

# The Connecticut General Assembly

## Joint Committee on Legislative Management

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*Executive Director*



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*Speaker of the House*

Christopher G. Donovan, *House Majority Leader*  
Robert M. Ward, *House Minority Leader*

September 15, 2006

TO: All Vendors of Record

FROM: Linda Voghel

RE: Printing of the Official 2007 Connecticut General Statutes and the 2008 General Statutes Supplement Request for Proposals

Response to Vendor Questions

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The following responses to vendor inquiries are provided to those vendors who have received the Connecticut General Assembly's Request for Proposal for the printing of the 2007 Connecticut General Statutes and the 2008 General Statutes Supplement.

Please note that the deadline for receipt of all sealed proposals is **5:00 p.m. September 25, 2006** in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

## REQUEST FOR PROPOSAL

### PRINTING OF THE 2007 CONNECTICUT GENERAL STATUTES AND THE 2008 GENERAL STATUTES SUPPLEMENT

#### Joint Committee on Legislative Management

#### Vendor Questions and Responses

1). Please provide information regarding vendor proposals submitted for the most recent printings of the General Statutes and Statute Supplements.

Information regarding vendors and pricing for the previous printings are attached (Attachment A).

2). Please provide the RFP documents issued for the most recent printings of the General Statutes and Statute Supplements.

The RFP documents for both printing projects are attached (Attachment B).

3). Page 33 of the RFP, "Delivery Instructions," indicates that the contractor must arrange for inside delivery at all local delivery points listed. Can the CGA provide contact names and telephone numbers of vendors who have previously provided these services to the awarded contractor?

The only company this office is aware of that has provided these services under some prior contracts is New England Transportation, Inc., P.O. Box 775, 500 Sullivan Avenue, South Windsor, Connecticut 06074, (860) 528-9695. This is neither an endorsement nor recommendation of this vendor, only a statement of fact as to a vendor who has provided these services in the past. It is the sole responsibility of all proposers to locate a responsible local vendor capable of meeting inside delivery requirements.

4). Please provide a list of names of companies providing bid bond services that are licensed in the State of Connecticut.

It is the sole responsibility of all proposers to provide a bid bond as required. The Office of Legislative Management does not retain a list of bid bond companies or insurance companies that provide bid bonds.

5). Is 608 – 714 ppi for paper stock acceptable, or is 740 ppi an absolute requirement?

The 608 – 714 ppi range is not acceptable. None of the stock specifications included in the RFP is negotiable, including the "740 ppi or better" requirement.

6). What is the area on the front cover and spine that will be foil stamped? Will the back cover be foil stamped?

The area of foil stamping is not something that is calculated by the Legislative Commissioners' Office. There is no stamping on the back covers. There is stamping on the spines and front covers. Vendors

interested in getting a better idea of foil stamping area should request sample volumes as indicated in the original RFP.

7). Under Number 2 of the 2007 General Statutes “Delivery Instructions” (on page 33 of the RFP), is reference to individual books or sets of books?

Number 2 of the “Delivery Instructions” refers to the specified numbers of volumes or books, not sets.

8). What type and weight of text stock was used for the last printing of the General Statutes and Statute Supplements? From what source was the stock obtained by the awarded printer?

All volumes of the 2005 General Statutes were printed using “25 Restore Cote.” Volumes 2, 5, and 7 were printed on 45# stock with a ppi of 840. All other volumes were printed on 40# stock with a ppi of 750. The decision on what weight to use was determined by the awarded printer, and the variation in paper was done to provide a greater uniformity in the size of the volumes. The 2006 Supplement was printed on “40# Restore Cote.” The choice of paper source is solely that of the proposing vendor and is not something that involves the Office of Legislative Management.

9). Will the awarded vendor be required to retain residual stock (stock in excess of the required counts contained in the RFP) on hand in their warehouse?

The awarded vendor will not be required to warehouse any individual books or sets. Upon completion of the print job, all required books and sets are to be delivered as directed to the state. Should there be any volumes or sets that are discovered to be defective upon receipt, the awarded vendor would be required to replace those at no additional charge under the terms of the RFP.

**Attachment A**

**RFP ANALYSIS COMPARISON: 2005 CGS PRINTING**

	<b>DARBY PRINTING</b>	<b>EDWARDS BROTHERS</b>	<b>ROSE PRINTING</b>	<b>SHERIDAN BOOKS</b>	<b>VON HOFFMAN CORPORATION</b>	<b>WEST GROUP</b>	<b>SHERIDAN BOOKS (2003 CGS)</b>
Printing Sixteen Volume Sets of the C.G.S. 6,200 Sets (est. 17,652 pgs.)							
Per Page	\$25.78	\$18.21	\$20.77	\$16.99	\$23.20	\$15.70	\$18.60
Total Pages	\$455,068.56	\$321,442.92	\$366,632.04	\$299,907.48	\$409,526.40	\$277,136.40	\$320,533.80
Overrun of 16 Volume Sets and Individual Volumes							
Per Page	\$0.00350	\$0.00280	\$0.00300	\$0.0024	\$0.0035	\$0.0020	\$0.0026
Preparation Charges for 3 Hole Punch Volume 4 (295)							
Total	\$285.00	\$2.05	\$254.00	\$221.00	\$290.00	\$70.00	\$221.00
Mailing Preparation Charges Per Sixteen Volume Set (est. 6,200 total)							
Per Set	\$0.15	\$0.19	\$0.23	\$0.100	\$0.100	\$0.17	\$0.21
Total Sets	\$930.00	\$1,178.00	\$1,426.00	\$620.00	\$620.00	\$1,054.00	\$1,353.00
<b>GRAND TOTAL (Estimate)</b> (excluding overrun charges)	<b>\$456,283.56</b>	<b>\$322,622.97</b>	<b>\$368,058.04</b>	<b>\$300,748.48</b>	<b>\$410,436.40</b>	<b>\$278,260.40</b>	<b>\$322,107.80</b>
Samples and References Submitted	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Estimates do not include separate billing for postage.

**RFP ANALYSIS 2006 CGS SUPPLEMENT PRINTING**

	<b>DARBY PRINTING</b>	<b>EDWARDS BROTHERS</b>	<b>LEXIS NEXIS</b>	<b>PORT CITY PRESS</b>	<b>SHERIDAN BOOKS</b>	<b>WEST GROUP</b>
Printing Three Volume Sets of the CGS Supplements (5,200 Sets), Price Per Page	\$28.08	\$22.73	\$25.00	\$21.536	\$21.81	\$18.90
Total Pages (est. 3,000 pages)	\$84,240.00	\$68,190.00	\$75,000.00	\$64,608.00	\$65,430.00	\$56,700.00
Overrun of 3 Volume Sets, Price Per Page	\$0.28	\$0.004	\$0.25	\$0.317	\$0.0033	\$0.0035
				per 100 copies		
Mailing Preparation Charges Per Three Volume Set (5,200 Sets), Price Per Set	\$0.54	\$0.97	\$0.95	\$0.30	\$0.25	\$0.17
Total Sets	\$2,808.00	\$5,044.00	\$4,940.00	\$1,560.00	\$1,300.000	\$884.00
<b>GRAND TOTAL (Estimate)</b> (excluding overrun charges and separate billing for postage)	<b>\$87,048.00</b>	<b>\$73,234.00</b>	<b>\$79,940.00</b>	<b>\$66,168.00</b>	<b>\$66,730.00</b>	<b>\$57,584.00</b>

**Attachment B**

**REQUEST FOR PROPOSAL**

**PRINTING OF THE 2006 SUPPLEMENT TO THE OFFICIAL GENERAL  
STATUTES  
OF CONNECTICUT, REVISED TO JANUARY 1, 2005**

**JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT  
CONNECTICUT GENERAL ASSEMBLY**

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

**DATE: September 23, 2005**

**TIME: 4:00 p.m.**

Issued September 6, 2005

**GENERAL PROPOSAL REQUIREMENTS**  
**FOR CONTRACTUAL SERVICES**

1. **DEFINITIONS:** As used herein, the following terms shall have the following meanings unless otherwise required by the context:
  - (a) “State” means the Connecticut General Assembly acting by and through the Executive Director of the Joint Committee on Legislative Management;
  - (b) “Proposer” means a person, firm or corporation submitting a Proposal in response to a Request for Proposals;
  - (c) “Contractual Services” or “services” means any and all laundry and cleaning service, pest control service, janitorial service, security service, the rental and repair, or maintenance, of equipment, machinery and other state-owned personal property, advertising and photostating, mimeographing, data entry, data processing and other similar service arrangements where the services are provided by persons other than state employees, as such services are specifically described in this Request for Proposals;
  - (d) “Contractor” means any individual, firm or corporation to whom a contract is awarded against a Proposal submitted;
  - (e) “Proposal” means an offer submitted in response to this Request for Proposals, to furnish the services described herein to the State, under the prescribed conditions at the stated prices;
  - (f) “Contract” means the acceptance by the State of an offer of a Proposer to furnish the services described herein at the stated prices in response to this Request for Proposals (see Paragraph 3, below).
  
2. **PROPOSALS:**
  - (a) **AMENDMENT OR WITHDRAWAL OF PROPOSAL.** The State reserves the right to amend and/or cancel this Request for Proposals at any time prior to the Proposal opening, and to correct any award erroneously made as a result of clerical error on the part of the State.
  - (b) **TELEPHONE, TELEGRAPHIC, AND ORAL COMMUNICATIONS.**  
Telephone and telegraphic Proposals will not be considered. Any alleged oral information, agreement or arrangement made by a Proposer or Contractor with any employee of the State of Connecticut will be disregarded.
  - (c) **REFUSAL OF PROPOSAL.** The State reserves the right to refuse any and all Proposals hereunder. The State will refuse any Proposal that does not meet the entire Request for Proposals.

- (d) OPENING OF PROPOSALS. All Proposals will be opened, and copies of all Proposals will be available, on the prescribed date and time in the Office of Legislative Management, Legislative Office Building, Room 5100, Hartford, Connecticut 06106.

**3. FORMATION OF CONTRACT:**

- (a) Each Proposal will be received with the understanding and agreement by the State and the Proposer that: (i) the State's acceptance of the Proposer's offer to furnish the services required in this Request for Proposals shall result in a contract agreement between the Proposer and the State which shall bind the Proposer on his part to furnish and deliver said services at the prices specified in said Proposal, and the State on its part to order from the Contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, the services provided for in this Request for Proposals; and (ii) all the provisions of this Request for Proposals shall be included in the terms and conditions of said contract, except to the extent provided otherwise in an agreement executed by the State and the Proposer subsequent to the receipt of said Proposal by the State.
- (b) No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the State.
- (c) It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the State. Any subcontracting done for this contract must be agreed to in writing by the State at the time the contract is signed.
- (d) The placing in the mail, forwarding by email or delivery to the address given in his Proposal of the contract agreement to a Proposer will constitute notice of acceptance of the Proposal. When so requested by the State, the Contractor shall execute a formal contract agreement with the State for the complete performance specified therein. The term of this agreement shall commence upon the signing of the agreement by both parties and the issuance of the formal purchase order and end upon satisfactory completion of all work and expiration of all warranty periods unless extended by the State.
- (e) Failure of the Contractor to deliver services as provided for herein or failure to make replacements of rejected commodities when so requested, immediately or as directed by the State, will constitute authority for the State to purchase in the open market to replace the commodities rejected or not delivered. The State reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the



Contractor agrees promptly to reimburse the State for excess costs occasioned by such purchases. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the State.

- (f) Any services rendered by the Contractor hereunder which fails in any way to meet the terms of the contract is subject to rejection or payment at an adjusted price basis. The decision of the State shall be final.
- (g) The Contractor, when under contract, shall maintain adequate accounting records in accordance with all applicable state regulations in connection with this project and such records shall be made available for inspection by the State or other persons designated by the State. The Contractor shall make such accounts and records accessible to authorized state officials for the purpose of audit and examination.
- (h) All materials developed in conjunction with the contract shall become the property of the State at no additional cost.
- (i) No report or document produced in whole or in part in connection with the contract shall be the subject of an application for copyright by or on behalf of the Contractor.
- (j) The Contractor, when under contract, shall not use the name of the State for advertising or promotional purposes without prior permission in writing.

- 4. **CANCELLATION OF CONTRACT:** The Joint Committee on Legislative Management will reserve the right to cancel this contract within five days notice due to unsatisfactory performance. In the event that this is done, the Contractor will be paid for all the work performed or commodities provided up to the time of cancellation.
- 5. **RENEWAL OF CONTRACT:** The Joint Committee on Legislative Management reserves the right to renew this contract under the conditions set forth in Section 2-71s of the Connecticut General Statutes.
- 6. **CONTRACTOR'S GUARANTEES:** The Contractor hereby agrees and guarantees:
  - (a) To perform any contract awarded in accordance with the specifications, terms and conditions contained in this Request for Proposals.
  - (b) To indemnify, defend and save harmless the State of Connecticut and its officers, agents and employees from any and all claims, and losses, including contractual, casualty and workers' compensation claims, accruing or resulting to any and all persons, firms or corporations as a result of any injury or damage

caused by the Contractor in performance of the contract and/or by the Contractor's use of any and all equipment owned by the State of Connecticut to perform this contract.

**7. INDEPENDENT PRICE DETERMINATION AND OFFER OF GRATUITIES:**

By submission of a Proposal, the Proposer certifies that in connection with this procurement the following requirements have been met:

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

- 8. FREEDOM OF INFORMATION:** Due regard will be given to the protection of proprietary information contained in all Proposals received; however, Proposers should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Proposers to merely state generally that the Proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a Proposer believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the Proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release

pursuant to the above-cited statute. Between the Proposer and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

- 9. DISCOUNTS:** All discounts should be reflected in the base price. Other discounts will not be considered when determining the low Proposer.

**10. DISQUALIFICATION FROM SUBMITTING A PROPOSAL:**

- (a) The Joint Committee on Legislative Management may disqualify any person, firm or corporation, for up to two years, from submitting a proposal for, applying for, or participating as a subcontractor under contracts with the legislative department, pursuant to Section 2-71p of the Connecticut General Statutes, for contractual services required by the legislative department, for one or more causes set forth under subsection (c) of this section. The committee shall provide notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The committee shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the person, firm or corporation is being disqualified, the period of such disqualification. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of Sections 4-180 and 4-183 of the Connecticut General Statutes.
- (b) Before initiating such a proceeding or during the proceeding, the committee may suspend the person, firm or corporation from being considered for the awarding of such a contract for such contractual services, if the committee determines that there is probable cause for disqualification under subsection (a) of this section. No such suspension shall exceed three months. The committee may suspend such a person, firm or corporation only by issuing a written decision setting forth the reasons for, and the period of, the suspension. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested.
- (c) Cause for disqualification or suspension from submitting Proposals shall include the following:
  - (1) Conviction or entry of a plea of guilty for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction or entry of a plea of guilty under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of

business integrity or business honesty which affects responsibility as a state contractor;

- (3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;
- (4) Noncompliance with contract provisions, of a character regarded by the committee to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;
- (5) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor or supplier; or
- (6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts.
- (7) The committee may reduce the period or extent of disqualification, upon the contractor's request, supported by documentation, for the following reasons:
  - (a) Newly discovered material evidence;
  - (b) Reversal of the conviction upon which the disqualification was based;
  - (c) Bona fide change in ownership or management;
  - (d) Elimination of other causes for which the disqualification was imposed; or
  - (e) Other reasons the committee deems appropriate.
- (8) The committee may grant an exception permitting a disqualified contractor to participate in a particular contract or subcontract upon a written determination by the committee that there is good cause, in the interest of the public, for such action.

**11. NONDISCRIMINATION:** Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) As used in this section:

- (1) “Minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in Section 32-9n(a) of the Connecticut General Statutes;
  - (2) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - (3) “Good faith efforts” include, but are not 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;
  - (4) “Commission” means the Commission on Human Rights and Opportunities;
  - (5) “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.
- (b) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or groups of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, past or present history of mental disorder, mental retardation, learning 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.
  - (2) 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, sexual orientation, past or present history of mental disorder, mental retardation, learning 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.

- (3) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission.
  - (4) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (5) The Contractor agrees to comply with each provision of this section and Sections 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by said commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the Connecticut General Statutes.
  - (6) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) 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 Section 46a-56 of the Connecticut General Statutes; 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) This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract will be subject to the provisions of Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the

provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Contractors are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information and other personally identifiable records. Contractor agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this contract agreement.

**12. ENFORCEMENT OF ANTIDISCRIMINATION PROVISIONS: (Conn. Gen. Stat. Sec. 46a-56)**

- (a) The commission shall:
- (1) Investigate the possibilities of affording equal opportunity of profitable employment to all persons, with particular reference to job training and placement;
  - (2) Compile facts concerning discrimination in employment, violations of civil liberties and other related matters;
  - (3) Investigate and proceed in all cases of discriminatory practices as provided in this chapter and noncompliance with the provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes;
  - (4) From time to time, but not less than once a year, report to the Governor as provided in Section 4a-60 of the Connecticut General Statutes, making recommendations for the removal of such injustices as it may find to exist and such other recommendations as it deems advisable and describing the investigations, proceedings and hearings it has conducted and their outcome, the decisions it has rendered and the other work it has performed;
  - (5) Monitor state contracts to determine whether they are in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes and all other provisions of the general statutes which prohibit discrimination; and
  - (6) Compile data concerning state contracts with female and minority business enterprises and submit a report annually to the General Assembly



concerning the employment of such business enterprises as contractors and subcontractors.

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

may be; (5) order the contracting agency to refrain from entering into further contracts, or extension or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the commission that such contractor has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes. The commission shall adopt regulations in accordance with Chapter 54 of the Connecticut General Statutes to implement the provisions of this section.

- (d) If the commission determines through its complaint procedure and after a hearing held in accordance with Chapter 54 of the Connecticut General Statutes that, with respect to a state contract, a contractor, subcontractor or supplier of materials has (1) fraudulently qualified as a minority business enterprise or (2) performed services or supplied materials on behalf of another contractor, subcontractor or supplier of materials knowing (A) that such other contractor, subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under Section 4a-60 or 4a-60a of the Connecticut General Statutes, and (B) that such services or materials are to be used in connection with a contract entered into pursuant to Section 4a-60g(b) of the Connecticut General Statutes it shall assess a civil penalty of not more than ten thousand dollars upon such contractor, subcontractor or supplier of materials. The Attorney General, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered shall be deposited in a special fund and shall be held by the Treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of Chapter 54 of the Connecticut General Statutes, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor, subcontractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in Section 32-9n(a) of the Connecticut General Statutes.

**13. COMPLIANCE REPORTS: (Conn. Gen. Stat. Sec. 46a-68e)** Each contractor shall file, and shall cause each of his subcontractors to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe.

**14. LABOR UNION PRACTICES: (Conn. Gen. Stat. Sec. 46a-68f)** Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include information pertaining to such labor union's or agency's practices and policies affecting compliance, as the commission may prescribe; provided, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency refuses to furnish information to the contractor, the contractor shall so certify to the commission as part of its compliance report and shall set forth what efforts have been made to obtain such information.

**15. LABOR REPORTING:** The Contractor also agrees to make available to the State Department of Labor a listing of all available employment openings for the purpose of carrying out the terms of the contract.

**16. PROPOSAL DELIVERY AND OPENING:** It is the Proposer's responsibility to deliver Proposals to the Office of Legislative Management, Legislative Office Building, Room 5100, Hartford, Connecticut 06106, to the attention of the Purchasing Department before the time and date indicated below. Late Proposals will be rejected. The envelope should be clearly marked as follows:

**SEALED PROPOSAL:** Printing and Delivery of the 2005 Senate Democratic Office Districtwide Newsletters

**DEADLINE FOR RECEIPT:** – 4:00 P. M.

Proposals will be opened and read immediately following submission deadline.

