, inclusive, as follows:
- (i) The awarded Respondent shall: (A) Replicate the style, format and text colorization of the browsable HTML version of the General Statutes of Connecticut, revised to January 1, 2015, including the indentation of paragraphs, the insertion of a blank line before each new paragraph, etc.; (B) provide for no point size changes in the data when displayed; (C) ensure that the browsable HTML version of the 2017 and 2019 General Statutes may be copied directly from an FTP site, CD-ROM or other media to the CGA's internal and external web sites without any file directory or HTML manipulation; (D) ensure that the browsable HTML version of the 2017 and 2019 General Statutes is compatible with the CGA's Text Search system provided on its internal and external web sites; and (E) ensure that the browsable HTML version of the 2017 and 2019 General Statutes is compatible with Edge, Internet Explorer, Chrome, Safari, Firefox and Opera. Any variations in style, format and text colorization, or in compatibility with specific browser software, shall be agreed upon by the LCO and the awarded Respondent, and such agreement shall be reduced to writing prior to the commencement of the project;
 - (ii) The awarded Respondent shall deliver the browsable HTML version of the 2017 and 2019 General Statutes not more than **six (6) calendar weeks** from acceptance of the electronic pages by the LCO;

- (iii) The awarded Respondent shall charge the CGA for the browsable HTML version of the 2017 General Statutes in accordance with the applicable prices proposed in **Attachment A1** and for the browsable HTML version of the 2019 General Statutes in accordance with the applicable prices proposed in **Attachment A3**.

(2) **Composition and HTML version of the 2018 and 2020 Supplement:** The awarded Respondent shall perform the following:

- (a) Complete all necessary software development, including the translation of the LCO's composition codes and formatting commands, required to compose the Word files of the 2018 and 2020 Supplement, delivered by the LCO, into electronic pages as provided for in this RFP. If required by the LCO, the awarded Respondent shall submit sample electronic pages to the LCO for approval, and shall not produce the final electronic pages until the sample pages have been approved in writing by the LCO;
- (b) Assist the LCO in determining where each volume shall break so as to achieve, to the extent possible, even-sized volumes (three (3) volumes unless the quantity of legislation enacted by the CGA requires one or more additional volumes);
- (c) Prepare and deliver to the LCO electronic pages, in accordance with the composition requirements specified in this RFP, of the following elements of the 2018 and 2020 Supplement delivered to the awarded Respondent by the LCO in the form of Word files or as manuscript copy:
 - (i) The Tables of Contents for each volume (estimated 30 pages);
 - (ii) Selected sections from Titles 1 to 55, inclusive, of the General Statutes to be published in the 2018 and 2020 Supplement (estimated 3,300 pages);
 - (iii) The Reference Tables published in Volume 3 or additional volume (estimated 30 pages);
 - (iv) Miscellaneous pages, consisting of title pages, "Authority" page, "Cite as" pages, "Copyright" pages, "Effective Dates" pages, and various divider pages (estimated 24 pages);
 - (v) The Preface published in Volume 1 (estimated 4 pages);
 - (vi) The spines and covers for each volume (estimated 6 pages).

The awarded Respondent shall charge the CGA for preparing the 2018 Supplement electronic pages in accordance with the applicable prices proposed in **Attachment A2** and for preparing the 2020 Supplement electronic pages in accordance with the applicable prices proposed in **Attachment A4**;

- (d) If required by the LCO, prepare electronic pages from manuscript copy supplied by the LCO of certain miscellaneous pages to be published in the 2018 and 2020 Supplement (non-automated type composition). The awarded Respondent shall charge the CGA for preparing such electronic pages in accordance with the applicable prices proposed in **Attachment A2** and **Attachment A4**;
- (e) Adjust and/or re-proportion, where necessary, the format or layout of certain tables or forms as required by the LCO. The awarded Respondent shall charge the CGA for such adjustment and/or re-proportioning in accordance with the applicable prices proposed in **Attachment A2** and **Attachment A4**;
- (f) Carry out all author's alterations and corrections which the LCO may require. The awarded Respondent shall charge the CGA for carrying out such author's alterations and corrections in accordance with the applicable prices proposed in **Attachment A2** and **Attachment A4**;
- (g) Deliver to the LCO, or as the LCO may direct, the electronic pages incorporating the adjusted and/or re-proportioned tables and forms, spines, covers, Tables of Contents, Reference Tables, author's alterations and corrections provided for under this RFP as follows:
 - (i) Electronic pages -- in not more than **seven (7) calendar days** from receipt of the LCO's production Word files or manuscript copy;
 - (ii) Spines, covers, Tables of Contents and Reference Tables -- in not more than **seven (7) calendar days** from receipt of the LCO's production Word files or manuscript copy;
 - (iii) Author's alterations and corrections -- in not more than **five (5) calendar days** from receipt of same from the LCO;
- (h) Deliver to the LCO proof PDF files of all electronic pages generated pursuant to this RFP. Such proof electronic pages shall include trim lines and crop marks for proofing purposes. The LCO will be responsible for proofing the electronic pages in the LCO. The LCO will request that the trim lines and crop marks be removed prior to the composition of the final production electronic pages;

