

The Connecticut General Assembly

Joint Committee on Legislative Management

Donald E. Williams, Jr.
Senate President Pro Tempore

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

D'Ann Mazzocca, Ph.D.
Executive Director



James A. Amann
Speaker of the House

Christopher G. Donovan, *House Majority Leader*
Lawrence F. Cafero, Jr., *House Republican Leader*

June 16, 2008

TO: All Vendors of Record

FROM: Linda Voghel
Contract Services

RE: Responses to Vendor Questions and RFP Clarifications
Composition and HTML Versions of the *Official* General Statutes of
Connecticut, Revised to January 1, 2009 and January 1, 2011 and the 2010
and 2012 Supplements to the *Official* General Statutes of Connecticut

Contract No. JCLM08REG0102

The following Request for Proposal (RFP) clarifications are provided to those vendors who have received the Connecticut General Assembly's RFP for the Composition and HTML Versions of the *Official* General Statutes of Connecticut, Revised to January 1, 2009 and January 1, 2011 and the 2010 and 2012 Supplements to the *Official* General Statutes of Connecticut.

Please note that the deadline for receipt of all proposals is 12:00 p.m. (noon) **June 27, 2008** in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

QUESTIONS AND RESPONSES

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

Section two and four of the request for proposal includes a list of required elements that **shall be included** in all proposals. **Any proposal not including these elements is subject to disqualification.**

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

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

3. Please provide the name of the most recent vendor who held this contract.

The most recent contract for provision of these services was awarded to Port City Press, a division of Cadmus Communications.

4. Please provide the proposal pricing submitted by responders during the previous RFP process.

Proposal pricing submitted by all vendors responding to the previous RFP is included in the following attachments.

PORT CITY PRESS PRICING

ATTACHMENT F

PROPOSAL PRICING PAGE

2007 General Statutes, Electronic Page Composition
2007 General Statutes, Creation of Browseable HTML Version

Pricing proposed below shall include all charges for programming, testing, composition, labor and materials, and transportation or shipping.

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

Tables of Contents (estimated 170 pages):	<u>\$2.40</u> per page
Constitutional Documents and General Statutes (estimated 14,825 pages):	<u>\$2.15</u> per page
Reference Tables (estimated 860 pages):	<u>\$2.40</u> per page
Miscellaneous Pages (estimated 50 pages):	<u>\$2.40</u> per page
Preface (estimated 5 pages):	<u>\$2.40</u> per page
Spines and covers (total 32 pages):	<u>\$6.50</u> per page

(b) Adjustment of tables and forms: \$2.00 per page

(c) Author's alterations and corrections: \$1.70 per line

(d) Recomposition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$2.00 per page

(e) Non-automated type composition:

Input from state's manuscript:	<u>\$2.00</u> per line
Production of electronic pages:	<u>\$2.40</u> per page

(f) Preparation and delivery of browseable HTML version of the 2007 General Statutes: \$15,000.00

(g) Proposer's standard rates for any related services not covered above: \$49.50 per hour

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

PORT CITY PRESS PRICING

ATTACHMENT G

PROPOSAL PRICING PAGE

2008 Supplement, Electronic Page Composition
2008 Supplement, Creation of Browseable HTML Version

Pricing proposed below shall include all charges for programming, testing, composition, labor and materials, and transportation or shipping.

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

Tables of Contents (estimated 28 pages):	<u>\$2.40</u> per page
Selected sections from the General Statutes (estimated 2,500 pages):	<u>\$2.30</u> per page
Reference Tables (estimated 25 pages):	<u>\$2.40</u> per page
Miscellaneous Pages (estimated 20 pages):	<u>\$2.40</u> per page
Preface (estimated 5 pages):	<u>\$2.40</u> per page
Spines and covers (total 6 pages):	<u>\$6.50</u> per page

(b) Adjustment of tables and forms: \$2.00 per page

(c) Author's alterations and corrections: \$1.70 per line

(d) Recomposition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$2.00 per page

(e) Non-automated type composition:

Input from state's manuscript:	<u>\$2.00</u> per line
Production of electronic pages:	<u>\$2.40</u> per page

(f) Preparation and delivery of browseable HTML version of the 2008 Supplement \$ 3,250.00

(g) Proposer's standard rates for any related services not covered above: \$ 49.50 per hour

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

NEW YORK LEGAL PUBLISHING
CORPORATION PRICING
ATTACHMENT F

PROPOSAL PRICING PAGE
2007 General Statutes, Electronic Page Composition
2007 General Statutes, Creation of Browseable HTML Version

Pricing proposed below shall include all charges for programming, testing, composition, labor and materials, and transportation or shipping.