**17. GOVERNING LAW:** This Request for Proposals and any contract awarded pursuant thereto shall be governed by the laws of the State of Connecticut, and in accordance with all state and federal Occupational Safety and Health requirements.

**18. PROPOSER LABELING:** As stated in section 16 above, the Proposer should indicate on the outside of the envelope the name of the Request for Proposals and the date and time of the Proposal opening so that it may be correctly logged in and not opened in error.

**PRINTING OF THE  
2006 SUPPLEMENT TO THE  
OFFICIAL GENERAL STATUTES OF CONNECTICUT,  
REVISED TO JANUARY 1, 2005**

**I. INTRODUCTION AND SUMMARY OF SERVICES REQUIRED**

**General Assembly and Joint Committee on Legislative Management:** The General Assembly is the legislative branch of government of the State of Connecticut. Its business and financial dealings are administered by the Joint Committee on Legislative Management, which also oversees all legislative operational and staff activities. The President Pro Tempore of the Senate and the Speaker of the House of Representatives serve as co-chairpersons of the Committee.

**Legislative Commissioners' Office:** The Legislative Commissioners' Office (hereinafter referred to as "the LCO") is a nonpartisan office whose legal staff is responsible for drafting and reviewing all bills, amendments and resolutions coming before the General Assembly. This office is also responsible for publishing the public and special acts of each session, codifying the public acts, revising the *official* General Statutes of Connecticut and biennially publishing same, and, from time to time, publishing supplements thereto.

**Summary of services required:** The LCO is soliciting printing, binding, shipping and delivery services for the 2006 Supplement to the *official* General Statutes of Connecticut, revised to January 1, 2005 (hereinafter referred to as "the 2006 Supplement"). Said services shall include, but shall not be limited to, the printing, binding, shipping and delivery of five thousand two hundred (5,200) three-volume sets of the 2006 Supplement, from electronic pages (PDF files with fonts and images embedded, hereinafter referred to as "electronic pages") provided by the State. The State will require all such sets to be produced and delivered to the State over a period of not more than **three (3) calendar weeks**. All services required under this Request for Proposals shall be produced and delivered to the State as hereinafter provided.

**Contact persons:** Should Proposers have any questions concerning the specific Proposal specifications contained in this Request for Proposals, they should address such questions to either Anthony A. J. Trouern-Trend, Supervisor of Statute Revision (Tel. No. 860.240.8410, email address: [anthony.trouern-trend@cga.ct.gov](mailto:anthony.trouern-trend@cga.ct.gov)), or Arthur S. Donovan, Assistant Supervisor of Statute Revision (Tel. No. 860.240.8410, email address: [arthur.donovan@cga.ct.gov](mailto:arthur.donovan@cga.ct.gov)). Both the Supervisor of Statute Revision and the Assistant Supervisor of Statute Revision are nonpartisan employees of the LCO.

## **II. PROJECT SPECIFICATIONS AND DEADLINES**

The Contract awarded pursuant to this Request for Proposals for printing, binding, shipping and delivery of the 2006 Supplement shall be from the date of award through March 31, 2006. The specific timetable for delivery of the printed books shall be determined from the actual delivery date of the electronic pages to the Contractor. Such delivery is expected to occur between January 3, 2006, and January 10, 2006. The printed books shall be delivered to the State in no more than **three (3) calendar weeks** from receipt by the Contractor of the final electronic pages.

**A. SUMMARY OF MATERIALS TO BE DELIVERED BY THE STATE:** The State shall deliver to the Contractor all electronic pages to enable it to carry out the services required by the State, as provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**B. SUMMARY OF SERVICES REQUIRED BY THE STATE:** The State shall require the Contractor to print and deliver five thousand two hundred (5,200) three-volume sets of the 2006 Supplement, as provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**C. WORK AND PRODUCTION SCHEDULES:** Unless otherwise specified in this Request for Proposals, all electronic pages to be delivered by the State to the Contractor pursuant to this Request for Proposals and all completed books to be delivered by the Contractor to the State pursuant to this Request for Proposals shall be delivered to the respective parties in accordance with Work and Production Schedules to be mutually agreed upon in writing by the State and the Contractor, or their designees, so as to afford the parties as much lead time as is reasonably possible for the scheduling of the required services. The State and the Contractor agree to make every reasonable effort to adhere to the Work and Production Schedules established pursuant to this Request for Proposals.

**D. CONTRACTOR'S GUARANTEES:** The Contractor hereby agrees and guarantees:

(a) To perform the Contract awarded pursuant to this Request for Proposals in accordance with the specifications and terms and conditions set out in this Request for Proposals;

(b) To indemnify, defend and save harmless the State of Connecticut, its officers, agents and employees from any and all claims and losses, including contractual, casualty and workers' compensation claims, accruing or resulting to any and all persons, firms or corporations as a result of any injury or damage caused by the Contractor in the performance of the Contract awarded pursuant to this Request for Proposals;

(c) To insure that all books delivered to the State under the Contract awarded pursuant to this Request for Proposals are free of defects, defective materials and/or workmanship and manufactured in accordance with the specifications set out in the

**DETAILED SPECIFICATIONS** section of this Request for Proposals and to replace any books which may have been damaged during manufacture or while in transit to the State;

(d) To correct, at its own expense, any errors which it may create and which are discovered before or after the books are delivered or mailed, as the case may be, and at its own expense to provide errata sheets or labels in the quantity of the print run and to assume the distribution costs of such errata sheets or labels to all users of the defective books;

(e) Not to use any of the electronic pages provided by the State under the Contract awarded pursuant to this Request for Proposals or any information to which the Contractor may become privy pursuant to such Contract for its own benefit or purposes or for the benefit or purposes of any of its clients or subscribers or any other person without the prior written consent of the Legislative Commissioners, or their designee, on behalf of the State;

(f) To perform all services and deliveries as provided for in this Request for Proposals and in accordance with Work and Production Schedules to be mutually agreed upon by the State, or its designee, and the Contractor;

(g) To bear all risk of loss to the manufactured books which may occur while such manufactured books are in transit to the State, as provided for in this Request for Proposals.

**E. DELIVERY AND LIQUIDATED DAMAGES FOR LATE DELIVERY:**

(a) Delivery shall be made as ordered and in accordance with the **DETAILED SPECIFICATIONS** section of this Request for Proposals;

(b) It is understood and agreed that time is of the essence and that in the case of failure on the part of the Contractor, except with the written consent of the State, to complete the furnishing of services and delivery of books as called for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals within the time required, the State 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 two hundred fifty dollars (\$250.00) 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 awarded pursuant to this Request for Proposals, the deduction to be made or the sum to be recovered as liquidated damages.

**F. NEGATIVES, PLATES, FILM AND DIES:**

(a) All negatives, plates and film produced by the Contractor under the Contract awarded pursuant to this Request for Proposals shall become the property of the State and, if the State so requests, shall be returned, at the Contractor's expense, in good

condition and in correct page sequence to the Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or as directed by said office, within **two (2) calendar weeks** of such request being made or within **two (2) calendar weeks** of completion of the services provided for in this Request for Proposals, whichever is later;

(b) All dies produced by the Contractor under the Contract awarded pursuant to this Request for Proposals in connection with the stamping of the spines and covers of all volumes of the 2006 Supplement shall become the property of the State and, if the State so requests, shall be returned, at the Contractor's expense, in good condition to said Legislative Commissioners' Office, or as directed by said office, within **two (2) calendar weeks** of such request being made or within **two (2) calendar weeks** of completion of the services provided for in this Request for Proposals, whichever is later.

**G. USE BY CONTRACTOR OF MATERIALS DELIVERED BY THE STATE:** The Contractor 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 carrying out the Contract awarded pursuant to this Request for Proposals without the prior written consent of the Legislative Commissioners, or their designee, on behalf of the State.

### **III. DETAILED SPECIFICATIONS**

**PRINTING:** Three (3) Volumes 2006 Supplement to the *official* General Statutes of Connecticut, revised to January 1, 2005.

**TRIM SIZE:** 6" x 9".

**NUMBER OF PAGES:** The State has not published a comprehensive Supplement to the General Statutes since 1971, but the following is an **estimate** of the number of pages, volume by volume:

Volume 1	Estimated	1,000
Volume 2	Estimated	1,000
Volume 3	Estimated	1,000

Total estimated number of pages = 3,000

**STOCK:** Paper for body pages must meet the following specifications: (1) Basis weight -- 40#, 45# or 50#; (2) Acid free; (3) Finish -- smooth as possible to keep bulking of books to a minimum, such as English or Machine; (4) Bulking -- 740 ppi or better (consistent caliper); (5) Color -- bright white; (6) Opacity -- 91 or better; and (7) Brightness -- 87 or better. **Paper used must meet or exceed the American National Standards Institute standards for permanent paper.** (Include all charges for stock in

the per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**The Proposer must identify the manufacturer and name of the paper he will use and supply samples and specifications with his Proposal, or when requested by the State. Note: Ground wood paper, whether or not acid free, will not be accepted.**

**COVERS:** Ecological Fibers Rainbow 17 pt., Royal Kidskin finish (no substitutes) – “Yale Blue” or similar. Same color and finish as was used for the *official* General Statutes of Connecticut, revised to January 1, 2005 . The covers shall be hinge scored in the same manner as said General Statutes. (Include all charges for cover material and hinge scoring in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**ILLUSTRATIONS:** Since the State will be supplying all pages, including spines and covers, as electronic pages, the Contractor will not be responsible for any illustrations.

**ELECTRONIC PAGES:** All pages for the three (3) volumes will be delivered by the State as electronic pages. The State will provide matching hard copy of all electronic pages to enable the Contractor to compare same with his production plates or film, for quality assurance purposes.

All electronic pages delivered to the Contractor by the State will, when printed, have a print area of 30 x 49.5 picas per page.

**DELIVERY OF ELECTRONIC PAGES:** The electronic pages will be delivered to the Contractor in complete volumes (including spines and covers) but not necessarily in volume-number sequence.

It is expected that delivery of the electronic pages to the Contractor will take place between January 3, 2006, and January 10, 2006, with delivery to the State of the finished sets **three (3) calendar weeks** later.

**PRESSWORK: Inside:** Black ink with a 2 pica top margin and a 2.5 pica outside or thumb margin.

**COMPOSITION:** The Contractor will not be required to set display type for spines and covers or for carton labels (see **SPINES AND COVERS**, and **CARTON LABEL**, below).

**SPINES AND COVERS:** Stamped, bright **silver-colored foil**, in contrast to the to 2005 General Statutes which were stamped with gold-colored foil. The State will deliver all spines and covers as electronic pages. (Include all charges for dies and foil for all volumes in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)



**CARTON LABELS:** The Contractor will be required to reproduce the carton label described below. The State will deliver such label as an electronic page:

The label to be printed on or affixed by the Contractor to each carton containing a three-volume set (see **PACKING**, below). (Include charges for this item in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals);

**ADDRESS LABELS:** The LCO will supply address labels (See **MAILING INSTRUCTIONS**, below).

**PROOFS OF SPINES, COVERS AND CARTON LABEL:** One (1) set of proofs of the spines, covers and carton label printed from the electronic pages supplied by the State to be delivered not later than **two (2) calendar weeks** after receipt of the electronic pages to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. (Phone No. 860.240.8410, FAX No. 860.240.8414.) (Include all charges for preparing and delivering proofs in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**NOTE:** All proofs must be single page. Composite proofs requiring that variable copy be superimposed over fixed copy will not be accepted.

**PROOFS OF PRINTED VOLUMES:** One (1) set of proofs of each complete volume printed from the electronic pages supplied by the State to be delivered not later than **two (2) calendar weeks** after receipt of the electronic pages to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. (Phone No. 860.240.8410, FAX No. 860.240.8414.) (Include all charges for preparing and delivering proofs in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**BINDING:** Perfect binding. (**The Proposer must supply a sample of his perfect binding with his Proposal.**)

**PRINT RUN (SETS):** Five thousand two hundred (5,200) three-volume sets.

**OVERRUN / UNDERRUN:** The State will accept an overrun of up to twenty-five (25) sets. **There is to be no underrun unless authorized by the State.**

**ADVANCE COPIES:** Two (2) copies of each complete perfect bound volume to be delivered to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue,

Hartford, CT 06106-1591, as soon as each volume is printed, to be sent by fastest route. (Include all shipping charges for this item in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**PACKING OF SETS:** Pack in three-volume sets in labeled (See **CARTON LABEL**, above), corrugated, sealed and taped cartons **suitable for mailing**. (Include all charges for labeling and packing in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals).

**NOTE:** The Contractor shall be responsible at his own expense for correcting any mis-packed set which does not contain one (1) copy of each volume. Such correction shall include, but shall not be limited to, the Contractor dealing directly with each purchaser or user of a deficient set of the 2006 Supplement, and delivering to such purchaser or user such volume or volumes as may be needed to correct such mis-packing.

**DELIVERY OF SETS:** Not later than three (3) calendar weeks from receipt of final electronic pages, regardless of number of volumes delivered at one time.

**MAILING INSTRUCTIONS:** 1. The Contractor will be required to mail approximately six hundred forty-three (643) three-volume sets at the lowest available rate (unless otherwise instructed by the LCO) to various addresses. Address labels will be supplied by the LCO and must be affixed by the Contractor. (Show **unit charge** for affixing address labels and preparing sets for mailing under **PREPARATION OF THREE-VOLUME SETS FOR MAILING**, in the **PROPOSER'S CHARGES** section of this Request for Proposals. Show postage charges as separate item on invoice. (All such postage charges shall be supported by adequately documented evidence.) See **POSTAGE**, in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

2. The Contractor will be required to mail approximately three hundred sixteen (316) three-volume sets by U.S. Mail Library Rate to various addresses. If there is a mailing rate lower than U.S. Mail Library Rate, then the lower rate service must be used for such mailing unless otherwise instructed by the LCO. Address labels will be supplied by the LCO and must be affixed by the Contractor. (Show **unit charge** for affixing address labels and preparing sets for mailing under **PREPARATION OF THREE-VOLUME SETS FOR MAILING**, in the **PROPOSER'S CHARGES** section of this Request for Proposals. Show postage charges as separate item on invoice. (All such postage charges shall be supported by adequately documented evidence.) See **POSTAGE**, in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**SHIPPING AND INSIDE DELIVERY INSTRUCTIONS:** **NOTE:** None of the following listed delivery points will accept direct delivery from a trailer or other large vehicle. Distribution must be made by small van-type vehicle, with inside delivery. Adequate crew for inside delivery must be provided. (Include all line-haul and local distribution, including inside delivery, charges in per page prices in the **PROPOSER'S CHARGES** section of this Request for Proposals):

**Three-volume sets:** The following is the tentative delivery list which the Proposer must provide for in his proposed charges:

**400 sets (Inside delivery)** to Legislative Management, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. Delivery arrangements must be made with Debra Maselek, Tel. No. 860.240.0102, or Kyle Rhude, Tel. No. 860.240.1049;

**50 sets (Inside delivery)** to Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. Delivery arrangements must be made with Anthony A. J. Trouern-Trend or Arthur S. Donovan, Tel. No. 860.240.8410;

**32 sets (Inside delivery)** to the State Library, 231 Capitol Avenue – Room L-102), Hartford, CT 06106. Delivery arrangements must be made with Donald Wynne, Tel. No. 860.757.6519;

**1,200 sets (Inside delivery)** to the Commission on Official Legal Publications (COLP), 111 Phoenix Avenue, Enfield, CT 06082. Delivery arrangements must be made with Enid Redfern, Tel. No. 860.741.3027;

**175 sets (Inside delivery)** to the Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. Delivery arrangements must be made with Marianne Wisker, Tel. No. 860.808.5010, or Ann Hayman, Tel. No. 860.808.5083;

**80 sets (Inside delivery)** to the Office of the Attorney General, 110 Sherman Street, Hartford, CT 06105. Delivery arrangements must be made with Diana Viera, Tel. No. 860.808.5478, or Ann Hayman, Tel. No. 860.808.5083;

**81 sets (Inside delivery)** to the Department of Higher Education, 61 Woodland Street (3<sup>rd</sup> Floor) (Capital Community-Technical College), Hartford, CT 06105. Delivery arrangements must be made with Lisa Negro, Tel. No. 860.947.1801;

**65 sets (Inside delivery)** to The University of Connecticut School of Law, 39 Elizabeth Street, Hartford, CT 06105. Delivery arrangements must be made with Paul Seeman, Tel. No. 860.570.5016;

**270 sets (Inside delivery)** to the Office of the Chief State's Attorney, Division of Criminal Justice, 300 Corporate Place, Rocky Hill, CT 06067. Delivery arrangements must be made with Catherine Trentini, Tel. No. 860.258.5820;

**202 sets (Inside delivery)** to the Department of Public Safety, Building #4, 294 Colony Street, Meriden, CT 06451. Delivery arrangements must be made with Joel Lyding, Quartermaster, Tel. No. 203.238.6041

**1,684 sets approximately (Inside delivery)** to the Office of the Secretary of the State, 30 Trinity Street, Hartford, CT 06106. Delivery arrangements must be made with Robert Mitchell, Tel. No. 860.509.6164, or Blanche Tucker, Tel. No. 860.509.6166.

**Final delivery instructions for the 2006 Supplement sets will be supplied by the LCO on or before January 21, 2006.**

**PRICES:** The prices quoted in the **PROPOSER'S CHARGES** section of this Request for Proposals shall include all surface transportation charges f.o.b. the State of Connecticut in Hartford County, and the cost of delivering the "advance copies" provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals shall be included in the total price per page and not shown or invoiced as a separate charge. If the State requires delivery of any sets by air mail or air freight, then the State shall pay the difference between the charges thus incurred and the cost of surface transportation.

#### **IV. ONSITE INSPECTIONS BY THE STATE**

(a) The State reserves the right at any time prior to the award of the Contract to inspect the Proposer's place of business where the services and products required by this Request for Proposals would be performed or prepared, for the purpose of ascertaining the Proposer's ability to carry out and supply those services and products; and

(b) The State reserves the right at any time during the performance of the Contract to inspect the Contractor's place of business where the services and products required by this Request for Proposals are being performed or prepared, for the purpose of ascertaining compliance with the terms of the Contract.

#### **V. ENCLOSURES AND SAMPLES**

Enclosed with this Request for Proposals is a sample volume from the *official* General Statutes of Connecticut, revised to January 1, 2005. The State requires that the 2006 Supplement shall generally match the appearance and quality of the 2005 General Statutes, except that the stamping on the spines and covers of the 2006 Supplement shall be silver-colored foil, not gold-colored foil.

#### **VI. SUBMISSIONS**

The Proposer must include the following materials with his Proposal:

- (1) **Pricing page:** All requested pricing on the Proposer's charges page under section VIII, below, completed in ink or by typewriter;
- (2) **Proposal page:** **PROPOSAL** page, completed in ink or by typewriter, and signed in ink;

(3) **Sample:** At least one example of a similar perfect binding job;

(4) **References:** At least three references from clients or customers for whom similar services have been provided.

The State may waive the above Sample and References requirements in the case of a Proposer who has satisfactorily printed and delivered at least three (3) previous editions of the *official* General Statutes of Connecticut.

While pricing will be the major factor in the awarding of the Contract pursuant to this Request for Proposals, experience in this area and the capability to complete this job within the specific time deadlines will be important considerations as well.

## **VII. RESPONDING TO THIS REQUEST FOR PROPOSALS**

No proposer responding to this Request for Proposals shall make the charges proposed herein subject to the acceptance by the State of the charges proposed in any other Request for Proposals, unless the State, in writing, specifically requests the proposer to do so.