(i) Prepare and deliver to the LCO a browsable HTML version of Titles 1 to 55, inclusive, of the 2018 and 2020 Supplement, using the coded files prepared by the awarded Respondent for the composition of the electronic pages of said Titles 1 to 55, inclusive, as follows:

- (i) The awarded Respondent shall: (A) Replicate the style, format and text colorization of the browsable HTML version of the 2016 Supplement to the General Statutes, including the indentation of paragraphs, the insertion of a blank line before each new paragraph, etc.; (B) provide for no point size changes in the data when displayed; (C) ensure that the browsable HTML version of the 2018 and 2020 Supplement may be copied directly from an FTP site, CD-ROM or other media to the CGA's internal and external web sites without any file directory or HTML manipulation; (D) ensure that the browsable HTML version of the 2018 and 2020 Supplement is compatible with the CGA's Text Search system provided on its internal and external web sites; and (E) ensure that the browsable HTML version of the 2018 and 2020 Supplement is compatible with Edge, Internet Explorer, Chrome, Safari, Firefox and Opera. Any variations in style, format and text colorization, or in compatibility with specific browser software, shall be agreed upon by the LCO and the awarded Respondent, and such agreement shall be reduced to writing prior to the commencement of the project;
- (ii) The awarded Respondent shall deliver the browsable HTML version of the 2018 and 2020 Supplement not more than **three (3) calendar weeks** from acceptance of the electronic pages by the LCO;
- (iii) The awarded Respondent shall charge the CGA for the browsable HTML version of the 2018 Supplement in accordance with the applicable prices proposed in **Attachment A2** and for the browsable HTML version of the 2020 Supplement in accordance with the applicable prices proposed in **Attachment A4**.

NOTE: The LCO and the awarded Respondent may establish mutually agreeable schedules for the delivery to the LCO of batches of the electronic pages provided for under this RFP.

D. SPECIFIC RESPONDENT GUARANTEES: In addition to the other Respondent guarantees contained in the contract, the awarded Respondent hereby agrees and guarantees:

- (1) To exercise normal care and diligence in the preparation and production of the electronic pages and the browsable HTML versions provided for in this RFP,

and to inspect same for machine malfunctions and program or other errors, and to correct any errors so identified within the applicable delivery times provided for in this RFP, and if the LCO identifies any errors created or caused by the awarded Respondent, the awarded Respondent will correct such errors at no cost to the CGA;

- (2) That all electronic pages and browsable HTML versions delivered to the LCO pursuant to this RFP shall be of good quality and free of errors and defects, except that any errors contained in the production Word files delivered by the LCO to the awarded Respondent need not be corrected unless specifically requested by the LCO;
- (3) That it will remake any defective electronic pages that may be rejected by the LCO at no additional cost to the CGA. The term “defective electronic page” shall include, but not be limited to, any electronic page that does not meet the specifications contained in this RFP;
- (4) That it will, at its own expense, correct any errors which it may create through machine malfunction, program error or otherwise which the LCO may discover before or after the electronic pages provided for in this RFP have been used by the CGA’s printer in the preparation of the printed copies of the 2017 General Statutes, the 2018 Supplement, the 2019 General Statutes or the 2020 Supplement, as the case may be, and that if it is not reasonably possible for the CGA’s printer to effect any such correction due to the status of production of the 2017 General Statutes, the 2018 Supplement, the 2019 General Statutes or the 2020 Supplement, as the case may be, the awarded Respondent will, at its own expense, provide errata sheets or labels in the quantity of the print run of the volumes affected and shall assume the distribution costs of the errata sheets or labels;
- (5) That it will, at its own expense, correct any errors it may create in the preparation of the browsable HTML versions provided for in this RFP;
- (6) To insure that any CD-ROMs delivered to the LCO pursuant to the contract are complete, readable and virus free;
- (7) To perform all work and make all deliveries of services and products as provided for in this RFP and in accordance with work and production schedules to be mutually agreed upon by the LCO and the awarded Respondent; and
- (8) If requested by the LCO, to return all materials delivered by the LCO to the awarded Respondent pursuant to this RFP in good condition within two (2) calendar weeks of completion of the services provided for in this RFP.

E. LIABILITY FOR LOSS OR INJURY TO MATERIALS: The awarded Respondent shall be liable for any loss of or injury to any material furnished under the contract which is caused by the awarded Respondent's failure to exercise such care in regard to the material as a reasonably careful owner of similar material.

F. DELIVERY: All electronic pages and browsable HTML versions provided for under this RFP, and any materials being returned by the awarded Respondent to the LCO pursuant to the contract, shall be delivered or transmitted to the LCO, Room 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or to the e-mail address or Internet FTP site specified by the LCO, or to such other address as the LCO may designate in writing. **The cost of transportation, including express air transportation, shall be included in the applicable prices proposed in Attachment A1 -- A4 of this RFP.**

G. LIQUIDATED DAMAGES FOR LATE DELIVERY: It is understood and agreed that time is of the essence and that in the case of failure on the part of the awarded Respondent, except with the written consent of the LCO, to complete the furnishing and delivery of the electronic pages and/or the browsable HTML versions as provided for in the contract within the times required, the CGA shall have the right to deduct from any moneys due or which may become due, or if no moneys shall become due, the right to recover, the amount of five hundred dollars (\$500.00) for each calendar day elapsing between the time agreed for delivery and the actual date of delivery, in accordance with the terms of the contract, the deduction to be made or the sum to be recovered as liquidated damages.

H. PASSING OF TITLE: Title to and possession of the electronic pages and the browsable HTML versions provided for under the contract shall pass to the CGA upon delivery of same to the LCO, Room 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or to the e-mail address or Internet FTP site specified by the LCO, or to such other address as the LCO may designate in writing.

I. USE BY RESPONDENT OF MATERIALS DELIVERED BY THE LCO: The awarded Respondent shall not divulge or utilize for its own benefit or purposes, or for the benefit or purposes of any of its clients or subscribers or any other person, any material delivered to it or acquired by it in the course of preparing the electronic pages and the browsable HTML versions provided for under the contract without the prior written consent of the Legislative Commissioners, or their designee, on behalf of the CGA.

III. RESPONDENT'S SPECIFIC QUALIFICATIONS

A. RESPONDENT'S SPECIFIC QUALIFICATIONS: Since the Respondent's proven ability to compose electronic pages and produce browsable HTML format documents, as required by this RFP, in an accurate, timely, confidential and efficient manner is the most important factor, other than price, to be considered by the CGA in awarding the contract, the Respondent shall meet the following qualifications:

- (1) **Years of Experience:** Ten (10) or more years successful experience in composing electronic pages and producing browsable HTML format documents similar in quantity and complexity to those required by this RFP, as owner of, partner in or operator of a business or businesses providing such services;
- (2) **Number of Full-Time Employees:** Employ in house at the Respondent's central location or place of business, throughout the term of the contract, not less than five (5) full-time, fully trained professional and/or technical employees experienced in all aspects of composing electronic pages and preparing browsable HTML format documents, as required by this RFP, in an accurate, timely and confidential manner;
- (3) **Location of Business:** Have a central location or place of business at which the Respondent will keep all Word files and materials delivered by the LCO and at which the Respondent and the Respondent's employees will carry out the services specified in this RFP, so as to insure availability during normal business hours, security for the Word files and materials delivered by the LCO, compliance with the required delivery schedules, quality assurance and confidentiality, provided this requirement shall not preclude the awarded Respondent's employees from carrying out any portion of the services specified in this RFP through work at home authorized by the awarded Respondent.

B. EVIDENCE OF RESPONDENT'S QUALIFICATIONS: The Respondent shall provide the CGA with evidence of how the Respondent meets the qualification requirements set forth in paragraph A of this section.

IV. SAMPLES

Respondents may access examples of Word files to be composed pursuant to this RFP on the CGA's FTP site at <ftp://ftp.cga.ct.gov/pub/statutes> (See Directories 2015_General_Statutes and 2016_Supplement_to_the_General_Statutes).

The browsable version of the General Statutes of Connecticut, revised to January 1, 2015, may be accessed at <http://www.cga.ct.gov/current/pub/titles.htm>, and in the CGA's Text Search system at http://search.cga.state.ct.us/r/statute/dtsearch_form.asp (select "Chapter Format" database).

The browsable version of the 2016 Supplement to the General Statutes of Connecticut may be accessed at <http://www.cga.ct.gov/2016/sup/titles.htm>, and in the CGA's Text Search system at http://search.cga.state.ct.us/r/statute/dtsearch_form.asp (select "Supplement - Chapter" database).

V. COMPOSITION REQUIREMENTS

The following are the style, format, composition codes and rules applicable to the composition of the 2017 and 2019 General Statutes electronic pages and the 2018 and 2020 Supplement electronic pages.

A. RE-PROPORTIONING OF DATA OR TEXT: All data or text supplied by the LCO to the awarded Respondent in the form of Word files must be re-proportioned so as to meet the page specifications described in this RFP.

B. STYLES AND FORMATS: The style and format of the 2017 and 2019 General Statutes shall be the same as the style and format of the *official* General Statutes of Connecticut, revised to January 1, 2015. The style and format of the 2018 and 2020 Supplement shall be the same as the style and format of the 2016 Supplement to the General Statutes. If any of the composition rules and requirements described in this RFP are at variance with the aforementioned styles and formats, the style and format of the *official* General Statutes of Connecticut, revised to January 1, 2015, and the 2016 Supplement thereto, as the case may be, shall take precedence unless otherwise specifically required by the LCO. Any variations in style and format shall be agreed upon by the LCO and the awarded Respondent, and such agreement shall be reduced to writing prior to the commencement of the relevant project.