**VIII. PROPOSER'S CHARGES**  
**FOR THE SERVICES REQUIRED BY THIS**  
**REQUEST FOR PROPOSALS**

(To be completed by the Proposer in ink or by typewriter)

**PRINTING, BINDING, SHIPPING AND DELIVERING** five thousand two hundred (5,200) three-volume sets of the 2006 Supplement to the *official* General Statutes of Connecticut, revised to January 1, 2005, as required by the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**PRICE PER PAGE:** \$ \_\_\_\_\_ (Must be completed by the Proposer)

(Price to include all charges for labor, materials, stock, cover material, platemaking, illustrations, manufacture of dies, spines and covers, including stamping, perfect binding, including hinge scoring, packing in three-volume sets, cartons, labeling of cartons, including all charges for manufacture of labels, shipping, including line-haul and local distribution, inside delivery and shipping of advance copies.)

**BLANK PAGES:** The State will not pay for any blank pages which the Contractor may insert at the end of any volume for production purposes except for the blank reverse side of printed right-hand pages, if any.

**OVERRUN THREE-VOLUME SETS** of the 2006 Supplement to the *official* General Statutes of Connecticut, revised to January 1, 2005, as provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**PRICE PER PAGE:** \$ \_\_\_\_\_ (Must be completed by the Proposer)

(Price to include all charges for labor, materials, stock, cover material, platemaking, illustrations, manufacture of dies, spines and covers, including stamping, perfect binding, packing in three-volume sets, labeling of cartons, including all charges for manufacture of labels, shipping, including line-haul and distribution and inside delivery.)

**BLANK PAGES:** See **BLANK PAGES** above.

**PREPARATION OF THREE-VOLUME SETS FOR MAILING:** Show charge per set for **preparing** sets for mailing. **DO NOT INCLUDE POSTAGE.**

**PRICE PER SET:** \$ \_\_\_\_\_ (Must be completed by the Proposer)

**POSTAGE FOR THREE-VOLUME SETS:** Invoice must show postage per set and total postage. Invoice must also show postage per set and total postage charges for sets sent at U.S. Mail Library Rate. All such postage charges appearing on the invoice shall be supported by adequately documented evidence.

**DELIVERY:** Inside delivery is required for all three-volume sets. Charges for inside delivery must be included as required in the several prices requested above.

**PROPOSERS ARE CAUTIONED THAT THEY SHOULD READ THIS PROPOSER'S CHARGES SECTION VERY CAREFULLY AND SUPPLY ALL PRICING INFORMATION REQUESTED!**

**PROPOSAL**

See Section **VIII. – PROPOSER’S CHARGES FOR THE SERVICES REQUIRED BY THIS REQUEST FOR PROPOSALS.**

**Please attach completed pricing section VIII of this Request for Proposal to this PROPOSAL page, and submit as your proposal.**

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

Vendors who are downloading this RFP off of the DAS Portal site may obtain the Vendor Profile and W-9 forms at the following website address:

[http://www.das.state.ct.us/Purchase/Info/Vendor\\_Profile\\_Form\\_\(SP-26NB\).pdf](http://www.das.state.ct.us/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf)

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish the services to the General Assembly provided for in this Request for Proposals at the prices proposed therein.

COMPANY\* \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE\*\* \_\_\_\_\_

NAME (Printed) \_\_\_\_\_ TITLE \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

\*Please include the following Vendor Profile Form and W-9 with your response.

\*\*A corporate resolution or notarized proof of authorization indicating authority to submit this proposal on behalf of the company is a required submission for this proposal. Failure to submit this documentation may be cause for rejection.



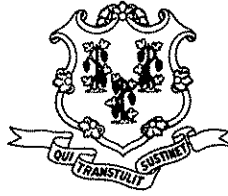
# The Connecticut General Assembly

Joint Committee on Legislative Management

Kevin B. Sullivan  
*Senate President Pro Tempore*

Martin M. Looney, *Senate Majority Leader*  
Louis C. DeLuca, *Senate Republican Leader*

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



Moira K. Lyons  
*Speaker of the House*

James A. Amann, *House Majority Leader*  
Robert M. Ward, *House Minority Leader*

## REQUEST FOR PROPOSAL

PRINTING OF THE OFFICIAL GENERAL STATUTES OF CONNECTICUT,  
REVISED TO JANUARY 1, 2005

CONNECTICUT GENERAL ASSEMBLY

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

**DATE:** Wednesday, July 21, 2004

**TIME:** 4:00 p.m.

Issued 6/21/04

**GENERAL PROPOSAL REQUIREMENTS**  
**FOR CONTRACTUAL SERVICES**

1. **DEFINITIONS:** As used herein, the following terms shall have the following meanings unless otherwise required by the context:
  - (a) “State” means the Connecticut General Assembly acting by and through the Executive Director of the Joint Committee on Legislative Management;
  - (b) “Proposer” means a person, firm or corporation submitting a Proposal in response to a Request for Proposals;
  - (c) “Contractual Services” or “services” means any and all laundry and cleaning service, pest control service, janitorial service, security service, the rental and repair, or maintenance, of equipment, machinery and other state-owned personal property, advertising and photostating, mimeographing, data entry, data processing and other similar service arrangements where the services are provided by persons other than state employees, as such services are specifically described in this Request for Proposals;
  - (d) “Contractor” means any individual, firm or corporation to whom a contract is awarded against a Proposal submitted;
  - (e) “Proposal” means an offer submitted in response to this Request for Proposals, to furnish the services described herein to the State, under the prescribed conditions at the stated prices;
  - (f) “Contract” means the acceptance by the State of an offer of a Proposer to furnish the services described herein at the stated prices in response to this Request for Proposals (see Paragraph 3, below).
  
2. **PROPOSALS:**
  - (a) **AMENDMENT OR WITHDRAWAL OF PROPOSAL.** The State reserves the right to amend and/or cancel this Request for Proposals at any time prior to the Proposal opening, and to correct any award erroneously made as a result of clerical error on the part of the State.
  
  - (b) **TELEPHONE, TELEGRAPHIC, AND ORAL COMMUNICATIONS.** Telephone and telegraphic Proposals will not be considered. Any alleged oral information, agreement or arrangement made by a Proposer or Contractor with any employee of the State of Connecticut will be disregarded.

- (c) REFUSAL OF PROPOSAL. The State reserves the right to refuse any and all Proposals hereunder. The State will refuse any Proposal that does not meet the entire Request for Proposals.
- (d) OPENING OF PROPOSALS. All Proposals will be opened, and copies of all Proposals will be available, on the prescribed date and time in the Office of Legislative Management, Legislative Office Building, Room 5100, Hartford, Connecticut 06106.

### **3. FORMATION OF CONTRACT:**

- (a) Each Proposal will be received with the understanding and agreement by the State and the Proposer that: (i) The acceptance in writing by the State of the Proposer's offer to furnish the services required in this Request for Proposals, shall constitute a contract between the Proposer and the State which shall bind the Proposer on his part to furnish and deliver said services at the prices specified in said Proposal, and the State on its part to order from the Contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, the services provided for in this Request for Proposals; and (ii) all the provisions of this Request for Proposals shall constitute the terms and conditions of said contract, except to the extent provided otherwise in an agreement executed by the State and the Proposer subsequent to the receipt of said Proposal by the State.
- (b) No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the State.
- (c) It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the State. Any subcontracting done for this contract must be agreed to in writing by the State at the time the contract is signed.
- (d) The placing in the mail or delivery to the address given in his Proposal or delivery of notice of award to a Proposer will constitute notice of acceptance of the Proposal, thus forming the contract between the State and the Proposer. When so requested by the State, the Contractor shall execute a formal contract with the State for the complete performance specified therein.
- (e) Failure of the Contractor to deliver services as provided for herein or failure to make replacements of rejected commodities when so requested, immediately or as directed by the State, will constitute authority for the State to purchase in the open market to replace the commodities rejected or not delivered. The State reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the

Contractor agrees promptly to reimburse the State for excess costs occasioned by such purchases. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the State.

- (f) Any services rendered by the Contractor hereunder which fails in any way to meet the terms of the contract is subject to rejection or payment at an adjusted price basis. The decision of the State shall be final.
- (g) The Contractor, when under contract, shall maintain adequate accounting records in accordance with all applicable state regulations in connection with this project and such records shall be made available for inspection by the State or other persons designated by the State. The Contractor shall make such accounts and records accessible to authorized state officials for the purpose of audit and examination.
- (h) All materials developed in conjunction with the contract shall become the property of the State at no additional cost.
- (i) No report or document produced in whole or in part in connection with the contract shall be the subject of an application for copyright by or on behalf of the Contractor.
- (j) The Contractor, when under contract, shall not use the name of the State for advertising or promotional purposes without prior permission in writing.

4. **CANCELLATION OF CONTRACT:** The Joint Committee on Legislative Management will reserve the right to cancel this contract within five days notice due to unsatisfactory performance. In the event that this is done, the Contractor will be paid for all the work performed or commodities provided up to the time of cancellation.
5. **RENEWAL OF CONTRACT:** The Joint Committee on Legislative Management reserves the right to renew this contract under the conditions set forth in Section 2-71s of the Connecticut General Statutes.
6. **CONTRACTOR'S GUARANTEES:** The Contractor hereby agrees and guarantees:
  - (a) To perform any contract awarded in accordance with the specifications, terms and conditions contained in this Request for Proposals.
  - (b) To indemnify, defend and save harmless the State of Connecticut and its officers, agents and employees from any and all claims, and losses, including contractual, casualty and workers' compensation claims, accruing or resulting to any and all persons, firms or corporations as a result of any injury or damage

caused by the Contractor in performance of the contract and/or by the Contractor's use of any and all equipment owned by the State of Connecticut to perform this contract.

**7. INDEPENDENT PRICE DETERMINATION AND OFFER OF GRATUITIES:**

By submission of a Proposal, the Proposer certifies that in connection with this procurement the following requirements have been met:

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

**8. FREEDOM OF INFORMATION:** Due regard will be given to the protection of proprietary information contained in all Proposals received; however, Proposers should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Proposers to merely state generally that the Proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a Proposer believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the Proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release

pursuant to the above-cited statute. Between the Proposer and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

9. **DISCOUNTS:** All discounts should be reflected in the base price. Other discounts will not be considered when determining the low Proposer.

**10. DISQUALIFICATION FROM SUBMITTING A PROPOSAL:**

- (a) The Joint Committee on Legislative Management may disqualify any person, firm or corporation, for up to two years, from submitting a proposal for, applying for, or participating as a subcontractor under contracts with the legislative department, pursuant to Section 2-71p of the Connecticut General Statutes, for contractual services required by the legislative department, for one or more causes set forth under subsection (c) of this section. The committee shall provide notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The committee shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the person, firm or corporation is being disqualified, the period of such disqualification. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of Sections 4-180 and 4-183 of the Connecticut General Statutes.
- (b) Before initiating such a proceeding or during the proceeding, the committee may suspend the person, firm or corporation from being considered for the awarding of such a contract for such contractual services, if the committee determines that there is probable cause for disqualification under subsection (a) of this section. No such suspension shall exceed three months. The committee may suspend such a person, firm or corporation only by issuing a written decision setting forth the reasons for, and the period of, the suspension. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested.
- (c) Cause for disqualification or suspension from submitting Proposals shall include the following:
  - (1) Conviction or entry of a plea of guilty for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction or entry of a plea of guilty under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of

business integrity or business honesty which affects responsibility as a state contractor;

- (3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;
- (4) Noncompliance with contract provisions, of a character regarded by the committee to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;
- (5) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor or supplier; or
- (6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts.
- (7) The committee may reduce the period or extent of disqualification, upon the contractor's request, supported by documentation, for the following reasons:
  - (a) Newly discovered material evidence;
  - (b) Reversal of the conviction upon which the disqualification was based;
  - (c) Bona fide change in ownership or management;
  - (d) Elimination of other causes for which the disqualification was imposed; or
  - (e) Other reasons the committee deems appropriate.
- (8) The committee may grant an exception permitting a disqualified contractor to participate in a particular contract or subcontract upon a written determination by the committee that there is good cause, in the interest of the public, for such action.

**11. NONDISCRIMINATION:** Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) As used in this section:

- (1) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in Section 32-9n(a) of the Connecticut General Statutes;
  - (2) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - (3) "Good faith efforts" include, but are not 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;
  - (4) "Commission" means the Commission on Human Rights and Opportunities;
  - (5) "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.
- (b) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or groups of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, past or present history of mental disorder, mental retardation, learning 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.
  - (2) 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, sexual orientation, past or present history of mental disorder, mental retardation, learning 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.

- (3) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission.
  - (4) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (5) The Contractor agrees to comply with each provision of this section and Sections 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by said commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the Connecticut General Statutes.
  - (6) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) 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 Section 46a-56 of the Connecticut General Statutes; 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) This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**12. ENFORCEMENT OF ANTIDISCRIMINATION PROVISIONS: (Conn. Gen. Stat. Sec. 46a-56)**

- (a) The commission shall:
- (1) Investigate the possibilities of affording equal opportunity of profitable employment to all persons, with particular reference to job training and placement;
  - (2) Compile facts concerning discrimination in employment, violations of civil liberties and other related matters;
  - (3) Investigate and proceed in all cases of discriminatory practices as provided in this chapter and noncompliance with the provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes;
  - (4) From time to time, but not less than once a year, report to the Governor as provided in Section 4a-60 of the Connecticut General Statutes, making recommendations for the removal of such injustices as it may find to exist and such other recommendations as it deems advisable and describing the investigations, proceedings and hearings it has conducted and their outcome, the decisions it has rendered and the other work it has performed;
  - (5) Monitor state contracts to determine whether they are in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes and all other provisions of the general statutes which prohibit discrimination; and
  - (6) Compile data concerning state contracts with female and minority business enterprises and submit a report annually to the General Assembly concerning the employment of such business enterprises as contractors and subcontractors.
- (b) The commission may, when it is deemed in the best interests of the state, exempt a contractor from the requirements of complying with any or all of the provisions of Section 4a-60, 4a-60a, 46a-68c, 46a-68d or 46a-68e of the Connecticut General Statutes in any specific contract. Exemptions under the provisions of this section may include, but not be limited to, the following instances: (1) If the work is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved; (2) those involving less than specified amounts of money or specified numbers of workers; (3) to the extent that they involve subcontracts below a specified tier. The commission may also exempt facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract, provided such an exemption shall not interfere with or impede the effectuation of the purposes of this section and Sections 4a-

60, 4a-60a, 4a-60g, 4a-62 and 46a-68b to 46a-68k, inclusive, of the Connecticut General Statutes.

- (c) If the commission determines through its complaint procedure that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Sections 4a-60, 4a-60a, 46a-68c, 46a-68d, 46a-68e or 46a-68f of the Connecticut General Statutes, (A) the state shall retain two per cent of the total contract price per month on any existing contract with such contractor and (B) the contractor shall be prohibited from participation in any further contracts with state agencies until: (i) The expiration of a period of two years from the date of the finding of noncompliance or (ii) the commission determines that the contractor has adopted policies consistent with such statutes. The commission shall make such a determination as to whether the contractor has adopted such policies within forty-five days of its determination of noncompliance. In addition, the commission may do one or more of the following: (1) Publish or cause to be published, the names of contractors or unions which it has found to be in noncompliance with such provisions; (2) notify the Attorney General that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Sections 4a-60 or 4a-60a of the Connecticut General Statutes, appropriate proceedings should be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of said Sections 4a-60 or 4a-60a of the Connecticut General Statutes; (3) recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964, when necessary; (4) recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the commission as the case may be; (5) order the contracting agency to refrain from entering into further contracts, or extension or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the commission that such contractor has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes. The commission shall adopt regulations in accordance with Chapter 54 of the Connecticut General Statutes to implement the provisions of this section.
- (d) If the commission determines through its complaint procedure and after a hearing held in accordance with Chapter 54 of the Connecticut General Statutes that, with respect to a state contract, a contractor, subcontractor or supplier of materials has (1) fraudulently qualified as a minority business enterprise or (2) performed services or supplied materials on behalf of another contractor, subcontractor or supplier of materials knowing (A) that such other contractor,

subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under Section 4a-60 or 4a-60a of the Connecticut General Statutes, and (B) that such services or materials are to be used in connection with a contract entered into pursuant to Section 4a-60g(b) of the Connecticut General Statutes it shall assess a civil penalty of not more than ten thousand dollars upon such contractor, subcontractor or supplier of materials. The Attorney General, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered shall be deposited in a special fund and shall be held by the Treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of Chapter 54 of the Connecticut General Statutes, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor, subcontractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in Section 32-9n(a) of the Connecticut General Statutes.

- 13. COMPLIANCE REPORTS: (Conn. Gen. Stat. Sec. 46a-68e)** Each contractor shall file, and shall cause each of his subcontractors to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe.
- 14. LABOR UNION PRACTICES: (Conn. Gen. Stat. Sec. 46a-68f)** Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include information pertaining to such labor union's or agency's practices and policies affecting compliance, as the commission may prescribe; provided, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency refuses to furnish information to the contractor, the contractor shall so certify to the commission as part of its compliance report and shall set forth what efforts have been made to obtain such information.
- 15. LABOR REPORTING:** The Contractor also agrees to make available to the State Department of Labor a listing of all available employment openings for the purpose of carrying out the terms of the contract.

**16. PROPOSAL DELIVERY AND OPENING:** It is the Proposer's responsibility to deliver Proposals to the Office of Legislative Management, Legislative Office Building, Room 5100, Hartford, Connecticut 06106, to the attention of the Purchasing Department before the time and date indicated below. Late Proposals will be rejected. The envelope should be clearly marked as follows:

**SEALED PROPOSAL:** Printing of the 2005 General Statutes of Connecticut

**DEADLINE FOR RECEIPT:** Wednesday, July 21, 2004 – 4:00 P. M.

Proposals will be opened and read immediately following submission deadline.

- 17. GOVERNING LAW:** This Request for Proposals and any contract awarded pursuant thereto shall be governed by the laws of the State of Connecticut, and in accordance with all state and federal Occupational Safety and Health requirements.
- 18. PROPOSER LABELING:** As stated in section 16 above, the Proposer should indicate on the outside of the envelope the name of the Request for Proposals and the date and time of the Proposal opening so that it may be correctly logged in and not opened in error.

**PRINTING OF THE  
OFFICIAL GENERAL STATUTES OF CONNECTICUT,  
REVISED TO JANUARY 1, 2005**

**I. INTRODUCTION AND SUMMARY OF SERVICES REQUIRED**

**General Assembly and Joint Committee on Legislative Management:** The General Assembly is the legislative branch of government of the State of Connecticut. Its business and financial dealings are administered by the Joint Committee on Legislative Management, which also oversees all legislative operational and staff activities. The President Pro Tempore of the Senate and the Speaker of the House of Representatives serve as co-chairpersons of the Committee.

**Legislative Commissioners' Office:** The Legislative Commissioners' Office (hereinafter referred to as "the LCO") is a nonpartisan office whose legal staff is responsible for drafting and reviewing all bills, amendments and resolutions coming before the General Assembly. This office is also responsible for publishing the public and special acts of each session, codifying the public acts, revising the *official* General Statutes of Connecticut and biennially publishing same.

**Summary of services required:** The LCO is seeking printing, binding, shipping and delivery services for the *official* General Statutes of Connecticut, revised to January 1, 2005 (hereinafter referred to as "the 2005 General Statutes"). Said services shall include, but shall not be limited to, the printing, binding, shipping and delivery of 6,200 sixteen-volume sets of the 2005 General Statutes and approximately 3,825 individual volumes thereof, from electronic pages (PDF files with fonts and images embedded, hereinafter referred to as "electronic pages") provided by the State. The State will require all such sets and individual volumes to be produced and delivered to the State over a three-calendar-week period. All services required under this Request for Proposals shall be produced and delivered to the State as hereinafter provided.

**Contact persons:** Should Proposers have any questions concerning the specific Proposal specifications contained in this Request for Proposals, they should address such questions to either Anthony Trouern-Trend, Supervisor of Statute Revision (Tel. No. 860.240.8410, email address: [anthony.trouern-trend@po.state.ct.us](mailto:anthony.trouern-trend@po.state.ct.us)), or Arthur Donovan, Assistant Supervisor of Statute Revision (Tel. No. 860.240.8410, email address: [arthur.donovan@po.state.ct.us](mailto:arthur.donovan@po.state.ct.us)). Both the Supervisor of Statute Revision and the Assistant Supervisor of Statute Revision are nonpartisan employees of the LCO.