C. GENERAL SPECIFICATIONS FOR ALL PAGES:

- (1) Font = Times Roman. **Font must distinguish between a lower case “L” and the Arabic numeral “1”;**
- (2) Face = roman, except as otherwise coded for bold or italic;
- (3) Point size = 10, except as otherwise coded;
- (4) Leading = 11, except as otherwise coded;
- (5) Running heads = see specific requirements described below;
- (6) Running foot applicable to the 2018 and 2020 Supplement only = all pages, both recto and verso, unless otherwise specified by the LCO, shall carry the centered running foot “**2018 SUPPLEMENT TO THE GENERAL STATUTES**”, or “**2020 SUPPLEMENT TO THE GENERAL STATUTES**”, as the case may be, set 8/9 bold, and separated from the text above by approximately 12 points of leading. On those pages that have the folio centered at the foot of the page, the running foot shall appear below the folio and separated from it by approximately 12 points of leading. **The running foot is not included in the LCO's Word files and must be inserted by the awarded Respondent;**

- (7) Print area/box, including running head and folio = 30 x 49.5 picas. **NOTE:** Page depth may be increased to 50.5 picas to prevent unacceptable page breaks and widow lines, etc., provided there is no more than a 12 point difference in the length of facing pages.

D. ELECTRONIC PAGES: All electronic pages prepared pursuant to the awarded contract shall be, when printed, in the form of single pages measuring not less than 54 picas long by not less than 36 picas wide. There shall be top margins of at least 2 picas of white space, measured from the top of the header text to the edge of the page, bottom margins of at least 3 picas of white space, measured from the bottom of the text body, centered folio or footer, as applicable, to the edge of the page, and side margins of at least 2.5 picas each of white space. All pages shall meet these requirements even though the actual area of print does not fill the normal print area of 30 x 49.5 picas.

E. TABLES OF CONTENTS:

- (1) **Running head:** Running head = “CONTENTS” set 8/9 roman on each page except the first page which has no running head. **The running head is not included in the LCO’s Word files and must be inserted by the awarded Respondent. NOTE:** Running heads must be separated from the top of the column headings by a fixed 12 points of leading;
- (2) **Folios:** Folios = lower case roman, centered at the foot of each page and separated from the text by approximately 12 points of leading;
- (3) **Column headings:** Column headings = set 8/9 roman as follows:

Volume 1 of the 2017 and 2019 General Statutes: Below “CONSTITUTIONAL DOCUMENTS” the word “Page:”, justified right, is the only column heading. There is no additional leading between the column heading and the text;

Remainder of Volume 1 and Volumes 2 to 13, inclusive, of the 2017 and 2019 General Statutes, and all volumes of the 2018 and 2020 Supplement: Except in the case of Title 42a, the column headings are “Chapter:”, justified left, and “Beginning Section:” justified right. These column headings appear at the start of the Table of Contents in each volume and then below the running head on each subsequent page. The column headings are separated from the text by approximately 12 points of leading;

Title 42a: The column headings are “Article:”, justified left, and “Beginning Section:”, justified right. These column headings must appear at the start of Title 42a and below the running head on subsequent pages until the start of Title 42b when the column headings revert to “Chapter:” and “Beginning Section:”.

F. CONSTITUTIONAL DOCUMENTS and GENERAL STATUTES:

(1) **Running heads for the Constitutional Documents:** Running heads = centered lines set 8/9 roman. There are no running heads on the first page of the following: The Constitution of the United States, the Amendments to the Constitution of the United States, the Constitution of the State of Connecticut, the Amendments to the Constitution of the State of Connecticut, and the Codified Constitution of the State of Connecticut Incorporating all Extant Amendments. The pages without running heads are all recto pages. For all other pages of the Constitutional Documents, both recto and verso, the running heads are as follows:

For the Constitution of the United States:

CONSTITUTION OF THE UNITED STATES

The verso gutter margin running head carries the abbreviated Article number (e.g., “Art. VI”) of the first new Article appearing on the page, or the Article number from the previous page, as appropriate.

The recto gutter margin running head carries the abbreviated Article number (e.g., “Art. VII”) of the last new Article appearing on the page, or the Article number from the previous page, as appropriate;

For the Amendments to the Constitution of the United States:

AMENDMENTS TO THE
CONSTITUTION OF THE UNITED STATES

The verso gutter margin running head carries the abbreviated Article number (e.g., “Art. XX”) of the first new Article appearing on the page, or the Article number from the previous page, as appropriate.

The recto gutter margin running head carries the abbreviated Article number (e.g., “Art. XXIII”) of the last new Article appearing on the page, or the Article number from the previous page, as appropriate;

For the Constitution of the State of Connecticut:

CONSTITUTION OF THE STATE OF CONNECTICUT

The verso gutter margin running head carries the abbreviated Article number (e.g., “Art. V”) of the first new Article appearing on the page, or the Article number from the previous page, as appropriate.

The recto gutter margin running head carries the abbreviated Article number (e.g., “Art. VIII”) of the last new Article appearing on the page, or the Article number from the previous page, as appropriate;

For the Amendments to the Constitution of the State of Connecticut:

AMENDMENTS TO THE
CONSTITUTION OF THE STATE OF CONNECTICUT

The verso gutter margin running head carries the abbreviated Article number (e.g., “Art. XXIII”) of the first new Article appearing on the page, or the Article number from the previous page, as appropriate.

The recto gutter margin running head carries the abbreviated Article number (e.g., “Art. XXIX”) of the last new Article appearing on the page, or the Article number from the previous page, as appropriate;

For the Codified Constitution of the State of Connecticut Incorporating all Extant Amendments:

CODIFIED CONSTITUTION
OF THE STATE OF CONNECTICUT
INCORPORATING ALL EXTANT AMENDMENTS

The verso gutter margin running head carries the abbreviated Article number (e.g., “Art. VII”) of the first new Article appearing on the page, or the Article number from the previous page, as appropriate.

The recto gutter margin running head carries the abbreviated Article number (e.g., “Art. X”) of the last new Article appearing on the page, or the Article number from the previous page, as appropriate.

The running head information for the Constitutional Documents as set forth above is not included in the LCO’s Word files and must be inserted by the awarded Respondent;

(2) **Running heads for the General Statutes:** Running heads = centered lines set 8/9 roman. There are no running heads on the first page of each new Title of the General Statutes (except Titles 2a and 2b). The pages without running heads are all recto pages. For all other pages, the recto running head picks up the abbreviated form of the last new Chapter number (e.g., “Ch. 3”) and its heading appearing on the previous page, or the last new Chapter number, in its abbreviated form, and its heading appearing on the page, and the folio. For example:

Ch. 3

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NOTE: Chapter running heads can include up to six lines of text.

source line documents. It is also used to denote cross-references and annotations in the Constitutional Documents;

“**M**” documents -- This document type is used to denote all General Statutes history documents;

“**N**” documents -- This document type is used to denote all General Statutes cross-reference documents;

“**T**” documents -- This document type is used to denote all General Statutes annotation documents.

The basic typesetting characteristics and requirements of these various documents types are set out in “(5) **Condition codes**” below. The relationships between these various document types are set out in “(6) **Keeps and Releases**” below;

(5) **Condition codes:** The following condition codes are used within the various document types to indicate the basic point size, leading and formatting of the material subject to the codes. The awarded Respondent shall supply and test all necessary software to interpret the condition codes as described below in this RFP. The relationships between the various condition codes are set out in “(6) **Keeps and Releases**” below:

“**A**” documents (Title numbers and headings) contain some or all of the following condition codes:

- +A controls line containing “TITLE” and Title number. Drops line down 5 picas, + or – 12 points, from top of page. Sets line 10/11 roman;
- @A turns off this code;
- +B controls each line of Title name. Spaces down 12 points from Title number line and sets title name 10/11 bold;
- @B turns off this code;
- +U controls 7 point asterisked footnotes and cross-references which may be attached to Title number. Sets text 7/8 roman. **^T+n^** codes (where “**n**” equals a specific number of lines) must translate to the indicated number of 7 point variable lines of leading. Each blank line must translate to a 7 point variable line of leading;
- @U turns off this code;
- +V same as “+U”;

@V turns off this code;

“D” documents (Chapter and Article numbers and headings) contain some or all of the following condition codes:

+D controls line containing “CHAPTER” or “ARTICLE” and the Chapter or Article number. Spaces line down 2 picas, + or – 6 points, from preceding line of text except when Chapter or Article starts on a new page, in which case the line is not spaced down. Sets line 10/11 roman;

@D turns off this code;

+E controls each line of Chapter or Article name. Spaces down 12 points from Chapter or Article number line and sets name 10/11 bold;

@E turns off this code;

+U controls 7 point asterisked footnotes and cross-references which may be attached to Chapter or Article number. Sets text 7/8 roman. **^T+n^** codes (where “n” equals a specific number of lines) must translate to the indicated number of 7 point variable lines of leading. Each blank line must translate to a 7 point variable line of leading;

@U turns off this code;

+V same as “+U”;

@V turns off this code;

“F” documents (Part numbers and headings) contain some or all of the following condition codes:

+F controls line containing “PART” and Part number. Spaces line down 2 picas, + or – 6 points, from preceding line of text except when Part starts on a new page, in which case the line is not spaced down. Sets 10/11 roman;

@F turns off this code;

+G controls each line of Part name. Spaces down 12 points from Part number line and sets 10/11 bold;

@G turns off this code;

+U controls 7 point asterisked footnotes and cross-references which may be attached to Part number. Sets text 7/8 roman. **^T+n^** codes (where “n” equals a specific number of lines) must translate to the indicated number of 7 point variable lines of leading. Each blank line must translate to a 7 point variable line of leading;

@U turns off this code;

+V same as “+U”;

@V turns off this code;

“H” documents (Subpart indicators and headings) contain some or all of the following condition codes:

+H controls line containing Subpart indicator such as “(A)” or “(C1)”. Spaces line down 2 picas, + or – 6 points, from preceding line of text except when Subpart starts on a new page, in which case the line is not spaced down. Sets 10/11 roman;

@H turns off this code;

+I controls each line of Subpart name. Spaces down 12 points from Subpart indicator number line and sets Subpart name 10/11 bold;

@I turns off this code;

+U controls 7 point asterisked footnotes and cross-references which may be attached to Subpart indicator number. Sets text 7/8 roman. **^T+n^** codes (where “n” equals a specific number of lines) must translate to the indicated number of 7 point variable lines of leading. Each blank line must translate to a 7 point variable line of leading;