**II. PROJECT SPECIFICATIONS AND DEADLINES**

The Contract awarded pursuant to this Request for Proposals for printing, binding, shipping and delivery of the 2005 General Statutes shall be from the date of award through March 31, 2005. The specific timetable for delivery of the printed books shall be

determined from the actual delivery date of the electronic pages to the Contractor. Such delivery is expected to occur between December 3, 2004, and December 17, 2004. The printed books shall be delivered to the State in no more than three (3) calendar weeks from receipt by the Contractor of the final electronic pages, regardless of the number of complete volumes of the 2005 General Statutes that may be delivered to the Contractor at any one time.

**A. SUMMARY OF MATERIALS TO BE DELIVERED BY THE STATE:** The State shall deliver to the Contractor all electronic pages to enable it to carry out the services required by the State, as provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**B. SUMMARY OF SERVICES REQUIRED BY THE STATE:** The State shall require the Contractor to print and deliver six thousand two hundred (6,200) sixteen-volume sets of the 2005 General Statutes, and approximately three thousand eight hundred twenty-five (3,825) individual volumes of said General Statutes, as provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**C. WORK AND PRODUCTION SCHEDULES:** Unless otherwise specified in this Request for Proposals, all electronic pages to be delivered by the State to the Contractor pursuant to this Request for Proposals and all completed books to be delivered by the Contractor to the State pursuant to this Request for Proposals shall be delivered to the respective parties in accordance with Work and Production Schedules to be mutually agreed upon in writing by the State and the Contractor, or their designees, so as to afford the parties as much lead time as is reasonably possible for the scheduling of the required services. The State and the Contractor agree to make every reasonable effort to adhere to the Work and Production Schedules established pursuant to this Request for Proposals.

**D. CONTRACTOR'S GUARANTEES:** The Contractor hereby agrees and guarantees:

(a) To perform the Contract awarded pursuant to this Request for Proposals in accordance with the specifications and terms and conditions set out in this Request for Proposals;

(b) To indemnify, defend and save harmless the State of Connecticut, its officers, agents and employees from any and all claims and losses, including contractual, casualty and workers' compensation claims, accruing or resulting to any and all persons, firms or corporations as a result of any injury or damage caused by the Contractor in the performance of the Contract awarded pursuant to this Request for Proposals;

(c) To insure that all books delivered to the State under the Contract awarded pursuant to this Request for Proposals are free of defects, defective materials and/or workmanship and manufactured in accordance with the specifications set out in the **DETAILED SPECIFICATIONS** section of this Request for Proposals and to replace



any books which may have been damaged during manufacture or while in transit to the State;

(d) To correct, at its own expense, any errors which it may create and which are discovered before or after the books are delivered or mailed, as the case may be, and at its own expense to provide errata sheets or labels in the quantity of the print run and to assume the distribution costs of such errata sheets or labels to all users of the defective books;

(e) Not to use any of the electronic pages provided by the State under the Contract awarded pursuant to this Request for Proposals or any information to which the Contractor may become privy pursuant to such Contract for its own benefit or purposes or for the benefit or purposes of any of its clients or subscribers or any other person without the prior written consent of the Legislative Commissioners, or their designee, on behalf of the State;

(f) To perform all services and deliveries as provided for in this Request for Proposals and in accordance with Work and Production Schedules to be mutually agreed upon by the State, or its designee, and the Contractor;

(g) To return all electronic pages delivered by the State to the Contractor under the Contract awarded pursuant to this Request for Proposals in good condition and as provided for in this Request for Proposals;

(h) To bear all risk of loss to the electronic pages and the manufactured books which may occur while such electronic pages and manufactured books are in transit to the State, as provided for in this Request for Proposals.

**E. LIABILITY FOR LOSS OR INJURY TO ELECTRONIC PAGES:** The Contractor shall be liable for any loss of or injury to any electronic pages furnished under the Contract awarded pursuant to this Request for Proposals which is caused by the Contractor's failure to exercise such care in regard to such electronic pages as would a reasonable careful owner of similar materials.

**F. RETURN OF ELECTRONIC PAGES:** All electronic pages furnished to the Contractor under the Contract awarded pursuant to this Request for Proposals shall be returned, at the Contractor's expense, in good condition and in correct page sequence to the Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or as directed by said office, within two (2) calendar weeks of completion of the services provided for in this Request for Proposals.

**G. DELIVERY AND LIQUIDATED DAMAGES FOR LATE DELIVERY:**

(a) Delivery shall be made as ordered and in accordance with the **DETAILED SPECIFICATIONS** section of this Request for Proposals;

(b) It is understood and agreed that time is of the essence and that in the case of failure on the part of the Contractor, except with the written consent of the State, to complete the furnishing of services and delivery of books as called for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals within the time required, the State 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 two hundred fifty dollars (\$250.00) 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 awarded pursuant to this Request for Proposals, the deduction to be made or the sum to be recovered as liquidated damages.

#### **H. NEGATIVES, PLATES, FILM AND DIES:**

(a) All negatives, plates and film produced by the Contractor under the Contract awarded pursuant to this Request for Proposals shall become the property of the State and, if the State so requests, shall be returned, at the Contractor's expense, in good condition and in correct page sequence to the Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or as directed by said office, within two (2) calendar weeks of such request being made or within two (2) calendar weeks of completion of the services provided for in this Request for Proposals, whichever is later;

(b) All dies produced by the Contractor under the Contract awarded pursuant to this Request for Proposals in connection with the stamping of the spines and covers of all volumes of the 2005 General Statutes shall become the property of the State and, if the State so requests, shall be returned, at the Contractor's expense, in good condition to said Legislative Commissioners' Office, or as directed by said office, within two (2) calendar weeks of such request being made or within two (2) calendar weeks of completion of the services provided for in this Request for Proposals, whichever is later.

**I. USE BY CONTRACTOR OF MATERIALS DELIVERED BY THE STATE:** The Contractor 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 carrying out the Contract awarded pursuant to this Request for Proposals without the prior written consent of the Legislative Commissioners, or their designee, on behalf of the State.

### **III. DETAILED SPECIFICATIONS**

**PRINTING:** Sixteen (16) Volumes General Statutes of Connecticut, revised to January 1, 2005, including Index Volumes.

**TRIM SIZE:** 6" x 9".

**NUMBER OF PAGES:** The following is an **estimate** of the number of pages, volume by volume, based on the average change in page counts from the 1997 edition through the 2003 edition of the General Statutes:

Volume 1	Estimated	1,158
Volume 2	Estimated	964
Volume 3	Estimated	1,120
Volume 4	Estimated	1,220
Volume 5	Estimated	907
Volume 6	Estimated	1,238
Volume 7	Estimated	725
Volume 8	Estimated	1,279
Volume 9	Estimated	1,198
Volume 10	Estimated	995
Volume 11	Estimated	1,373
Volume 12	Estimated	1,130
Volume 13	Estimated	1,209
Volume 14	Estimated	993
Volume 15	Estimated	999
Volume 16	Estimated	1,144

Total estimated number of pages = 17,652

**STOCK:** Paper for body pages must meet the following specifications: (1) Basis weight -- 40#, 45# or 50#; (2) Acid free; (3) Finish -- smooth as possible to keep bulking of books to a minimum, such as English or Machine; (4) Bulking -- 740 ppi or better (consistent caliper); (5) Color -- bright white; (6) Opacity -- 91 or better; and (7) Brightness -- 87 or better. **Paper used must meet or exceed the American National Standards Institute standards for permanent paper.** (Include all charges for stock in the per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**The Proposer must identify the manufacturer and name of the paper he will use and supply samples and specifications with his Proposal, or when requested by the State. Note: Ground wood paper, whether or not acid free, will not be accepted.**

**COVERS:** Ecological Fibers Rainbow 17 pt., Royal Kidskin finish (no substitutes) -- "Yale Blue" or similar. Same color and finish as used for the 2003 General Statutes. The covers shall be hinge scored in the same manner as the 2003 General Statutes. (Include all charges for cover material and hinge scoring in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**ILLUSTRATIONS:** State Armorial Bearings to be approximately 1" x 1" on the spine of each volume. (Include all charges for this item in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**ELECTRONIC PAGES:** All pages for Volumes 1 to 16, inclusive, will be delivered by the State as electronic pages. The State will provide matching hard copy of all electronic pages to enable the Contractor to compare same with his production plates or film, for quality assurance purposes.

All electronic pages delivered to the Contractor by the State will, when printed, have a print area of 30 x 49.5 picas per page.

**DELIVERY OF ELECTRONIC PAGES:** The electronic pages will be delivered to the Contractor in complete volumes (including spines and covers) but not necessarily in volume-number sequence.

It is expected that delivery of the electronic pages will take place between December 3, 2004, and December 17, 2004.

**The State will attempt to deliver electronic pages at the rate of not more than four (4) volumes per shipment but cannot guarantee to do so.**

**NOTE:** If it is not possible for the State to adhere to the above tentative rate of delivery and if more than four (4) volumes are delivered at any one time, including on December 17, 2004, **no extension of the delivery time of three (3) calendar weeks will be granted to the Contractor.**

**PRESSWORK: Inside:** Black ink with a 2 pica top margin and a 2.5 pica outside or thumb margin.

**COMPOSITION:** The Contractor will not be required to set display type for spines and covers or for carton labels (see **CARTON LABELS** and **SPINES AND COVERS**, below).

**SPINES AND COVERS:** Stamped, bright gold-colored foil, to match 2003 General Statutes. The State will deliver all spines and covers as electronic pages. (Include all charges for dies and foil for all volumes in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**CARTON LABELS:** The Contractor will be required to reproduce the carton labels described below. The State will deliver such labels as electronic pages:

1. The label to be printed on or affixed by the Contractor to each sixteen-volume set carton (see **PACKING**, below). (Include charges for this item in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals);

2. The label to be printed on or affixed by the Contractor to each bulk carton of individual volumes (See **PACKING**, below). (Include all charges for this item in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**ADDRESS LABELS:** The LCO will supply address labels (See **MAILING INSTRUCTIONS**, below).

**PROOFS OF SPINES, COVERS AND CARTON LABELS:** One (1) set of proofs of the spines, covers and carton labels printed from the electronic pages supplied by the State to be delivered not later than two (2) calendar weeks after receipt of the electronic pages to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. (Phone No. 860.240.8410, FAX No. 860.240.8414.) (Include all charges for preparing and delivering proofs in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**NOTE:** All proofs must be single page. Composite proofs requiring that variable copy be superimposed over fixed copy will not be accepted.

**PROOFS OF PRINTED VOLUMES:** One (1) set of proofs of each complete volume printed from the electronic pages supplied by the State to be delivered not later than two (2) calendar weeks after receipt of the electronic pages to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. (Phone No. 860.240.8410, FAX No. 860.240.8414.) (Include all charges for preparing and delivering proofs in per page price in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**BINDING:** Perfect binding. (The Proposer must supply a sample of his perfect binding with his Proposal.)

**PRINT RUN (SETS):** Six thousand two hundred (6,200) sixteen-volume sets.

**OVERRUN / UNDERRUN:** The State will accept an overrun of up to fifty (50) sixteen-volume sets only. **There is to be no underrun unless authorized by the State.**

**PRINT RUN (INDIVIDUAL VOLUMES):** The State, acting through the LCO, will request approximately three thousand eight hundred twenty-five (3,825) additional copies of various volumes, as follows:

Volume 1	approximately	255 copies
Volume 2	approximately	165 copies
Volume 3	approximately	70 copies
Volume 4	approximately	630 copies
Volume 5	approximately	285 copies
Volume 6	approximately	245 copies

Volume 7	approximately	190 copies
Volume 8	approximately	365 copies
Volume 9	approximately	145 copies
Volume 10	approximately	335 copies
Volume 11	approximately	155 copies
Volume 12	approximately	365 copies
Volume 13	approximately	455 copies
Volume 14	approximately	55 copies
Volume 15	approximately	55 copies
Volume 16	approximately	55 copies

**NOTE:** The above counts, which include the volumes needed to prepare the volumes to be 3-hole punched as described below in these **DETAILED SPECIFICATIONS**, will be further defined, if necessary, upon award of the Contract pursuant to this Request for Proposals. **However, no change is anticipated.**

**3-HOLE PUNCHED VOLUMES:** The Contractor will be required to prepare two hundred ninety-five (295) copies of Volume 4 for loose-leaf binders – each copy to be trimmed four sides with covers, 3-hole punched and shrink wrapped (See **PACKING**, below). (Include all charges for trimming, punching and shrink wrapping under **TRIM, 3-HOLE PUNCH** in the **PROPOSER’S CHARGES** section of this Request for Proposals.)

**ADVANCE COPIES:** Two (2) copies of each complete perfect bound volume to be delivered to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners’ Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, as soon as each volume is printed, to be sent by fastest route. (Include all shipping charges for this item in per page price in the **PROPOSER’S CHARGES** section of this Request for Proposals.)

**PACKING:** 1. **Sets:** Pack in sixteen-volume sets in labeled (See **CARTON LABELS**, above), corrugated, sealed and taped cartons **suitable for mailing**. (Include all charges for labeling and packing in per page price in the **PROPOSER’S CHARGES** section of this Request for Proposals).

**NOTE:** The Contractor shall be responsible at his own expense for correcting any mis-packed set which does not contain one (1) copy each of volumes numbered 1 to 16, inclusive. Such correction shall include, but shall not be limited to, the Contractor dealing directly with each purchaser of a deficient set of the 2005 General Statutes, and delivering to such purchaser such volumes as may be needed to correct such mis-packing.

2. **Individual volumes:** Pack authorized individual volumes, including the 3-hole punched volumes, in labeled (See **CARTON LABELS**, above), bulk cartons each weighing not more than 35 lbs. (Include all charges for labeling and packing in per page price in the **PROPOSER’S CHARGES** section of this Request for Proposals.)

**DELIVERY OF SETS AND INDIVIDUAL VOLUMES:** Not later than three (3) calendar weeks from receipt of final electronic pages, regardless of number of volumes delivered at one time.

**MAILING INSTRUCTIONS:** 1. The Contractor will be required to mail approximately six hundred forty-four (644) sixteen-volume sets at the lowest available rate (unless otherwise instructed by the LCO) to various addresses. Address labels will be supplied by the LCO and must be affixed by the Contractor. (Show **unit charge** for affixing address labels and preparing sets for mailing under **PREPARATION OF SIXTEEN-VOLUME SETS FOR MAILING**, in the **PROPOSER'S CHARGES** section of this Request for Proposals. Show postage charges as separate item on invoice. (All such postage charges shall be supported by adequately documented evidence.) See **POSTAGE**, in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

2. The Contractor will be required to mail approximately three hundred twenty-one (321) sixteen-volume sets by U.S. Mail Library Rate to various addresses. If there is a mailing rate lower than U.S. Mail Library Rate, then the lower rate service must be used for such mailing unless otherwise instructed by the LCO. Address labels will be supplied by the LCO and must be affixed by the Contractor. (Show **unit charge** for affixing address labels and preparing sets for mailing under **PREPARATION OF SIXTEEN-VOLUME SETS FOR MAILING**, in the **PROPOSER'S CHARGES** section of this Request for Proposals. Show postage charges as separate item on invoice. (All such postage charges shall be supported by adequately documented evidence.) See **POSTAGE**, in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

**SHIPPING AND INSIDE DELIVERY INSTRUCTIONS:** **NOTE:** None of the following listed delivery points will accept direct delivery from a trailer or other large vehicle. Distribution must be made by small van-type vehicle, with inside delivery. Adequate crew for inside delivery must be provided. (Include all line-haul and local distribution, including inside delivery, charges in per page prices in the **PROPOSER'S CHARGES** section of this Request for Proposals.)

1. **Sixteen-volume sets:** The following is the tentative delivery list which the Contractor must provide for:

**560 sets (Inside delivery)** to Legislative Management, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. Delivery arrangements must be made with Roger Kibbe, Tel. No. 860.240.0110;

**60 sets (Inside delivery)** to Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. Delivery arrangements must be made with Anthony A. J. Trouern-Trend or Arthur S. Donovan, Tel. No. 860.240.8410;

**33 sets (Inside delivery)** to the State Library, 231 Capitol Avenue – Room L-102), Hartford, CT 06106. Delivery arrangements must be made with Donald Wynne, Tel. No. 860.757.6519;

**1,310 sets (Inside delivery)** to the Commission on Official Legal Publications (COLP), 111 Phoenix Avenue, Enfield, CT 06082. Delivery arrangements must be made with Enid Redfern, Tel. No. 860.741.3027;

**81 sets (Inside delivery)** to the Department of Higher Education, 61 Woodland Street (3<sup>rd</sup> Floor) (Capital Community-Technical College), Hartford, CT 06105. Delivery arrangements must be made with Lisa Negro, Tel. No. 860.947.1801;

**65 sets (Inside delivery)** to The University of Connecticut School of Law, 39 Elizabeth Street, Hartford, CT 06105. Delivery arrangements must be made with Paul Seeman, Tel. No. 860.570.5016;

**187 sets (Inside delivery)** to the Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. Delivery arrangements must be made with Marianne Wisker, Tel. No. 860.808.5010, or Ann Hayman, Tel. No. 860.808.5083;

**88 sets (Inside delivery)** to the Office of the Attorney General, 110 Sherman Street, Hartford, CT 06105. Delivery arrangements must be made with Shelley Pelletier, Tel. No. 860.808.5438, or Ann Hayman, Tel. No. 860.808.5083;

**270 sets (Inside delivery)** to the Office of the Chief State's Attorney, Division of Criminal Justice, 300 Corporate Place, Rocky Hill, CT 06067. Delivery arrangements must be made with Catherine Trentini, Tel. No. 860.258.5820;

**325 sets** for The Connecticut Law Book Company, to be held at the dock of the local delivery company for collection by The Connecticut Law Book Company. Pick-up arrangements must be made with Eugene O'Leary, Tel. Nos. 203.458.8000 or 203.458.3637;

**390 sets (Inside delivery)** to The Atlantic Law Book Company, (storage facility), c/o Muir Litho Company, 124 Francis Avenue, Newington, CT 06111. Delivery arrangements must be made with Ted Epstein, Tel. No. 860.231.9300;

**1,866 sets approximately plus up to 50 overrun sets (Inside delivery)** to the Office of the Secretary of the State, 30 Trinity Street, Hartford, CT 06106. Delivery arrangements must be made with Robert Mitchell, Tel. No. 860.509.6144, or Blanche Tucker, Tel. No. 860.509.6166.

**2. Individual volumes:** The Contractor will be required to deliver (**Inside delivery**) labeled bulk cartons containing various quantities of various volumes, including the 3-hole punched volumes, to the following agencies:



Legislative Commissioners' Office – 110 books (5 copies of each volume per carton);

Department of Revenue Services – 295 3-hole punched books;

Commission on Official Legal Publications (COLP) – 10 books;

Office of the Secretary of the State – 3,410 books.

With the exception of the Commission on Official Legal Publications which is approximately 12 miles from Hartford, all these agencies are located in the City of Hartford within 1 mile of the State Capitol.

**Final delivery instructions for sets and individual volumes will be supplied by the LCO on or before December 31, 2004.**

**PRICES:** The prices quoted in the **PROPOSER'S CHARGES** section of this Request for Proposals shall include all surface transportation charges f.o.b. the State of Connecticut in Hartford County, and the cost of delivering the "advance copies" provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals shall be included in the total price per page and not shown or invoiced as a separate charge. If the State requires delivery of any sets or individual volumes by air mail or air freight, then the State shall pay the difference between the charges thus incurred and the cost of surface transportation.