@U turns off this code;

+V same as “+U”;

@V turns off this code;

“K” documents (Section text -- used in the General Statutes and in the Constitutional Documents) contain the following condition codes:

+K controls regular section text. Spaces text down 12 points, +6 or –3 points. Sets 10/11 roman unless coded for bold or italics. **^T+n^** codes (where “n” equals a specific number of lines) must translate to the indicated number of 10 point variable lines of leading. Each blank line

must translate to a 10 point variable line of leading, +3 or -3 points. **NOTE:** In certain cases, the condition code “L” described below is used within a “K” document to denote a change in point size and leading to 7/8. The change is ended by “@L” followed by “+K” to denote a change back to 10/11;

@K turns off this code;

“L” documents (Source line text -- when used in the General Statutes. Also used in the Constitutional Documents to denote annotations) contain the following condition codes:

+L controls source line text in the General Statutes and annotations in the Constitutional Documents. Spaces text down 6 points, +3 or -2 points. Sets 7/8 roman unless coded for bold or italics. **^T+n^** codes (where “n” equals a specific number of lines) must translate to the indicated number of 7 point variable lines of leading. Each blank line must translate to a 7 point variable line of leading.

NOTE: In certain cases, the condition code “L” is used within a “K” document to denote a change in point size and leading from 10/11 to 7/8. The change is ended by “@L” followed by “+K” to denote a change back to 10/11;

@L turns off this code;

“M” documents (Section histories) contain the following condition codes:

+M controls section histories. Spaces text down 6 points, +3 or -2 points. Sets 7/8 roman unless coded for bold or italics. **^T+n^** codes (where “n” equals a specific number of lines) must translate to the indicated number of 7 point variable lines of leading. Each blank line must translate to a 7 point variable line of leading;

@M turns off this code;

“N” documents (Cross-references) contain the following condition codes:

+N controls section cross-references. Spaces text down 6 points, +3 or -2 points. Sets 7/8 roman unless coded for bold or italics. **^T+n^** codes (where “n” equals a specific number of lines) must translate to the indicated number of 7 point variable lines of leading. Each blank line must translate to a 7 point variable line of leading;

@N turns off this code;

“T” documents (Annotations) contain the following condition codes:

+T controls annotations. Spaces text down 6 points, +3 or -2 points. Sets 7/8 roman unless coded for bold or italics. ^T+n^ codes (where “n” equals a specific number of lines) must translate to the indicated number of 7 point variable lines of leading. Each blank line must translate to a 7 point variable line of leading.

@T turns off this code;

(6) **Keeps and Releases:** The following are the rules for keeping the various document types and text elements subject to the various condition codes together. These rules are designed to prevent bad page breaks and widow lines. The awarded Respondent shall supply and test all necessary software, etc., to ensure that the following rules are complied with:

“A” documents (Title numbers and headings):

- (a) +A and +B conditions -- keep together on same page;
- (b) +A and +B and +U conditions -- leave 2 lines of “U” on same page with “A” and “B” before breaking to new page. Also, not less than 2 lines of “U” should be carried over to next page. **NOTE:** This 2-line rule can be changed to 1 line in each case if needed to meet page depth or balancing requirements;
- (c) +A and +B and +V conditions -- same rule as in (b) above;

“D” documents (Chapter and Article numbers and headings):

- (a) +D and +E conditions -- keep together on same page;
- (b) +D and +E and +U conditions -- leave 2 lines of “U” on same page with “D” and “E” before breaking to new page. Also, not less than 2 lines of “U” should be carried over to next page. **NOTE:** This 2-line rule can be changed to 1 line in each case if needed to meet page depth or balancing requirements;
- (c) +D and +E and +V conditions -- same rule as in (b) above;

NOTE: “D” documents followed by “K” documents -- leave 2 lines of “K” document on same page as “D” document. Also, not less than 2 lines of “K” should be carried over to next page. This 2-line rule can be changed to 1 line in each case if needed to meet page depth or balancing requirements;

“F” documents (Part numbers and headings):

- (a) +F and +G conditions -- keep together on same page;
- (b) +F and +G and +U conditions -- leave 2 lines of “U” on same page with “F” and “G” before breaking to new page. Also, not less than 2 lines of “U” should be carried over to next page. **NOTE:** This 2-line rule can be changed to 1 line in each case if needed to meet page depth or balancing requirements;
- (c) +F and +G and +V conditions -- same rule as in (b) above;

NOTE: “F” documents followed by “H” documents -- keep together on same page if possible. If not possible, all elements of “F” document must be kept together and all elements of “H” document must be kept together;

NOTE: “F” documents followed by “K” documents -- leave 2 lines of “K” document on same page as “F” document. Also, not less than 2 lines of “K” document should be carried over to next page. This 2-line rule can be changed to 1 line in each case if needed to meet page depth or balancing requirements;

“H” documents (Subpart indicators and headings):

- (a) +H and +I conditions -- keep together on same page;
- (b) +H and +I and +U conditions -- leave 2 lines of “U” on same page with “H” and “I” before breaking to new page. Also, not less than 2 lines of “U” should be carried over to next page. **NOTE:** This 2-line rule can be changed to 1 line in each case if needed to meet page depth or balancing requirements;
- (c) +H and +I and +V conditions -- same rule as in (b) above;

NOTE: “H” documents followed by “K” documents -- leave 2 lines of “K” document on same page as “H” document. Also, not less than 2 lines of “K” document should be carried over to next page. This 2-line rule can be changed to 1 line in each case if needed to meet page depth or balancing requirements;

“K” documents (Section text), “L” documents (Source lines),
 “M” documents (Histories), “N” documents (Cross-references), and
 “T” documents (Annotations):

- (a) Whenever any of the above document types is affected by a page break, at least 2 lines of the affected document should be kept together at the foot of one page and 2 lines at the top of the next page. **NOTE:** This 2-line rule can be changed to 1 line if needed to meet page depth or balancing requirements;

(b) At least 2 lines of adjoining document types should be kept together.
NOTE: This 2-line rule can be changed to 1 line if needed to meet page depth or balancing requirements;

(c) Widow lines from any document type must be avoided whenever possible, especially when they might occur on other than facing pages. For facing pages the rules may be more flexible;

(7) **Adding and deleting space:** Priorities for adding and deleting space when leading must be adjusted for page depth or balancing purposes and the avoidance of widow lines:

Add space:

First choice -- to leading surrounding "L", "M", "N" and "T" documents;

Second choice -- to leading surrounding "K" documents and leading within "K" documents;

Third choice -- to leading surrounding "H" documents; "F" documents; "D" documents and "A" documents, in that order;

Delete space:

First choice -- from leading surrounding "A" documents; "D" documents; "F" documents and "H" documents, in that order;

Second choice -- from leading surrounding "K" documents and leading within "K" documents;

Third choice -- from leading surrounding "L", "M", "N" and "T" documents.

G. REFERENCE TABLES:

(1) **Running heads:** Set 8/9 roman except where italics are required. **The running heads are not included in the LCO's Reference Table Word files and must be inserted by the awarded Respondent;**

(2) **Folios:** Folios = Arabic numerals, outside top margin both recto and verso. All Reference Table pages have folios;

(3) **Types of Reference Table:** The LCO will supply Word files for the following types of Reference Table:

Four-double-column Reference Tables: Set 8/9 roman. Each page to contain four (4) double columns of data, no more than 6.5 picas wide, separated by vertical rule lines. (**NOTE:** This type of Reference Table will be included in the 2017 and 2019 General Statutes only);

Two-double-column Reference Tables: Set 8/9 roman:

Each page to contain two (2) double columns of data, no more than 14 picas wide separated by vertical rule lines, or

Each page to contain one (1) double column of data separated by dot leaders;

(4) **Vertical rule lines and dot leaders: The vertical rule lines and dot leaders required in connection with the four-double-column and two-double-column Reference Tables referred to in (c) above are not included in the LCO's Word files and must be inserted by the awarded Respondent;**

H. MISCELLANEOUS PAGES AND PREFACE:

(1) **Running heads:** The miscellaneous pages do not have running heads. The Preface pages have the running head "PREFACE" set 8/9 roman. **This running head is not included in the LCO's Word file and must be inserted by the awarded Respondent;**

(2) **Folios:** The miscellaneous pages do not have any folios. The Preface folios = lower case roman, centered at the foot of each page and separated from the text by approximately 12 points of leading;

I. SPINES AND COVERS: The spines and covers for the 2017 and 2019 General Statutes shall match the spines and covers of the *official* General Statutes of Connecticut, revised to January 1, 2015, and the spines and covers for the 2018 and 2020 Supplement shall match the spines and covers of the 2016 Supplement to the General Statutes.

J. COMPOSITION CODING AND FORMATTING COMMANDS:

(1) **Composition Coding and Formatting Commands:** The LCO may use some or all of the following composition coding and formatting commands in the preparation of the Word files of the 2017 and 2019 General Statutes and the 2018 and 2020 Supplement. The awarded Respondent shall supply and test all necessary software, etc., to ensure that the composition coding and formatting commands are correctly translated so as to produce the electronic pages as required by this RFP;

(2) **Composition coding:** The following composition codes are highlighted in the LCO's Word files. The alpha characters are non-case sensitive and therefore may appear in upper or lower case:

- ^T+n^** (where **n** is a numeric) = Extra **variable** leading. Numeric indicates the number of extra variable lines of leading that must be added. The amount of leading per line is controlled by the requirements of the document type being composed;
- ^T+n;UNC^** (where **n** is a numeric) = Extra **non-variable** leading. Same as **^T+n^** except extra leading is a fixed amount and usually may not be varied;
- ^CPn^** (where **n** is a numeric) = change point size code. This code is used to indicate a change in point size to the size indicated by the numeric;
- ^CLn^** (where **n** is a numeric) = change leading code. This code is used to indicate a change in leading to the amount indicated by the numeric;
- NOTE:** Usually the change point size code and the change leading code appear together. e.g. **^CP7^CL8^** indicates a change to 7/8 and **^CP10^CL11^** indicates a change to 10/11;
- ^CLnn^,^CLnnn^,^CLn^** (where **n** is a numeric) = multiple change leading codes may be used to indicate optimum, maximum and minimum leading;
- ^TS^** = tab code. Each code represents a tab indent and instructs the typesetter to position the text accordingly;
- ^.L^** = dot leader code. This code instructs the typesetter to insert dot leaders to the end of the line unless otherwise specified;
- ^.L^^QM^** = quad text preceding coding to left margin and text following coding to right margin, filling in space between with leaders and leaving a 1 em space in front of the right-quadded text;
- ^#L^** = space leader code. This code instructs the typesetter to insert space leaders to the end of the line unless otherwise specified;