#### **IV. ONSITE INSPECTIONS BY THE STATE**

(a) The State reserves the right at any time prior to the award of the Contract to inspect the Proposer's place of business where the services and products required by this Request for Proposals would be performed or prepared, for the purpose of ascertaining the Proposer's ability to carry out and supply those services and products; and

(b) The State reserves the right at any time during the performance of the Contract to inspect the Contractor's place of business where the services and products required by this Request for Proposals are being performed or prepared, for the purpose of ascertaining compliance with the terms of the Contract.

#### **V. ENCLOSURES AND SAMPLES**

Enclosed with this Request for Proposals is a sample volume from the *official* General Statutes of Connecticut, revised to 2003. The State requires that the 2005 General Statutes shall match the appearance and quality of the 2003 General Statutes.

## VI. SUBMISSIONS

The Proposer must include the following materials with his Proposal:

- (1) **Pricing page:** All requested pricing on the Proposer's charges page under section VII, below, completed in ink or by typewriter;
- (2) **Proposal page:** **PROPOSAL** page, completed in ink or by typewriter, and signed in ink;
- (3) **Sample:** At least one example of a similar perfect binding job;
- (4) **References:** At least three references from clients or customers for whom similar services have been provided.

The State may waive the above Sample and References requirements in the case of a Proposer who has satisfactorily printed and delivered at least three (3) previous editions of the *official* General Statutes of Connecticut.

While pricing will be the major factor in the awarding of the Contract pursuant to this Request for Proposals, experience in this area and the capability to complete this job within the specific time deadlines will be important considerations as well.

**VII. PROPOSER'S CHARGES**  
**FOR THE SERVICES REQUIRED BY THIS**  
**REQUEST FOR PROPOSALS**

(To be completed by the Proposer in ink or by typewriter)

**PRINTING, BINDING, SHIPPING AND DELIVERING** six thousand two hundred (6,200) sixteen-volume sets of the *official General Statutes of Connecticut*, revised to **January 1, 2005**, as required by the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**PRICE PER PAGE:** \$ \_\_\_\_\_ (Must be completed by the Proposer)

(Price to include all charges for labor, materials, stock, cover material, platemaking, illustrations, manufacture of dies, spines and covers, including stamping, perfect binding, including hinge scoring, packing in sixteen-volume sets, cartons, labeling of cartons, including all charges for manufacture of labels, shipping, including line-haul and distribution, inside delivery and shipping of advance copies. **DO NOT INCLUDE** charges for trimming, punching and shrink wrapping 295 copies of Volume 4, mailing preparation charges or postage – see below for these items.)

**BLANK PAGES:** The State will not pay for any blank pages which the Contractor may insert at the end of any volume for production purposes except for the blank reverse side of printed right-hand pages, if any.

**OVERRUN SIXTEEN-VOLUME SETS AND INDIVIDUAL VOLUMES** of the *official General Statutes of Connecticut*, revised to **January 1, 2005**, as provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**PRICE PER PAGE:** \$ \_\_\_\_\_ (Must be completed by the Proposer)

(Price to include all charges for labor, materials, stock, cover material, platemaking, illustrations, manufacture of dies, spines and covers, including stamping, perfect binding, packing in sixteen-volume sets or in bulk cartons, labeling of cartons, including all charges for manufacture of labels, shipping, including line-haul and distribution and inside delivery. **DO NOT INCLUDE** charges for trimming, punching and shrink wrapping 295 copies of Volume 4, mailing preparation charges or postage – see below for these items.)

**BLANK PAGES:** See **BLANK PAGES** above.

**PREPARATION OF SIXTEEN-VOLUME SETS FOR MAILING:** Show charge per set for preparing sets for mailing. **DO NOT INCLUDE POSTAGE.**

**PRICE PER SET:** \$ \_\_\_\_\_ (Must be completed by the Proposer)

**POSTAGE FOR SIXTEEN-VOLUME SETS:** Invoice must show postage per set and total postage. Invoice must also show postage per set and total postage charges for sets sent at U.S. Mail Library Rate. All such postage charges appearing on the invoice shall be supported by adequately documented evidence.

**TRIM, 3-HOLE PUNCH AND SHRINK WRAP 295 COPIES OF VOLUME 4:** Show total charge for preparing the two hundred ninety-five (295) copies, as provided for in the **DETAILED SPECIFICATIONS** section of this Request for Proposals.

**TOTAL PRICE: \$ \_\_\_\_\_ (Must be completed by the Proposer)**

**DELIVERY:** Inside delivery is required for all sixteen-volume sets, and bulk cartons of individual volumes, including the two hundred ninety-five (295) 3-hole punched copies of Volume 4. Charges for inside delivery must be included as required in the several prices requested above.

**PROPOSERS ARE CAUTIONED THAT THEY SHOULD READ THIS PROPOSER'S CHARGES SECTION VERY CAREFULLY AND SUPPLY ALL PRICING INFORMATION REQUESTED!**

**PROPOSAL**

See Section **VII. – PROPOSER'S CHARGES FOR THE SERVICES REQUIRED BY THIS REQUEST FOR PROPOSALS.**

**Please attach completed pricing section VII of this Request for Proposal to this PROPOSAL page, and submit as your proposal.**

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish the services to the General Assembly provided for in this Request for Proposals at the prices proposed therein.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (Printed) \_\_\_\_\_ TITLE \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

# The Connecticut General Assembly

## Joint Committee on Legislative Management

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

Martin M. Looney, *Senate Majority Leader*  
Louis C. DeLuca, *Senate Republican Leader*

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



James A. Amann  
*Speaker of the House*

Christopher G. Donovan, *House Majority Leader*  
Robert M. Ward, *House Minority Leader*

### REQUEST FOR PROPOSAL

### PRINTING OF THE *OFFICIAL* GENERAL STATUTES OF CONNECTICUT, REVISED TO JANUARY 1, 2007

AND

### THE 2008 SUPPLEMENT TO THE GENERAL STATUTES

### LEGISLATIVE COMMISSIONERS' OFFICE

### CONNECTICUT GENERAL ASSEMBLY

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

**DATE:** September 25, 2006

**TIME:** 5:00 p.m.

Issued August 28, 2006

**TABLE OF CONTENTS**

**PART 1 GENERAL INFORMATION** ..... 3

    1.1 Executive Summary ..... 3

    1.2 Terminology ..... 3

    1.3 Contact Information ..... 4

**PART 2 PROJECT SCOPE** ..... 4

    2.1 Overview ..... 4

    2.2 Administrative Requirements ..... 5

    2.3 Technical Requirements ..... 6

**PART 3 EVALUATION OF PROPOSALS** ..... 9

    3.1 Mandatory Requirements ..... 9

    3.2 Qualitative Elements ..... 9

    3.3 Debriefing Procedure ..... 9

**PART 4 PROPOSAL CONTENTS** ..... 9

    4.1 Administrative Documentation ..... 9

    4.2 Proposal Dependency ..... 11

**PART 5 CONTRACTUAL PROVISIONS** ..... 12

    5.1 Contract Conditions ..... 12

    5.2 Formation of a Contract ..... 15

    5.3 Contract Breach ..... 16

    5.4 Accounting Records ..... 17

    5.5 Work Product ..... 17

    5.6 Renewal of Contract ..... 17

    5.7 Contractor Guarantees ..... 17

    5.8 Freedom of Information ..... 19

    5.9 Discounts ..... 19

    5.10 Human Rights and Opportunities ..... 19

    5.11 Executive Orders ..... 25

**PART 6 PROCUREMENT SCHEDULE** ..... 25

    6.1 Issue the RFP ..... 25

    6.2 Deadline for Questions ..... 25

    6.3 Amendments to Request for Proposal ..... 26

    6.4 Proposal Delivery ..... 26

    6.5 Contract Award and Process ..... 26

**PART 7 RESERVED RIGHTS** ..... 26

    7.1 Rights ..... 26

    7.2 Disqualification from Submitting Proposals ..... 26

**SCHEDULE A, DETAILED PRINTING AND OTHER SPECS -- 2007 GENERAL STATUTES**

**SCHEDULE B, DETAILED PRINTING AND OTHER SPECS -- 2008 SUPPLEMENT**

**ATTACHMENT A, SAMPLE CORPORATE RESOLUTION AND PROOF OF AUTHORIZATION FORM**

**ATTACHMENT B, CERTIFICATION FORM**

**ATTACHMENT C, INSURANCE CERTIFICATE**

**ATTACHMENT D, PRINCIPAL REPORT FORM**

**ATTACHMENT E, GIFT CERTIFICATION**

**ATTACHMENT F, CAMPAIGN CONTRIBUTION CERTIFICATION**

**ATTACHMENT G, ANNUAL CONTRACT CERTIFICATION**

**ATTACHMENT H, PROPOSAL PRICING PAGE FOR PRINTING, BINDING, SHIPPING AND  
DELIVERING THE 2007 GENERAL STATUTES**

**ATTACHMENT I, PROPOSAL PRICING PAGE FOR PRINTING, BINDING, SHIPPING AND  
DELIVERING THE 2008 SUPPLEMENT TO THE GENERAL STATUTES**

**AGENCY VENDOR PROFILE FORM**

**W-9 FORM**



## **PART 1 GENERAL INFORMATION**

### **1.1 Executive Summary**

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

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

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

### **1.2 Terminology**

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

- (a) "Commission" - Commission on Human Rights and Opportunities
- (b) "Contract" - Agreement signed by parties to formalize the acceptance by the state of an offer of a proposer to furnish the services described herein at the stated prices in response to the request for proposals;
- (c) "JCLM" - Joint Committee on Legislative Management, through the office of Legislative Management;
- (d) "LCO" - Legislators Commissioners' Office;
- (e) "OLM" - Office of Legislative Management;
- (f) "Proposal" - Offer submitted in response to this request for proposals, to furnish the services described herein to the state, under the prescribed conditions at the stated prices;

- (g) “Proposer” - Person, firm or corporation submitting a proposal in response to a request for proposals;
- (h) “RFP” - Request for proposal;
- (i) “State” - The Connecticut General Assembly acting by and through the Executive Director of the Office of Legislative Management;

### 1.3 Contact Information

**Mail:** Attention: Linda J. Voghel  
Office of Legislative Management  
Suite 5100 Legislative Office Building  
Hartford, CT 06106-1591

**Email:** [linda.voghel@cga.ct.gov](mailto:linda.voghel@cga.ct.gov)

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

## PART 2 PROJECT SCOPE

### 2.1 Overview

The Joint Committee on Legislative Management, through the Office of Legislative Management requires the following: Printing services for both the 2007 *official* General Statutes of Connecticut and the 2008 Supplement thereto.

#### **2.1.1 Printing of the *Official* General Statutes of Connecticut, revised to January 1, 2007. Summary of services required by the LCO during December 2006/January 2007 (See also SCHEDULE A and ATTACHMENT H):**

- (a) Printing, binding, shipping and delivery of the *official* General Statutes of Connecticut, revised to January 1, 2007 (hereinafter referred to as the “2007 General Statutes”). Said services shall include, but shall not be limited to, the printing, binding, shipping and delivery of 6,100 sixteen-volume sets of the 2007 General Statutes and approximately 3,315 individual volumes thereof, from electronic pages (PDF files with fonts and images embedded, hereinafter referred to as the “2007 General Statutes electronic pages” or, where the context permits, “electronic pages”) provided by the state. The state will require all such sets and individual volumes to be produced and delivered to the state over a period of not more than **three (3) calendar weeks**.
- (b) All services required hereunder shall be produced and delivered to the state as hereinafter provided.

#### **2.1.2 Printing of the 2008 Supplement to the 2007 General Statutes.**

**Summary of services required by the LCO during January 2008 (See also SCHEDULE B and ATTACHMENT I):**

- (a) Printing, binding, shipping and delivery of the 2008 Supplement to the 2007 General Statutes, revised to January 1, 2008 (hereinafter referred to as “the 2008 Supplement”). Said services shall include, but shall not be limited to, the printing, binding, shipping and delivery of five thousand two hundred (5,200) three-volume sets of the 2008 Supplement, from electronic pages (PDF files with fonts and images embedded, hereinafter referred to as the “2008 Supplement electronic pages” or, where the context permits, “electronic pages”) provided by the state. The state will require all such sets to be produced and delivered to the state over a period of not more than **two (2) calendar weeks**.
- (b) All services required hereunder shall be produced and delivered to the state as hereinafter provided.

**2.2 Administrative Requirements**

Proposer must explain how his or its proposal will address the requirements of the JCLM. Since the proposer’s proven ability to print from composed electronic pages and produce final bound volumes, 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 state in awarding the contract, the proposer shall meet the following qualifications.

**2.2.1 Corporate Experience and Knowledge**

The proposer must describe and demonstrate the company’s experience with providing services similar to those described in this RFP, in an accurate, timely and confidential manner.

**2.2.2 Evidence of Proposer’s Qualifications**

To further enable the state to determine the proposer’s qualifications to carry out the services specified in this RFP in an accurate, timely and confidential manner, the proposer shall provide the following with his proposal:

- (a) Evidence that the proposer has successfully carried out similar work of a similar size and complexity in the past;
- (b) A sample of a perfect bound product produced by the proposer which is comparable with the services required by this RFP;
- (c) A minimum of three (3) references with whom the state may check as to the proposer’s ability to carry out such services in an accurate and timely manner, including the following:
  - i. Name, title, address and telephone number of reference;
  - ii. Overview of the project;

- iii. Length of the project;
  - iv. Total fees associated with the project.
- (d) A description of the proposer's computer hardware and software, and printing and binding equipment which would be used in carrying out such services;
- (e) The number of the proposer's personnel who would be directly involved in carrying out such services and which of such personnel, if any, are subcontractors; and
- (f) Evidence that the proposer's computer hardware and software, and printing and binding equipment, and personnel are qualified and able to carry out such services in an accurate and timely manner.

The state may waive any or all of these requirements in the case of a proposer who has satisfactorily prepared and printed at least three (3) previous editions of the *official* General Statutes of Connecticut, or Supplements thereto, or any combination thereof.

While pricing will be a major factor in the awarding of the contract, experience and ability to complete the services specified in this RFP in an accurate, timely and confidential manner will be important considerations as well.

### **2.2.3 Cost**

Proposer must provide the costs to be used during the term of the contract by completing **Attachments H and I**.

Proposer must list in the proposal any additional costs for which reimbursement will be sought.

## **2.3 Technical Requirements**

### **2.3.1 Production Timetables**

The contract for the printing, binding, shipping and delivery of the 2007 General Statutes, and the printing, binding, shipping and delivery of the 2008 Supplement shall be from the date of award through March 31, 2008.

Delivery by the LCO of the 2007 General Statutes electronic pages is expected to occur **between December 4, 2006 and December 18, 2006**. The printed books shall be delivered to the state in no more than **three (3) calendar weeks** from receipt by the contractor of the final electronic pages.

Delivery by the LCO of the 2008 Supplement electronic pages is expected to occur **between January 3, 2008, and January 10, 2008**. The printed books shall be delivered to the state in no more than **two (2) calendar weeks** from receipt by the contractor of the final electronic pages.

The specific timetable for delivery of the printed books shall be determined from the actual delivery date of the final electronic pages to the contractor.

### **2.3.2 Materials to be Delivered by the state**

The state shall deliver to the contractor all electronic pages and other necessary materials to enable it to carry out the services required by the state as provided for in the detailed specifications contained in **Schedules A and B**, respectively, of this RFP.

### **2.3.3 Services and Products Required by the state**

The state shall require the contractor to print, bind, ship and deliver six thousand one hundred (6,100) sixteen-volume sets of the 2007 General Statutes, and five thousand two hundred (5,200) sets of the 2008 Supplement, as provided for in the detailed specification contained in **Schedules A and B**, respectively, of this RFP.

### **2.3.4 Work and Production Schedules**

Unless otherwise specified in this RFP, all electronic pages to be delivered by the state to the contractor pursuant to this RFP and all completed books to be delivered by the contractor to the state pursuant to this RFP shall be delivered to the respective parties in accordance with Work and Production Schedules to be mutually agreed upon in writing by the state and the contractor, or their designees, so as to afford the parties as much lead time as is reasonably possible for the scheduling of the required services. The state and the contractor agree to make every reasonable effort to adhere to the Work and Production Schedules established pursuant to this RFP.

### **2.3.5 Liability for Loss or Injury to Materials**

The contractor shall be liable for any loss of or injury to any material furnished under the contract which is caused by the contractor's failure to exercise such care in regard to the material as a reasonable careful owner of similar material.

### **2.3.6 Delivery and Liquidated Damages for Late Delivery**

(a) Delivery shall be made as ordered and in accordance with the detailed specifications contained in **Schedules A and B**, respectively, of this RFP;

(b) It is understood and agreed that time is of the essence and that in the case of failure on the part of the contractor, except with the written consent of the state, to complete the furnishing of services and delivery of books as called for in the detailed specifications contained in **Schedules A and B**, respectively, of this RFP within the time required, the state 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 two hundred fifty dollars (\$250.00) 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.

### **2.3.7 Negatives, plates, film and dies**

(a) All negatives, plates and film produced by the contractor under the contract shall become the property of the state and, if the state so requests, shall be returned, at the contractor's expense, in good condition and in correct page sequence to the Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or as directed by said office, **within two (2) calendar weeks** of such request being made or **within two (2) calendar weeks** of completion of the services provided for in the detailed specifications contained in **Schedules A and B**, respectively, of this RFP, whichever is later;

(b) All dies produced by the contractor under the contract in connection with the stamping of the spines and covers of all volumes of the 2007 General Statutes, and all volumes of the 2008 Supplement shall become the property of the state and, if the state so requests, shall be returned, at the contractor's expense, in good condition to said Legislative Commissioners' Office, or as directed by said office, **within two (2) calendar weeks** of such request being made or **within two (2) calendar weeks** of completion of the services provided for in the detailed specifications contained in **Schedules A and B**, respectively, of this RFP, whichever is later.

### **2.3.8 Use by Contractor of Materials Delivered by the state**

The contractor 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 carrying out the contract without the prior written consent of the Legislative Commissioners, or their designee, on behalf of the state.

### **2.3.9 Printing Requirements**

The detailed printing and other specifications contained in **Schedules A and B**, respectively, of this RFP contain the style, format, and rules applicable to the printing, binding, packing, labeling and delivery of the 2007 General Statutes, and the 2008 Supplement.

### **2.3.10 Examination of Documents**

(a) Questions regarding any aspects of this RFP may be submitted in writing to the listed RFP contact no later than **September 6, 2006**. All responses and any RFP clarifications will be posted on the Department of Administrative Services state bid portal and mailed to all vendors of record who have received an RFP package no later than **September 15, 2006**.

(b) Sample volumes of the *official* General Statutes of Connecticut, revised to January 1, 2005, and of the 2006 Supplement thereto will be made available to any proposer requesting same. The state requires that the 2007 General Statutes and the 2008 Supplement shall generally match the appearance and quality of the 2005 General Statutes, and the 2006 Supplement thereto, respectively.

## **PART 3 EVALUATION OF PROPOSALS**

### **3.1 Mandatory Requirements**

OLM will review proposals submitted to determine if the mandatory administrative submission requirements listed in section 2.2 have been addressed.

The state also has the sole discretion to decide if deviations from the mandatory requirements are material and whether to accept a proposal if it fails to comply with said requirements.

### **3.2 Qualitative Elements**

Once it is determined that the proposal meets the mandatory requirements, the following qualitative elements of the proposal will be evaluated:

- (a) Proposers understanding of the requirements
- (b) Professional experience with similar projects and references of the firm
- (c) Professional experience of the personnel who will be involved in the project
- (d) Quality of list of references from current clients for whom similar services have been provided.
- (e) Appropriateness of the proposed fee structure

### **3.3 Debriefing Procedure**

OLM contracting personnel will send letters to all proposers indicating the results of the review process.

## **PART 4 PROPOSAL CONTENTS**

Proposals must include both administrative and technical documents.

### **4.1 Administrative Documentation**

Proposers must submit the following required documentation. The state reserves the right to reject any proposal which does not include the required documentation.

- (a) Proposals must be sent to the Office of Legislative Office Building, Room 5100 Legislative Office Building, Hartford, Connecticut 06106 to the attention of Linda Voghel;
- (b) Please note only sealed written proposals will be accepted;
- (c) An original and two (2) unbound copies of the proposal must be submitted;
- (d) The proposer must indicate on the front of the envelope:

**SEALED PROPOSAL:** 2007-2008 Connecticut General Statutes and Supplement Printing Services

**DEADLINE FOR RECEIPT: September 25, 2006 at 5:00 p.m.**

- (e) Evidence of professional experience for company, and personnel assigned to the project;
- (f) Sample of proposer's perfect binding of a product comparable to a volume of the 2007 General Statutes or the 2008 Supplement;
- (g) Sample of the paper to be used in the printing of the 2007 General Statutes and the 2008 Supplement, with technical specifications, name of paper and name of manufacturer;
- (h) A minimum of three (3) current references for the company and personnel assigned to the project:
  - i. Name, title, address and telephone number of reference;
  - ii. Overview of the project;
  - iii. Length of the project;
  - iv. Total fees associated with the project.
- (i) A corporate resolution or notarized proof of authorization indicating authority to submit the proposal on behalf of the firm. The proposer should submit documentation which resembles either the attached sample resolution or sample authorization -- (**Attachment A**);
- (j) Completed Certification Form -- (**Attachment B**);
- (k) Insurance Certificate (**required upon notification of award only**): Please see minimum required levels. Proposer must name the JCLM as an additional insured -- (**Attachment C**);
- (l) The proposer shall submit **both** a completed Principals Form for their organization as defined in section 5.1.1(a)(vi) and included in **Attachment D** of this RFP with their proposal and the online Principals Form. The proposer must submit the online Principals Form by email to Tina Mohr at [tina.mohr@cga.ct.gov](mailto:tina.mohr@cga.ct.gov) using the online form located at <http://www.cga.ct.gov/olm/publications2.asp>.
- (m) The proposer must complete and submit the Gift Affidavit as described in section 5.1.2 of this RFP. The planning date which should be referenced in the affidavit is June 15, 2006 -- (**Attachment E**);
- (n) The proposer must complete and submit the Campaign Contribution Certification Form included in this RFP in **Attachment F**.
- (o) Annual Contract Certification (**required for awarded vendor only**): Annual contract certification to update the preceding gift/campaign certifications must be submitted on the contract anniversary date -- (**Attachment G**).



- (p) Completed pricing page for printing, binding, shipping and delivering the 2007 General Statutes -- (**Attachment H**);
- (q) Completed pricing page for printing, binding, shipping and delivering the 2008 Supplement to the 2007 General Statutes -- (**Attachment I**);
- (r) Bid Bond: The proposer must submit a bid bond in the amount of ten percent (10%) of the total proposed contract cost along with the proposal. Failure to furnish a bid bond in the proper form and amount with the proposal will be cause for rejection of the proposal. A bid bond shall be in the form of a firm commitment as follows: a bid bond on a surety company licensed in the State of Connecticut; a postal money order; certified check; or cashier's check. Bid guarantees other than bid bonds will be returned (a) to unsuccessful proposers as soon as practical after the opening of the proposal, and (b) to the successful proposer upon execution of such further contractual documents and bonds as may be required by the proposal. A letter of credit cannot be substituted for a bid bond. Proposers should consider incorporating the cost of the bid bond into their proposal pricing.
- (s) Performance Bond (**may be required upon notification of award only**): The proposer to whom the award is made may be required, at the discretion of the JCLM, to furnish a performance bond for the protection of the CGA in an amount equal to the total proposal amount upon notification of award and prior to final execution of the contract;
- (t) Agency Vendor Profile Form;
- (u) W-9 Form.

## 4.2 Proposal Dependency

No proposer responding to this RFP shall make the charges proposed in **Attachments H and I**, respectively, subject to the acceptance by the state of the charges proposed in any other RFP unless the state, in writing, specifically requests the proposer to do so.

## 4.3 Documentation Subsequent to Contract Award

The contractor must provide the following subsequent to the contract award:

- (a) Insurance Certificate: Please see minimum required levels listed in **Attachment C**. The proposer must name the JCLM as an additional insured.
- (b) Performance Bond: A performance bond in an amount equal to the total proposal amount may be required at the discretion of the JCLM.
- (c) Annual Contract Certification: Please see **Attachment G** which must be submitted on the contract anniversary date.

## **PART 5 CONTRACTUAL PROVISIONS**

### **5.1 Contract Conditions**

#### **5.1.1 Campaign Contribution Restrictions**

This section (the “CCR section”) is included pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to state contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR section, without limiting its applicability, is also made applicable to state agencies, quasi-public agencies, the General Assembly, state contractors, prospective state contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR section only:

- i. "Quasi-public agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.
- ii. "State agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of state government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
- iii. "State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
- iv. "State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the state or an employee in the executive, legislative or judicial

branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

- v. "Prospective state contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the state contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective state contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.
- vi. "Principal of a state contractor or prospective state contractor" (collectively referred to in this CCR section as "principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a state contractor or prospective state contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such state Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, (D) an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

- (b) On and after December 31, 2006, no state contractor, prospective state contractor or principal, with regard to a state contract, bid solicitation or request for proposals with or from a state agency in the executive branch or a quasi-public agency, and no principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor,

Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

- (c) On and after December 31, 2006, no state contractor, prospective state contractor or principal, with regard to a state contract, bid solicitation or request for proposals with or from the General Assembly, and no principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (d) On and after December 31, 2006, if a state contractor or a principal of a state contractor makes or solicits a contribution prohibited under this CCR section, the contracting state agency or quasi-public agency may, in the case of a state contract executed on or after December 31, 2006, void the existing contract with said contractor, and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited.
- (e) On and after December 31, 2006, if a prospective state contractor or a principal of a prospective state contractor makes or solicits a contribution prohibited under this CCR section, no state agency or quasi-public agency shall award the prospective state contractor the contract described in the bid solicitation or request for proposals, or any other state contract for one year after the election for which such contribution is made or solicited.
- (f) The chief executive officer of each prospective state contractor, or if a prospective state contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(vi) of this CCR section with regard to said prospective state contractor concerning the provisions of subsection (b) or (c) of this CCR section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution, on or after December 31, 2006, in violation of the provisions of subsection (b) or (c) of this CCR section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited on or after December 31, 2006, the prospective state contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit to their proposal or application for prequalification, as applicable. (Campaign Contribution Certification, **Attachment E**).
- (g) The proposal shall include a list of all principals of all prospective state contractor(s) as defined in section (a)(vi) of this CCR section.

### 5.1.2 Gift

Pursuant to Conn. Gen. Stat. 4-252, the contractor shall certify that no gifts were made between the date that the CGA began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the CGA soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, of (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over the CGA. (Gift Certification, **Attachment D**).

## **5.2 Formation of a Contract**

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

### **5.2.1 Contract Creation**

This section serves as a notification to contractor(s) that:

(i) the state's acceptance of the proposer(s) offer to furnish the services required in this RFP shall result in a contract between the contractor(s) and the state which shall bind the contractor(s) on his part to furnish and deliver said services at the prices specified in said proposal, except as modified through negotiations between the state and the contractor(s), and the state on its part to order from the contractor(s), except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, the services provided for in this RFP; and

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

### **5.2.2 Contract Execution**

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

### **5.2.3 Term of Contract**

The term of the contract for printing of the 2007 General Statutes and the 2008 Supplement shall extend from contract execution until project completion and expiration of all warranties, but in no case shall go beyond March 31, 2008. The state reserves the right to extend the contract, if needed.

#### **5.2.4 Modification**

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

#### **5.2.5 Transfer**

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

#### **5.2.6 Governing Law:**

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

Notwithstanding any provision or language in this contract to the contrary, the state may terminate this contract whenever it determines that such determination is in the best interests of the state. Any such termination shall be effected by delivery to the contractor(s) of a written notice of termination. The notice of termination shall be sent by registered mail to the contractor(s)'s address furnished to the state for purposes of correspondence or by hand delivery. Upon receipt of such notice, the contractor(s) shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor(s) in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the state. In the event of such termination, the contractor(s) shall be entitled to reasonable compensation as determined by the state, however, no compensation for lost profits shall be allowed.

### **5.3 Contract Breach**

#### **5.3.1 Failure to Perform**

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

commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the state.

### **5.3.2 Rejection**

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

### **5.3.3 Cancellation**

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

## **5.4 Accounting Records**

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

## **5.5 Work Product**

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

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

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

## **5.6 Renewal of Contract**

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

## **5.7 Contractor Guarantees**

- (a) The contractor hereby agrees and guarantees to perform all services and deliveries as provided in the contract in accordance with the specifications, terms and conditions contained in this RFP, and Work

and Production Schedules to be mutually agreed upon by the state, or its designee, and the contractor.

- (b) The contractor shall indemnify, defend and hold harmless the state and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively, the "Acts") of the contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or the contract. The contractor shall use counsel reasonably acceptable to the state in carrying out its obligations under this section. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the 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 of the contract.
- (c) The contractor shall reimburse the state for any and all damages to the real or personal property of the state caused by the acts of the contractor or any contractor parties. The state shall give the contractor reasonable notice of any such claims.
- (d) The contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the state is alleged or is found to have contributed to the acts giving rise to the claims.
- (e) To insure that all books delivered to the state under the contract are free of defects, defective materials and/or workmanship and manufactured in accordance with the specifications set out in the detailed specifications contained in **Schedules A and B**, respectively, of this RFP and to replace any books which may have been damaged during manufacture or while in transit to the state;
- (f) To correct, at its own expense, any errors which it may create and which are discovered before or after the books are delivered or mailed, as the case may be, and at its own expense to provide errata sheets or labels in the quantity of the print run and to assume the distribution costs of such errata sheets or labels to all users of the defective books;
- (g) Not to use any of the electronic pages provided by the state under the contract or any information to which the contractor may become privy pursuant to the contract for its own benefit or purposes or for the benefit or purposes of any of its clients or subscribers or any other person without the prior written consent of the Legislative Commissioners, or their degree, on behalf of the state;
- (h) To bear all risk of loss to the manufactured books which may occur while they are in transit to the state, as provided for in the contract;
- (i) To return all materials delivered by the state to the contractor pursuant to the contract in good condition upon completion of the services provided for in the contract.



- (j) 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 section. The contractor shall name the state as an additional insured on the policy and shall provide a copy of the policy to the state no later than ten (10) business days from the effective date of the contract.
- (k) The rights provided in this section for the benefit of the state shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (l) This section shall survive the termination, cancellation or expiration of the contract, and shall not be limited by reason of any insurance coverage.

## **5.8 Freedom of Information**

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

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

### **5.8.2 Proprietary Information**

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

### **5.8.3 Administrative Authority**

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

## **5.9 Discounts**

Discounts must be reflected in the base price in the RFP. Any prompt payment discounts should be itemized in the RFP. Other discounts will not be considered when determining which contractor(s) has the lowest proposed price.

## **5.10 Human Rights and Opportunities**

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

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

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

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

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

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

(2) The contractor(s) agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor(s), to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor(s) agrees to provide each labor union or representative of workers with which such contractor(s) has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor(s) has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor(s)'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(s) agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) The contractor(s) 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(s) as relate to the provisions of this section and section 46a-56. If the contract is a public works

contract, the contractor(s) agrees and warrants that he will make good faith efforts to employ minority business enterprises as contractor(s) and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor(s) or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) Who have the power to direct the management and policies of the enterprise and

(3) Who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of the contractor(s)'s good faith efforts shall include but shall not be limited to the following factors: The contractor(s)'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(s) shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor(s) shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor(s) shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor(s) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor(s) may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

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

(1) The contractor(s) agrees and warrants that in the performance of the contract such contractor(s) will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor(s) agrees to provide each labor union or representative of workers with which such contractor(s) has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor(s) 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)'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(s) agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor(s) 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(s) which relate to the provisions of this section and section 46a-56.

(b) The contractor(s) shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor(s) shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor(s) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor(s) may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

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

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

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

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

(a) The commission shall:

- (1) Investigate the possibilities of affording equal opportunity of profitable employment to all persons, with particular reference to job training and placement;
  - (2) Compile facts concerning discrimination in employment, violations of civil liberties and other related matters;
  - (3) Investigate and proceed in all cases of discriminatory practices as provided in this chapter and noncompliance with the provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes;
  - (4) From time to time, but not less than once a year, report to the Governor as provided in Section 4a-60 of the Connecticut General Statutes, making recommendations for the removal of such injustices as it may find to exist and such other recommendations as it deems advisable and describing the investigations, proceedings and hearings it has conducted and their outcome, the decisions it has rendered and the other work it has performed;
  - (5) Monitor state contracts to determine whether they are in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes and all other provisions of the general statutes which prohibit discrimination; and
  - (6) Compile data concerning state contracts with female and minority business enterprises and submit a report annually to the General Assembly concerning the employment of such business enterprises as contractor(s) and subcontractor.
- (b) The commission may, when it is deemed in the best interests of the state, exempt a contractor(s) from the requirements of complying with any or all of the provisions of Section 4a-60, 4a-60a, 46a-68c, 46a-68d or 46a-68e of the Connecticut General Statutes in any specific contract. Exemptions under the provisions of this section may include, but not be limited to, the following instances: (1) If the work is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved; (2) those involving less than specified amounts of money or specified numbers of workers; (3) to the extent that they involve subcontracts below a specified tier. The commission may also exempt facilities of a contractor(s) which are in all respects separate and distinct from activities of the contractor(s) related to the performance of the contract, provided such an exemption shall not interfere with or impede the effectuation of the purposes of this section and Sections 4a-60, 4a-60a, 4a-60g, 4a-62 and 46a-68b to 46a-68k, inclusive, of the Connecticut General Statutes.
- (c) If the commission determines through its complaint procedure that a contractor(s) or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Sections 4a-60, 4a-60a, 46a-68c, 46a-68d, 46a-68e or 46a-68f of the Connecticut General Statutes, (A) the state shall retain two per cent of the total contract price per month on any existing contract with such contractor(s) and (B) the contractor(s) shall be prohibited from participation in any further contracts with state agencies until: (i) the expiration of a period of two years from the date of the finding of noncompliance or (ii) the commission determines that

the contractor(s) has adopted policies consistent with such statutes. The commission shall make such a determination as to whether the contractor(s) has adopted such policies within forty-five days of its determination of noncompliance. In addition, the commission may do one or more of the following: (1) publish or cause to be published, the names of contractor(s) or unions which it has found to be in noncompliance with such provisions; (2) notify the Attorney General that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Sections 4a-60 or 4a-60a of the Connecticut General Statutes, appropriate proceedings should be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of said Sections 4a-60 or 4a-60a of the Connecticut General Statutes; (3) recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964, when necessary; (4) recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the commission as the case may be; (5) order the contracting agency to refrain from entering into further contracts, or extension or other modifications of existing contracts, with any noncomplying contractor(s), until such contractor(s) has satisfied the commission that such contractor(s) has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes. The commission shall adopt regulations in accordance with Chapter 54 of the Connecticut General Statutes to implement the provisions of this section.

- (d) If the commission determines through its complaint procedure and after a hearing held in accordance with Chapter 54 of the Connecticut General Statutes that, with respect to a state contract, a contractor(s), subcontractor or supplier of materials has (1) fraudulently qualified as a minority business enterprise or (2) performed services or supplied materials on behalf of another contractor(s), subcontractor or supplier of materials knowing (A) that such other contractor(s), subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under Section 4a-60 or 4a-60a of the Connecticut General Statutes, and (B) that such services or materials are to be used in connection with a contract entered into pursuant to Section 4a-60g(b) of the Connecticut General Statutes it shall assess a civil penalty of not more than ten thousand dollars upon such contractor(s), subcontractor or supplier of materials. The Attorney General, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered shall be deposited in a special fund and shall be held by the Treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of Chapter 54 of the Connecticut General Statutes, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor(s), subcontractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in Section 32-9n(a) of the Connecticut General Statutes.

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

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

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

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

### **5.10.9 Labor Reporting:**

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

## **5.11 Executive Orders**

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

## **PART 6 PROCUREMENT SCHEDULE**

### **6.1 Issue the RFP**

The RFP will be issued by **August 28, 2006**.

### **6.2 Deadline for Questions**

All proposer questions must be submitted in writing by the close of business **September 6, 2006**. These submissions must be addressed to the attention of Linda Voghel at the Office of Legislative

Management; Room 5100 Legislative Office Building, Hartford, CT 06106-1591; or at [linda.voghel@cga.ct.gov](mailto:linda.voghel@cga.ct.gov).

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

All clarification amendments to the RFP and response to written questions will be published no later than **September 15, 2006**.

### **6.4 Proposal Delivery**

All sealed proposals must be delivered by 5:00 pm on **September 25, 2006** to the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut. Any and all proposals received after that time must be rejected and returned to the proposer.

### **6.5 Contract Award and Process**

The contract award process will begin once all proposals are reviewed and a recommendation for award has been made.

## **PART 7 RESERVED RIGHTS**

### **7.1 Rights**

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

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

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

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

### **7.2 Disqualification from Submitting Proposals**

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

(a) The Joint Committee on Legislative Management may disqualify any person, firm or corporation, for up to two years, from submitting a proposal for, applying for, or participating as a subcontractor under contracts with the legislative department, pursuant to Section 2-71p of the Connecticut General Statutes, for contractual services required by the legislative department, for one or more causes set forth under subsection (c) of this section. The committee shall provide



notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The committee shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the person, firm or corporation is being disqualified, the period of such disqualification. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183 of the Connecticut General Statutes.

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

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

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

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

(3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;

(4) Noncompliance with contract provisions, of a character regarded by the committee to be of such gravity as to indicate a lack of responsibility to perform as a state contractor(s), including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;

(5) Recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor(s) or supplier; or

(6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state contractor(s), including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts.

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

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

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

### **7.2.3 Disqualification Exception**

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

## SCHEDULE A

### DETAILED PRINTING AND OTHER SPECIFICATIONS -- 2007 GENERAL STATUTES

**PRINTING:** Sixteen (16) Volumes General Statutes of Connecticut, revised to January 1, 2007, including Index Volumes.

**TRIM SIZE:** 6" x 9".

**NUMBER OF PAGES:** The following is an **estimate** of the anticipated page counts for each volume:

Volume 1	Estimated	1,240
Volume 2	Estimated	950
Volume 3	Estimated	1,190
Volume 4	Estimated	1,270
Volume 5	Estimated	960
Volume 6	Estimated	1,260
Volume 7	Estimated	770
Volume 8	Estimated	1,330
Volume 9	Estimated	1,190
Volume 10	Estimated	1,090
Volume 11	Estimated	1,370
Volume 12	Estimated	1,150
Volume 13	Estimated	1,280
Volume 14	Estimated	1,040
Volume 15	Estimated	1,020
Volume 16	Estimated	1,190

Total estimated number of pages = 18,300

**STOCK:** Paper for body pages must meet the following specifications: (1) Basis weight – 40#, 45# or 50#; (2) Acid free; (3) Finish – smooth as possible to keep bulking of books to a minimum, such as English or Machine; (4) Bulking – 740 ppi or better (consistent caliper); (5) Color – bright white; (6) Opacity – 91 or better; and (7) Brightness – 87 or better. **Paper used must meet or exceed the American National Standards Institute standards for permanent paper.** (Include all charges for stock in the per page price in the **PROPOSER’S CHARGES** contained in **Attachment H** of this RFP.)