^_L^	= baseline dash leaders code. This code instructs the typesetter to insert baseline dash leaders to the end of the line unless otherwise specified;
^M^	= em space code. This code instructs the typesetter to inset an em space in the current point size;
^N^	= en space code. This code instructs the typesetter to insert an en space in the current point size;
^_..^	= en dash code. This code instructs the typesetter to insert an en dash in the current point size. NOTE: Two hyphens (--) together without coding shall also be composed as an en dash;
^B^	= bold face code. This code instructs the typesetter to turn on bold face switch. ^\$^ turns off the switch;
^I^	= italic code. This code instructs the typesetter to turn on the italic switch. ^\$^ turns off the switch;
^\$^	= cancel bold face and italic codes. This code turns off both the bold face switch and the italic switch. This code also turns off the subscript ^SB^ and superscript ^SP^ codes as described below;
^VB^	= voting box code. This code instructs the typesetter to insert a voting box in the current point size;
^VX^	= voting box with cross (x) code. This code instructs the typesetter to insert a voting box with cross (x) in the current point size;
^VK^	= check mark code. This code instructs the typesetter to insert a check mark in the current point size;
^FM^ (input as ^FM'^)	= foot mark code. This code precedes a single input quote and instructs the typesetter to set the quote as a foot mark in the current point size;
^CT^	= cent sign code. This code instructs the typesetter to inset a cent sign in the current point size;
^SB^	= subscript code. This code instructs the typesetter to turn on the subscript switch until turned off by ^\$^ ;

- ^SP^** = superscript code. This code instructs the typesetter to turn on the superscript switch until turned off by **^\$^**;
- ^O''^** = open double quotes code. This code instructs the typesetter to set double opening quotes. **NOTE: Input double quotes without coding:** The first set of quotes encountered must set as opening quotes by logic;
- ^C''^** = closing double quotes code. This code instructs the typesetter to set double closing quotes. **NOTE: Input double quotes without coding:** The second set of quotes encountered must set as closing quotes by logic;
- ^O'^** = open single quote code. This code instructs the typesetter to set a single opening quote. **NOTE: Input single quote without coding:** The first single quote encountered must set as a single opening quote by logic;
- ^C'^** = closing single quote code. This code instructs the typesetter to set a single closing quote. **NOTE: Input single quote without coding:** The second single quote encountered must set as a single closing quote by logic;
- ^PH^** = paragraph symbol code. This code instructs the typesetter to insert a paragraph symbol in the current point size;
- ^SM^** = section mark symbol code. This code instructs the typesetter to insert a section mark symbol in the current point size;
- ^CS^** = cross (x) symbol code. This code instructs the typesetter to insert a cross (x) in the current point size;
- ^DG^** = degree sign code. This code instructs the typesetter to insert a degree sign in the current point size;
- ^DA^** = dagger symbol code. This code instructs the typesetter to insert a dagger in the current point size;

- = multiple underscores input without spaces between must be composed by the typesetter as a solid rule line. The awarded Respondent will be required to generate all such lines to match those used in the past without regard to the actual number of input underscores;
- ^QT^ = quad top code. This code instructs the typesetter to force text up in those cases where there is insufficient text to fill a page so as to prevent loose pages;
- ^XB^ ^XE^ = suppress text from printing codes. These two codes are used in the Constitutional Documents and instruct the typesetter not to set the text which lies between them;

(3) **Word files:** LCO will initially produce Word files using Windows 7 and the version of Word contained in Microsoft Office 2010. LCO anticipates using new versions of Microsoft's Windows operating system and Office software at some point during the term of the contract. The awarded Respondent shall have the capability to prepare the electronic pages provided for under this RFP from Word files produced using Word 2010 and at least two subsequent versions, Word 2013 and Word 2016. The awarded Respondent shall contact the LCO prior to the composition of the 2017 General Statutes, the 2018 Supplement, the 2019 General Statutes, and the 2020 Supplement to verify the LCO's current operating system and version of Word. In addition to the composition codes listed above, the Word files include a number of special characters or symbols, such as braces, crosses, plus marks, check marks, degree marks, prime marks, alpha and numeric superscripts, etc. Normal Word formatting will be used (e.g., justifying and centering text). The files will also include Word subscripts, bolding, italics, underscoring, etc. It is the awarded Respondent's responsibility to identify all composition codes and Word special characters and symbols, formatting commands, etc., and to interpret them correctly in the preparation of the electronic pages provided for under this RFP. The font used by the LCO in maintaining the Word files is 12 point Courier New.