**The Proposer must identify the manufacturer and name of the paper he will use and supply samples and specifications with his Proposal, or when requested to do so by the State. Note: Ground wood paper, whether or not acid free, will not be accepted.**

**Note: The paper used for the printing of the 2007 General Statutes must match in all respects the paper to be used for the printing of the 2008 Supplement.**

**COVERS:** Ecological Fibers Rainbow 17 pt., Royal Kidskin finish (no substitutes) – “Yale Blue” or similar. Same color and finish as used for the 2005 General Statutes. The covers shall be hinge scored in the same manner as the 2005 General Statutes. (Include all charges for cover material and hinge scoring in per page price in the **PROPOSER’S CHARGES** contained in **Attachment H** of this RFP.)

**ILLUSTRATIONS:** Since the state will be supplying all pages, including spines and covers, as electronic pages, the contractor will not be responsible for any illustrations.

**ELECTRONIC PAGES:** All pages for Volumes 1 to 16, inclusive, will be delivered by the state as electronic pages. The state will provide matching hard copy of all electronic pages to enable the contractor to compare same with his production plates or film, for quality assurance purposes.

All electronic pages delivered to the contractor by the state will, when printed, have a print area of 30 x 49.5 picas per page.

**DELIVERY OF ELECTRONIC PAGES:** The electronic pages will be delivered to the contractor in complete volumes (including spines and covers) but not necessarily in volume-number sequence.

It is expected that delivery of the electronic pages will take place **between December 4, 2006, and December 18, 2006**, with delivery to the state of the printed and bound sets three (3) calendar weeks later.

**The state will attempt to deliver electronic pages at the rate of not more than four (4) volumes per shipment but cannot guarantee to do so.**

**NOTE:** If it is not possible for the state to adhere to the above tentative rate of delivery and if more than four (4) volumes are delivered at any one time, including on December 18, 2006, **no extension of the delivery time of three (3) calendar weeks will be granted to the contractor.**

**PRESSWORK:** **Inside:** Black ink with a **2 pica top margin** and a **2.5 pica outside or thumb margin**, after trimming.

**COMPOSITION:** The contractor will not be required to set display type for spines and covers or for carton labels (see **SPINES AND COVERS** and **CARTON LABELS**, below).

**SPINES AND COVERS:** Stamped, bright **gold-colored foil**, to match 2005 General Statutes. The state will deliver all spines and covers as electronic pages. (Include all charges for dies and foil for all volumes in per page price in the **PROPOSER’S CHARGES** contained in **Attachment H** of this RFP.)

**CARTON LABELS:** The contractor will be required to reproduce the necessary number of copies of the carton labels described below. The state will deliver the labels as electronic pages:

1. The label to be printed on or affixed by the contractor to each sixteen-volume set carton (see **PACKING**, below). (Include charges for this item in per page price in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP);

2. The label to be printed on or affixed by the contractor to each bulk carton of individual volumes (See **PACKING**, below). (Include all charges for this item in per page price in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP.)

**ADDRESS LABELS:** The LCO will supply self-adhesive address labels (See **MAILING INSTRUCTIONS**, below).

**PROOFS OF SPINES, COVERS AND CARTON LABELS:** One (1) set of proofs of the spines, covers and carton labels printed from the electronic pages supplied by the state to be delivered not later than **two (2) calendar weeks** after receipt of the electronic pages to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. (Phone No. 860.240.8410, FAX No. 860.240.8414.) (Include all charges for preparing and delivering proofs in per page price in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP.)

**NOTE:** All proofs must be single page. Composite proofs requiring that variable copy be superimposed over fixed copy will not be accepted.

**PROOFS OF PRINTED VOLUMES:** One (1) set of proofs of each complete volume printed from the electronic pages supplied by the state to be delivered not later than **two (2) calendar weeks** after receipt of the electronic pages to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. (Phone No. 860.240.8410, FAX No. 860.240.8414.) (Include all charges for preparing and delivering proofs in per page price in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP.)

**BINDING:** Perfect binding. (**The proposer must supply a sample of his perfect binding with his proposal.**)

**PRINT RUN (SETS):** Six thousand one hundred (6,100) sixteen-volume sets.

**OVERRUN / UNDERRUN:** The state will accept an overrun of up to twenty-five (25) sixteen-volume sets only. **There is to be no underrun unless authorized by the state.**

**PRINT RUN (INDIVIDUAL VOLUMES):** The state, acting through the LCO, will request approximately three thousand three hundred fifteen (3,315) additional copies of various volumes, as follows:

Volume 1	approximately	285 copies
Volume 2	approximately	150 copies
Volume 3	approximately	100 copies
Volume 4	approximately	375 copies
Volume 5	approximately	230 copies
Volume 6	approximately	190 copies
Volume 7	approximately	185 copies
Volume 8	approximately	420 copies
Volume 9	approximately	130 copies
Volume 10	approximately	230 copies
Volume 11	approximately	185 copies
Volume 12	approximately	310 copies
Volume 13	approximately	420 copies
Volume 14	approximately	35 copies
Volume 15	approximately	35 copies
Volume 16	approximately	35 copies

**NOTE:** The above counts, which include the volumes needed to prepare the **volumes to be 3-hole punched** as described below in this **Schedule A**, will be further defined, if necessary, upon award of the contract pursuant to this RFP. **However, no change is anticipated.**

**3-HOLE PUNCHED VOLUMES:** The contractor will be required to prepare two hundred ninety-five (295) copies of Volume 4 for loose-leaf binders – each copy to be trimmed four sides with covers, 3-hole punched and shrink wrapped (See **PACKING**, below). (Include all charges for trimming, punching and shrink wrapping under **TRIM, 3-HOLE PUNCH** in the **PROPOSER’S CHARGES** contained in **Attachment H** of this RFP.)

**ADVANCE COPIES:** Two (2) copies of each complete perfect bound volume to be delivered to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners’ Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, as soon as each volume is printed, to be sent by fastest route. (Include all shipping charges for this item in per page price in the **PROPOSER’S CHARGES** contained in **Attachment H** of this RFP.)

**PACKING: 1. Sets:** Pack in sixteen-volume sets in labeled (See **CARTON LABELS**, above), corrugated, sealed and taped cartons **suitable for mailing**. (Include all charges for labeling and packing in per page price in the **PROPOSER’S CHARGES** contained in **Attachment H** of this RFP.)

**NOTE:** The contractor shall be responsible at his own expense for correcting any mis-packed set which does not contain one (1) copy each of the volumes numbered 1 to 16, inclusive. Such correction shall include, but shall not be limited to, the contractor dealing directly with each purchaser or user of a

deficient set of the 2007 General Statutes, and delivering to such purchaser or user such volume or volumes as may be needed to correct such mis-packing.

**2. Individual volumes:** Pack authorized individual volumes, including the 3-hole punched volumes, in labeled (See **CARTON LABELS**, above), bulk cartons each weighing not more than 35 lbs. (Include all charges for labeling and packing in per page price in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP.)

**DELIVERY OF SETS AND INDIVIDUAL VOLUMES:** Not later than three (3) calendar weeks from receipt of final electronic pages, regardless of number of volumes delivered at one time.

**MAILING INSTRUCTIONS:** **1.** The contractor will be required to mail approximately eight hundred sixty-five (865) sixteen-volume sets at the lowest available rate (unless otherwise instructed by the LCO) to various addresses. Self-adhesive address labels will be supplied by the LCO and must be affixed by the contractor. (Show **unit charge** for affixing address labels and preparing sets for mailing under **PREPARATION OF SIXTEEN-VOLUME SETS FOR MAILING**, in the **PROPOSER'S CHARGES** contained in **Attachment F** of this RFP. Show postage charges as separate item on invoice. (All such postage charges shall be supported by adequately documented evidence.) See **POSTAGE FOR SIXTEEN-VOLUME SETS**, in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP.)

**2.** The contractor will be required to mail approximately three hundred twelve (312) sixteen-volume sets by U.S. Mail Library Rate to various addresses. If there is a mailing rate lower than U.S. Mail Library Rate, then the lower rate service must be used for such mailing unless otherwise instructed by the LCO. Self-adhesive address labels will be supplied by the LCO and must be affixed by the Contractor. (Show **unit charge** for affixing address labels and preparing sets for mailing under **PREPARATION OF SIXTEEN-VOLUME SETS FOR MAILING**, in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP. Show postage charges as separate item on invoice. (All such postage charges shall be supported by adequately documented evidence.) See **POSTAGE FOR SIXTEEN-VOLUME SETS**, in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP.)

**DELIVERY INSTRUCTIONS:** The following is a list of the local delivery points. **NOTE: The contractor must arrange for inside delivery at all local delivery points. Deliveries must be made by small van-type vehicles since none of these points can or will accept direct delivery from a trailer or other large vehicle. Delivery must be made by a local delivery company with a proven record of satisfactory delivery of prior General Statutes and/or Public and Special Acts publications. The local delivery company must provide an adequate crew for inside delivery.** (Include all line-haul and local delivery, including inside delivery, charges in per page prices in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP.)

**1. Sixteen-volume sets:** The following is the tentative delivery list which the proposer must provide for in his proposed charges:

**450 sets (Inside delivery)** to Legislative Management, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. Delivery arrangements must be made with Debra Maselek, Tel. No. 860.240.0102, or Kyle Rhude, Tel. No. 860.240.0149;

**55 sets (Inside delivery)** to Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. Delivery arrangements must be made with Anthony A. J. Trouern-Trend or Arthur S. Donovan, Tel. No. 860.240.8410;

**32 sets (Inside delivery)** to the State Library, 231 Capitol Avenue – Room L-102), Hartford, CT 06106. Delivery arrangements must be made with Donald Wynne, Tel. No. 860.757.6519;

**1,450 sets (Inside delivery)** to the Commission on Official Legal Publications (COLP), 111 Phoenix Avenue, Enfield, CT 06086. Delivery arrangements must be made with Enid Redfern, Tel. No. 860.741.3027;

**190 sets (Inside delivery)** to the Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. Delivery arrangements must be made with Susan Slavin, Tel. No. 860.808.5007, or Ann Hayman, Tel. No. 860.808.5083;

**90 sets (Inside delivery)** to the Office of the Attorney General, 110 Sherman Street, Hartford, CT 06105. Delivery arrangements must be made with Diana Viera, Tel. No. 860.808.5487, or Ann Hayman, Tel. No. 860.808.5083;

**81 sets (Inside delivery)** to the Department of Higher Education, 61 Woodland Street (3<sup>rd</sup> Floor) Hartford, CT 06105. Delivery arrangements must be made with Lisa Negro, Tel. No. 860.947.1801;

**65 sets (Inside delivery)** to The University of Connecticut School of Law, 39 Elizabeth Street, Hartford, CT 06105. Delivery arrangements must be made with Paul Seeman, Tel. No. 860.570.5016;

**68 sets (Inside delivery)** to the Office of the Chief State's Attorney, Division of Criminal Justice, 300 Corporate Place, Rocky Hill, CT 06067. Delivery arrangements must be made with Catherine Trentini, Tel. No. 860.258.5820;

**202 sets (Inside delivery)** to the Department of Public Safety, Building #4, 294 Colony Street, Meriden, CT 06451. Delivery arrangements must be made with Joel Lyding, Quartermaster, Tel. No. 203.238.6041;

**375 sets** for The Connecticut Law Book Company, *to be held at the dock of the local delivery company for collection by The Connecticut Law Book Company*. Pick-up arrangements must be made with Eugene O'Leary, Tel. Nos. 203.458.8000 or 203.458.3637;

**290 sets (Inside delivery)** to The Atlantic Law Book Company, (storage facility), c/o Muir Litho Company, 124 Francis Avenue, Newington, CT 06111. Delivery arrangements must be made with Richard Epstein or Joyce Commins, Tel. No. 860.231.9300;



**1,575 sets approximately plus up to 25 overrun sets (Inside delivery)** to the Office of the Secretary of the State, 30 Trinity Street, Hartford, CT 06106. Delivery arrangements must be made with Robert Mitchell, Tel. No. 860.509.6164, or Blanche Tucker, Tel. No. 860.509.6166.

**2. Individual volumes:** The contractor will be required to deliver (**Inside delivery**) labeled bulk cartons containing various quantities of various volumes, including the 3-hole punched volumes, to the following agencies:

Legislative Commissioners' Office – 175 books (pack 5 copies of each volume per carton);

Department of Revenue Services – 295 3-hole punched books;

Commission on Official Legal Publications (COLP) – 15 books;

Office of the Secretary of the State – 2,830 books.

**Note: None of the bulk cartons may weight more than 35 lbs.**

**Final delivery instructions for sets and individual volumes will be supplied by the LCO on or before December 31, 2006.**

**PRICES:** The prices quoted in the **PROPOSER'S CHARGES** contained in **Attachment H** of this RFP shall include all surface transportation charges f.o.b. the State of Connecticut in Hartford County, and the cost of delivering the "advance copies" provided for in this **Schedule A** shall be included in the total price per page and not shown or invoiced as a separate charge. If the state requires delivery of any sets or individual volumes by air mail or air freight, then the state shall pay the difference between the charges thus incurred and the cost of surface transportation.

**PROPOSERS ARE CAUTIONED THAT THEY MUST COMPLETE PROPOSER'S CHARGES**

**CONTAINED IN ATTACHMENT H!**

**SCHEDULE B**

**DETAILED PRINTING AND OTHER SPECIFICATIONS -- 2008 SUPPLEMENT**

**PRINTING:** Three (3) Volumes 2008 Supplement to the 2007 General Statutes, revised to January 1, 2008.

**TRIM SIZE:** 6" x 9".

**NUMBER OF PAGES:** The following is an **estimate** of the anticipated page counts for each volume:

Volume 1	Estimated	1,000
Volume 2	Estimated	1,000
Volume 3	Estimated	1,000

Total estimated number of pages = 3,000

**STOCK:** Paper for body pages must meet the following specifications: (1) Basis weight – 40#, 45# or 50#; (2) Acid free; (3) Finish – smooth as possible to keep bulking of books to a minimum, such as English or Machine; (4) Bulking – 740 ppi or better (consistent caliper); (5) Color – bright white; (6) Opacity – 91 or better; and (7) Brightness – 87 or better. **Paper used must meet or exceed the American National Standards Institute standards for permanent paper.** (Include all charges for stock in the per page price in the **PROPOSER’S CHARGES** contained in **Attachment I** of this RFP.)

**The Proposer must identify the manufacturer and name of the paper he will use and supply samples and specifications with his Proposal, or when requested to do so by the state. Note: Ground wood paper, whether or not acid free, will not be accepted.**

**Note: The paper used for the printing of the 2008 Supplement must match in all respects the paper used for the printing of the 2007 General Statutes.**

**COVERS:** Ecological Fibers Rainbow 17 pt., Royal Kidskin finish (no substitutes) – “Yale Blue” or similar. Same color and finish as was used for the 2006 Supplement. The covers shall be hinge scored in the same manner as the 2006 Supplement (Include all charges for cover material and hinge scoring in per page price in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP.)

**ILLUSTRATIONS:** Since the state will be supplying all pages, including spines and covers, as electronic pages, the contractor will not be responsible for any illustrations.

**ELECTRONIC PAGES:** All pages for the three (3) volumes will be delivered by the state as electronic pages. The state will provide matching hard copy of all electronic pages to enable the contractor to compare same with his production plates or film, for quality assurance purposes.

All electronic pages delivered to the contractor by the state will, when printed, have a print area of 30 x 49.5 picas per page.

**DELIVERY OF ELECTRONIC PAGES:** The electronic pages will be delivered to the contractor in complete volumes (including spines and covers) but not necessarily in volume-number sequence.

It is expected that delivery of the electronic pages to the contractor will take place **between January 3, 2008, and January 10, 2008**, with delivery to the state of the printed and bound sets **two (2) calendar weeks** later.

**PRESSWORK: Inside:** Black ink with a **2 pica top margin** and a **2.5 pica outside or thumb margin**, after trimming.

**COMPOSITION:** The Contractor will not be required to set display type for spines and covers or for carton labels (see **SPINES AND COVERS**, and **CARTON LABEL**, below).

**SPINES AND COVERS:** Stamped, bright **silver-colored foil**, *in contrast to the 2007 General Statutes which must be stamped with gold-colored foil*. The state will deliver all spines and covers as electronic pages. (Include all charges for dies and foil for all volumes in per page price in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP.)

**CARTON LABEL:** The contractor will be required to reproduce the necessary number of copies of the carton label described below. The state will deliver the label as an electronic page:

The label to be printed on or affixed by the contractor to each carton containing a three-volume set (see **PACKING**, below). (Include charges for this item in per page price in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP);

**ADDRESS LABELS:** The LCO will supply self-adhesive address labels (See **MAILING INSTRUCTIONS**, below).

**PROOFS OF SPINES, COVERS AND CARTON LABEL:** One (1) set of proofs of the spines, covers and carton label printed from the electronic pages supplied by the state to be delivered not later than **one (1) calendar week** after receipt of the electronic pages to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. (Phone No. 860.240.8410, FAX No. 860.240.8414.) (Include all charges for preparing and delivering proofs in per page price in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP.)

**NOTE:** All proofs must be single page. Composite proofs requiring that variable copy be superimposed over fixed copy will not be accepted.

**PROOFS OF PRINTED VOLUMES:** One (1) set of proofs of each complete volume printed from the electronic pages supplied by the state to be delivered to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, as soon as it has been printed, to be sent by fastest route. (Include all charges for preparing and delivering proofs in per page price in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP.)

**BINDING:** Perfect binding. (The proposer must supply a sample of his perfect binding with his proposal.)

**PRINT RUN (SETS):** Five thousand two hundred (5,200) three-volume sets.

**OVERRUN / UNDERRUN:** The state will accept an overrun of up to twenty-five (25) three-volume sets. **There is to be no underrun unless authorized by the state.**

**ADVANCE COPIES:** Two (2) copies of each complete perfect bound volume to be delivered to Anthony A. J. Trouern-Trend, Supervisor of Statute Revision, or Arthur S. Donovan, Assistant Supervisor of Statute Revision, Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, as soon as each volume is printed, to be sent by fastest route. (Include all shipping charges for this item in per page price in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP.)

**PACKING OF SETS:** Pack in three-volume sets in labeled (See **CARTON LABEL**, above), corrugated, sealed and taped cartons **suitable for mailing**. (Include all charges for labeling and packing in per page price in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP).

**NOTE:** The contractor shall be responsible at his own expense for correcting any mis-packed set which does not contain one (1) copy of each volume. Such correction shall include, but shall not be limited to, the contractor dealing directly with each purchaser or user of a deficient set of the 2008 Supplement, and delivering to such purchaser or user such volume or volumes as may be needed to correct such mis-packing.

**DELIVERY OF SETS:** Not later than two (2) calendar weeks from receipt of final electronic pages, regardless of number of volumes delivered at one time.

**MAILING INSTRUCTIONS:** 1. The contractor will be required to mail approximately eight hundred sixty-five (865) three-volume sets at the lowest available rate (unless otherwise instructed by the LCO) to various addresses. Self-adhesive address labels will be supplied by the LCO and must be affixed by the contractor. (Show **unit charge** for affixing address labels and preparing sets for mailing under **PREPARATION OF THREE-VOLUME SETS FOR MAILING**, in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP. Show postage charges as separate item on invoice. (All such postage charges shall be supported by adequately documented evidence.) See **POSTAGE**, in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP.)

2. The contractor will be required to mail approximately three hundred twelve (312) three-volume sets by U.S. Mail Library Rate to various addresses. If there is a mailing rate lower than U.S. Mail Library Rate, then the lower rate service must be used for such mailing unless otherwise instructed by the LCO. Self-adhesive address labels will be supplied by the LCO and must be affixed by the Contractor. (Show **unit charge** for affixing address labels and preparing sets for mailing under **PREPARATION OF THREE-VOLUME SETS FOR MAILING**, in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP. Show postage charges as separate item on invoice. (All such postage charges shall be supported by adequately documented evidence.) See **POSTAGE**, in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP.)

**DELIVERY INSTRUCTIONS:** The following is a list of the local delivery points. **NOTE: The contractor must arrange for inside delivery at all local delivery points. Deliveries must be made by small van-type vehicles since none of these points can or will accept direct delivery from a trailer or other large vehicle. Delivery must be made by a local delivery company with a proven record of satisfactory delivery of prior General Statutes and/or Public and Special Acts publications. The local delivery company must provide an adequate crew for inside delivery.** (Include all line-haul and local delivery, including inside delivery, charges in per page prices in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP.)

**Three-volume sets:** The following is the tentative delivery list which the proposer must provide for in his proposed charges:

**450 sets (Inside delivery)** to Legislative Management, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. Delivery arrangements must be made with Debra Maselek, Tel. No. 860.240.0102, or Kyle Rhude, Tel. No. 860.240.1049;

**55 sets (Inside delivery)** to Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591. Delivery arrangements must be made with Anthony A. J. Trouern-Trend or Arthur S. Donovan, Tel. No. 860.240.8410;

**32 sets (Inside delivery)** to the State Library, 231 Capitol Avenue – Room L-102), Hartford, CT 06106. Delivery arrangements must be made with Donald Wynne, Tel. No. 860.757.6519;

**1,450 sets (Inside delivery)** to the Commission on Official Legal Publications (COLP), 111 Phoenix Avenue, Enfield, CT 06082. Delivery arrangements must be made with Enid Redfern, Tel. No. 860.741.3027;

**190 sets (Inside delivery)** to the Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. Delivery arrangements must be made with Susan Slavin, Tel. No. 860.808.5007, or Ann Hayman, Tel. No. 860.808.5083;

**90 sets (Inside delivery)** to the Office of the Attorney General, 110 Sherman Street, Hartford, CT 06105. Delivery arrangements must be made with Diana Viera, Tel. No. 860.808.5478, or Ann Hayman, Tel. No. 860.808.5083;

**81 sets (Inside delivery)** to the Department of Higher Education, 61 Woodland Street (3<sup>rd</sup> Floor) Hartford, CT 06105. Delivery arrangements must be made with Lisa Negro, Tel. No. 860.947.1801;

**65 sets (Inside delivery)** to The University of Connecticut School of Law, 39 Elizabeth Street, Hartford, CT 06105. Delivery arrangements must be made with Paul Seeman, Tel. No. 860.570.5016;

**68 sets (Inside delivery)** to the Office of the Chief State's Attorney, Division of Criminal Justice, 300 Corporate Place, Rocky Hill, CT 06067. Delivery arrangements must be made with Catherine Trentini, Tel. No. 860.258.5820;

**202 sets (Inside delivery)** to the Department of Public Safety, Building #4, 294 Colony Street, Meriden, CT 06451. Delivery arrangements must be made with Joel Lyding, Quartermaster, Tel. No. 203.238.6041;

**(0 sets** For The Connecticut Law Book Company);

**(0 sets** For The Atlantic Law Book Company);

**1,340 sets approximately, plus up to 25 overrun sets (Inside delivery)** to the Office of the Secretary of the State, 30 Trinity Street, Hartford, CT 06106. Delivery arrangements must be made with Robert Mitchell, Tel. No. 860.509.6164, or Blanche Tucker, Tel. No. 860.509.6166.

**Final delivery instructions for the 2008 Supplement sets will be supplied by the LCO on or before January 15, 2008.**

**PRICES:** The prices quoted in the **PROPOSER'S CHARGES** contained in **Attachment I** of this RFP shall include all surface transportation charges f.o.b. the State of Connecticut in Hartford County, and the cost of delivering the "advance copies" provided for in this **Schedule B** shall be included in the total price per page and not shown or invoiced as a separate charge. If the state requires delivery of any sets by air mail or air freight, then the state shall pay the difference between the charges thus incurred and the cost of surface transportation.

**PROPOSERS ARE CAUTIONED THAT THEY MUST COMPLETE PROPOSER'S CHARGES**

**CONTAINED IN ATTACHMENT I!**



**ATTACHMENT A**

**The Connecticut General Assembly**

Joint Committee on Legislative Management

Legislative Office Building : Rm 5100

Hartford, CT 06106

(860) 240 – 0100

FAX: (860) 240 – 0122

**SAMPLE CORPORATE RESOLUTION AND PROOF OF AUTHORIZATION FORM**

**Title:** 2007 – 2008 CT General Statutes and Supplement Printing \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Evaluation Contact:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**SAMPLE CORPORATE RESOLUTION**

CERTIFICATION OF AUTHORITY

(DATE)

At a meeting of the Directors of (insert company name) duly called and held at (insert location of meeting) (*location of meeting*) on \_\_\_\_\_ (*day of meeting*) day of \_\_\_\_\_ (*date of meeting*), at which a quorum was present and acting, it was VOTED that

\_\_\_\_\_ (*name of authorized signer*), the

\_\_\_\_\_ (*title of authorized signer*) of the Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver in behalf of this Corporation a contract for \_\_\_\_\_ (*description of project or services*) with the Connecticut General Assembly, Joint Committee on Legislative Management in connection with said contract.

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

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

Attest: \_\_\_\_\_ (*Signature of Clerk*)  
(*Affix Corporate Seal Here*) (*Printed Name of Clerk*)  
Date: (*Date of meeting*) Clerk

### **SAMPLE PROOF OF AUTHORIZATION**

#### PROOF OF AUTHORIZATION

(*LOCATION*)

(*DATE*)

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

Attest:  
(*Affix Corporate Seal Here*)

Date: (*Date of notary signature*) \_\_\_\_\_ (*Signature of Notary*)  
(*Printed Name of Notary*)  
Notary Public, (*State of Commission*)  
Commission Expires: (*Date commission expires*)



**ATTACHMENT B**



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

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**CERTIFICATION FORM**

**Title: 2007 – 2008 CT General Statutes and Supplement Printing**

**Date:**

**Vendor Name:**

**Page:** 1 of 1

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**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:

1. 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;
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the proposer on a prior basis directly or indirectly to any other organization or to any competitor;
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
4. The proposer has no knowledge of the specific proposal contents prior to actual receipt of the Proposal;
5. The proposer certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the state if it is determined that gratuities in excess of those allowed under Chapter 10 of the Connecticut General Statutes (Code of Ethics for Public Officials) were either offered to or received by any of the aforementioned officials or employees from the contractor's agent or the contractor's employee(s).

The proposer agrees to furnish these services and/or commodities to the Connecticut General Assembly as listed in the Request for Proposal at the prices indicated in **Attachments H and I**.

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

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

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

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

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

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

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

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



**INSURANCE CERTIFICATE  
ATTACHMENT C**

Title: 2007 – 2008 CT General Statutes  
and Supplement Printing

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

**Please Note:** An insurance certificate is not required to be submitted with the proposal but is required upon contract award.

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

- (a) All statutory insurance, i.e. worker's compensation and unemployment insurance.
- (b) Bodily injury, occupational sickness or disease, or death of his employees; bodily injury, sickness or disease, or death of any person other than his employees and claims insured by usual personal injury liability coverage.
- (c) Damage because of injury to, disappearance, or destruction of tangible property, including the loss of use resulting therefrom.

2. The Comprehensive General Liability Limits Shall Be:

Bodily Injury:	\$500,000 each person, \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

3. Automobile and/or truck use on the premises for deliveries, etc., shall require Comprehensive Automobile Insurance with coverage not less than:

Bodily Injury:	\$500,000 each person, \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

4. The insurance certificate shall indicate that the contractor name the Joint Committee on Legislative management as an additional insured and shall defend and save harmless the Joint Committee on Legislative Management from actions, suits, or other legal proceedings that may be instituted on such claims or demands.

5. The insurance certificate shall also indicate that policies may not be canceled without at least 15 days prior notice to the Joint Committee on Legislative Management.

6. The successful vendor shall deliver to the Joint Committee on Legislative Management all required certificates of insurance upon award of the contract.



**PRINCIPAL REPORT FORM**

**ATTACHMENT D**

Title: 2007 – 2008 CT General Statutes and Supplement  
Printing

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

Office of Legislative Management  
State Contractor Principals Collection Form (Rev. 7/2006)

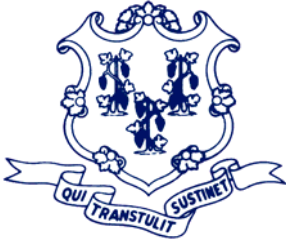
Principal Key	Designation	Total Number of Pages Submitted	<input type="text"/>
Owner/Shareholder	O		
Member/Board of Director	B		
President	P		
Chief Executive Officer	CEO		
Treasurer	T		
Exec./Senior Vice Pres.	V	<b>Contact Information (regarding content of form)</b>	
Employee	E	Name:	<input type="text"/>
Spouse	S	Email Address:	<input type="text"/>
Dependent Child	C	Telephone Number:	<input type="text"/>

Contractor Name	<input type="text"/>
Alternate Name 1	<input type="text"/>
Alternate Name 2	<input type="text"/>
Alternate Name 3	<input type="text"/>

Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any

PRINCIPAL REPORT FORM – ATTACHMENT D

Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any



**GIFT CERTIFICATION**

**ATTACHMENT E**

Title: 2007 – 2008 CT General Statutes and Supplement Printing

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

*Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252 as discussed in 5.1.1(f) of this RFP .*

I, \_\_\_\_\_ (Type/Print Name of Official authorized to execute the contract) am authorized to execute the attached contract on behalf of the \_\_\_\_\_ (Name of Organization), the “Contractor”. I hereby certify that between June 15, 2006 through the contract execution date that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the RFP for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
<i>(List Information Here)</i>				

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee. Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Title of Official Authorized to execute the contract]

\_\_\_\_\_  
[Name of Firm Authorized to execute the contract]

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

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



**CAMPAIGN CONTRIBUTION  
CERTIFICATION**

**ATTACHMENT F**

Title: 2007 – 2008 CT General Statutes and  
Supplement Printing

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

*Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a fiscal year pursuant Conn. Gen. Stat. § 4-250 and Conn. Gen. Stat. § 9-333n and as discussed in 5.1.2 of this RFP .*

I, \_\_\_\_\_ (Type/Print Name of Official authorized to execute the contract), certify that no principal of \_\_\_\_\_ (Type/Print Name of organization) will make or solicit a contribution, on or after December 31, 2006, in violation of the provisions of Conn. Gen. Stat. Section 9-333n, and acknowledge that if any such contribution is made or solicited, on or after December 31, 2006, \_\_\_\_\_ (Type/Print Name of organization) shall be disqualified from being awarded the contract described in the request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Title of Official Authorized to execute the contract]

\_\_\_\_\_  
[Name of Firm Authorized to execute the contract]

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

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



**ATTACHMENT G**  
**ANNUAL CONTRACT**  
**CERTIFICATION**

Title: 2007 – 2008 CT  
General Statutes and  
Supplement Printing

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

*Annual contract certification to update the preceding gift/campaign contribution certifications for State Contracts with a value of \$50,000 or more in a calendar or fiscal year pursuant to Conn. Gen. Stat. § 4-250 and 4-252 and Conn. Gen. Stat. §9-333n respectively.*

I \_\_\_\_\_ (Type/Print Name of Official authorized to execute the contract), certify that no principal of \_\_\_\_\_ (Type/Print Name of organization), the “contractor”, has made or solicited a contribution, as of \_\_\_\_\_ (Date of previously signed certification), the date of the previously signed certification, in violation of the provisions of Conn. Gen. Stat. Section 9-333n. I acknowledge that if any such contribution was made or solicited that the State Agency or Quasi-public Agency may void the existing contract with \_\_\_\_\_ (Type/Print Name of organization), and no State Agency or Quasi-public Agency shall award \_\_\_\_\_ (Type/Print Name of organization) a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

I also certify that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as of \_\_\_\_\_ (Date of previously signed certification), the date of the previously signed certification, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the RFP for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract.

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of the Contractor, nor any agent of the above, to provide a gift to any such public official or state employee. Further, the Contractor made its proposal without fraud or collusion with any person.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

ATTACHMENT H

**PROPOSER'S CHARGES FOR  
PRINTING, BINDING, SHIPPING AND DELIVERING**

**THE OFFICIAL GENERAL STATUTES OF CONNECTICUT,  
REVISED TO JANUARY 1, 2007,**

**AS REQUIRED BY THIS  
REQUEST FOR PROPOSALS**

**PRINTING, BINDING, SHIPPING AND DELIVERING** six thousand one hundred (6,100) sixteen-volume sets of the *official* General Statutes of Connecticut, revised to January 1, 2007, as required by the detailed specifications contained in **Schedule A** of this RFP.

**PRICE PER PAGE:** \$ \_\_\_\_\_ (Must be completed by the proposer)

(Price to include all charges for labor, materials, stock, cover material, platemaking, manufacture of dies, spines and covers, including gold-colored foil stamping, perfect binding, including hinge scoring, packing in sixteen-volume sets, cartons, labeling of cartons, including all charges for manufacture of labels, shipping, including line-haul and local inside delivery, and shipping of advance copies. **DO NOT INCLUDE** in this price per page any charges for trimming, punching and shrink wrapping 295 copies of Volume 4, or any preparation for mailing charges, or postage – see below for these items.)

**BLANK PAGES:** The state will not pay for any blank pages which the contractor may insert at the end of any volume for production purposes except for the blank reverse side of printed right-hand pages, if any.

**OVERRUN SIXTEEN-VOLUME SETS AND INDIVIDUAL VOLUMES** of the *official* General Statutes of Connecticut, revised to January 1, 2007, as provided for in the detailed specifications contained in **Schedule A** of this RFP.

**PRICE PER PAGE:** \$ \_\_\_\_\_ (Must be completed by the proposer)

(Price to include all charges for labor, materials, stock, cover material, platemaking, manufacture of dies, spines and covers, including gold-colored foil stamping, perfect binding, including hinge scoring, packing in sixteen-volume sets or in bulk cartons, cartons, labeling of cartons, including all charges for manufacture of labels, shipping, including line-haul and local inside delivery. **DO NOT INCLUDE** in this price per page any charges for trimming, punching and shrink wrapping 295 copies of Volume 4, or any preparation for mailing charges, or postage – see below for these items.)

**BLANK PAGES:** See **BLANK PAGES** above.



**PREPARATION OF SIXTEEN-VOLUME SETS FOR MAILING:** Show charge per set for **preparing** sets for mailing, including the affixing of address labels. **DO NOT INCLUDE** postage.

**PRICE PER SET:** \$ \_\_\_\_\_ (Must be completed by the proposer)

**POSTAGE FOR SIXTEEN-VOLUME SETS:** Invoice must show postage per set and total postage. Invoice must also show postage per set and total postage charges for sets sent at U.S. Mail Library Rate. All such postage charges appearing on the invoice shall be supported by adequately documented evidence.

**TRIM, 3-HOLE PUNCH AND SHRINK WRAP 295 COPIES OF VOLUME 4:** Show total charge for preparing the two hundred ninety-five (295) copies, as provided for in the detailed specifications contained in **Schedule A** of this RFP.

**TOTAL PRICE:** \$ \_\_\_\_\_ (Must be completed by the proposer)

**DELIVERY:** **Inside delivery** is required for all sixteen-volume sets, and bulk cartons of individual volumes, including the two hundred ninety-five (295) 3-hole punched copies of Volume 4. **Charges for inside delivery must be included as required in the several prices requested in this Attachment H.**

**PROPOSERS ARE CAUTIONED THAT THEY SHOULD READ THIS**

**PROPOSER'S CHARGES ATTACHMENT H VERY CAREFULLY AND SUPPLY**

**ALL PRICING INFORMATION REQUESTED!**

**ATTACHMENT I**

**PROPOSER'S CHARGES FOR  
PRINTING, BINDING, SHIPPING AND DELIVERING THE**

**2008 SUPPLEMENT TO THE GENERAL STATUTES**

**AS REQUIRED BY THIS  
REQUEST FOR PROPOSALS**

**PRINTING, BINDING, SHIPPING AND DELIVERING** five thousand two hundred (5,200) three-volume sets of the 2008 Supplement to the 2007 General Statutes, revised to January 1, 2008, as required by the detailed specifications contained in **Schedule B** of this RFP.

**PRICE PER PAGE:** \$ \_\_\_\_\_ **(Must be completed by the proposer)**

(Price to include all charges for labor, materials, stock, cover material, platemaking, manufacture of dies, spines and covers, including silver-colored foil stamping, perfect binding, including hinge scoring, packing in three-volume sets, cartons, labeling of cartons, including all charges for manufacture of labels, shipping, including line-haul and local inside delivery, and shipping of advance copies. **DO NOT INCLUDE** in this price per page any preparation for mailing charges, or postage – see below for these items.)

**BLANK PAGES:** The state will not pay for any blank pages which the contractor may insert at the end of any volume for production purposes except for the blank reverse side of printed right-hand pages, if any.

**OVERRUN THREE-VOLUME SETS** of the 2008 Supplement to the 2007 General Statutes, revised to January 1, 2008, as provided for in the detailed specifications contained in **Schedule B** of this RFP.

**PRICE PER PAGE:** \$ \_\_\_\_\_ **(Must be completed by the proposer)**

(Price to include all charges for labor, materials, stock, cover material, platemaking, manufacture of dies, spines and covers, including silver-colored foil stamping, perfect binding, including hinge scoring, packing in three-volume sets, cartons, labeling of cartons, including all charges for manufacture of labels, shipping, including line-haul and local inside delivery. **DO NOT INCLUDE** in this price per page any preparation for mailing charges, or postage – see below for these items.)

**BLANK PAGES:** See **BLANK PAGES** above.

**PREPARATION OF THREE-VOLUME SETS FOR MAILING:** Show charge per set for **preparing** sets for mailing, including the affixing of address labels. **DO NOT INCLUDE** postage.

**PRICE PER SET: \$ \_\_\_\_\_**

**(Must be completed by the proposer)**

**POSTAGE FOR THREE-VOLUME SETS:** Invoice must show postage per set and total postage. Invoice must also show postage per set and total postage charges for sets sent at U.S. Mail Library Rate. All such postage charges appearing on the invoice shall be supported by adequately documented evidence.

**DELIVERY:** Inside delivery is required for all three-volume sets. **Charges for inside delivery must be included as required in the several prices requested in this Attachment I.**

**PROPOSERS ARE CAUTIONED THAT THEY SHOULD READ THIS**

**PROPOSER'S CHARGES ATTACHMENT I VERY CAREFULLY AND SUPPLY ALL**

**PRICING INFORMATION REQUESTED!**

# STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

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

**READ & COMPLETE CAREFULLY**

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
<b>NOTE:</b> IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE:    A. SALE OF COMMODITIES    B. MEDICAL SERVICES    C. ATTORNEY FEES    D. RENTAL OF PROPERTY <span style="float: right; font-size: small;">(REAL ESTATE &amp; EQUIPMENT)</span>			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE:</b> IF YOUR BUSINESS IS A <i>PARTNERSHIP</i> , YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
<b>NOTE:</b> IF YOUR BUSINESS IS A <i>CORPORATION</i> , IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS	STREET	CITY	STATE    ZIP CODE
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
<b>REMITTANCE INFORMATION:</b> INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS	STREET	CITY	STATE    ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:	
CELLULAR:		2 <sup>ND</sup> PAGER:	
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:	
2 <sup>ND</sup> FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A <i>STATE EMPLOYEE</i> , INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
<b>FOR PURCHASE ORDER DISTRIBUTION:</b> 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	
		<input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI	
<b>If EDI was selected, give us a person to contact in your company to set up EDI:</b>			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
<b>FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION:</b> 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	
		<input type="checkbox"/> USPS MAIL	

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							
or							
Employer identification number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							

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

### 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. person (including a U.S. resident alien).

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

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

### 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.

**U.S. person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 recipient 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 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

## 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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business 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" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; 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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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:** Writing "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 items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**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 or Archer MSA 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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.*

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