- (a) Composition of electronic pages from Word files of:
- | | |
|---|-------------------------|
| Tables of Contents (estimated 170 pages): | <u>\$ 2.95</u> per page |
| Constitutional Documents and General Statutes (estimated 14,825 pages): | <u>\$ 2.85</u> per page |
| Reference Tables (estimated 860 pages): | <u>\$ 2.95</u> per page |
| Miscellaneous Pages (estimated 50 pages): | <u>\$ 2.95</u> per page |
| Preface (estimated 5 pages): | <u>\$ 2.95</u> per page |
| Spines and covers (total 32 pages): | <u>\$ 2.95</u> per page |
- (b) Adjustment of tables and forms: \$ 2.95 per page
- (c) Author's alterations and corrections: \$ -0- per line
- (d) Recomposition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$ 2.95 per page
- (e) Non-automated type composition:
- | | |
|---------------------------------|-------------------------|
| Input from state's manuscript: | <u>\$ 2.00</u> per line |
| Production of electronic pages: | <u>\$ 2.95</u> per page |
- (f) Preparation and delivery of browseable HTML version of the 2007 General Statutes: \$3,500.00
- (g) Proposer's standard rates for any related services not covered above:
- \$60/Hr.**

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

NEW YORK LEGAL PUBLISHING
CORPORATION PRICING
ATTACHMENT F

PROPOSAL PRICING PAGE
2007 General Statutes, Electronic Page Composition
2007 General Statutes, Creation of Browseable HTML Version

Pricing proposed below shall include all charges for programming, testing, composition, labor and materials, and transportation or shipping.

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

Tables of Contents (estimated 170 pages):	<u>\$ 2.95</u> per page
Constitutional Documents and General Statutes (estimated 14,825 pages):	<u>\$ 2.85</u> per page
Reference Tables (estimated 860 pages):	<u>\$ 2.95</u> per page
Miscellaneous Pages (estimated 50 pages):	<u>\$ 2.95</u> per page
Preface (estimated 5 pages):	<u>\$ 2.95</u> per page
Spines and covers (total 32 pages):	<u>\$ 2.95</u> per page

(b) Adjustment of tables and forms: \$ 2.95 per page

(c) Author's alterations and corrections: \$ -0- per line

(d) Recomposition or re-running of pages
made necessary by adjustment of tables
and forms, author's alterations, corrections, etc.: \$ 2.95 per page

(e) Non-automated type composition:

Input from state's manuscript:	<u>\$ 2.00</u> per line
Production of electronic pages:	<u>\$ 2.95</u> per page

(f) Preparation and delivery of browseable
HTML version of the 2007 General Statutes: \$3,500.00

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

\$60/Hr.

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

LEXIS NEXIS PRICING

ATTACHMENT F

PROPOSAL PRICING PAGE
2007 General Statutes, Electronic Page Composition
2007 General Statutes, Creation of Browseable HTML Version

Pricing proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.

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

Tables of Contents (estimated 170 pages):	<u>\$ 3.72</u> per page
Constitutional Documents and General Statutes (estimated 14,825 pages):	<u>\$ 3.72</u> per page
Reference Tables (estimated 860 pages):	<u>\$ 3.72</u> per page
Miscellaneous Pages (estimated 50 pages):	<u>\$ 3.72</u> per page
Preface (estimated 5 pages):	<u>\$ 3.72</u> per page
Spines and covers (total 32 pages):	<u>\$ 25.30</u> per page

(b) Adjustment of tables and forms: \$ 17.86 per page

(c) Author's alterations and corrections: \$ 8.93 per line

(d) Recomposition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$ 1.49 per page

(e) Non-automated type composition:

Input from state's manuscript:	<u>\$ 8.93</u> per line
Production of electronic pages:	<u>\$ 3.72</u> per page

(f) Preparation and delivery of browseable HTML version of the 2007 General Statutes: \$ 24,500.00

(g) Proposer's standard rates for any related services not covered above: \$50.00/hour

N/A

Standard payment terms are net 45 days. Please indicate any early payment discount terms that would be applicable to this project: 0 % Discount,
N/A Days.

LEXIS NEXIS PRICING

ATTACHMENT G

PROPOSAL PRICING PAGE
2008 Supplement, Electronic Page Composition
2008 Supplement, Creation of Browseable HTML Version

Pricing proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.

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

Tables of Contents (estimated 28 pages):	<u>\$3.72</u> per page
Selected sections from the General Statutes (estimated 2,500 pages):	<u>\$ 3.72</u> per page
Reference Tables (estimated 25 pages):	<u>\$ 3.72</u> per page
Miscellaneous Pages (estimated 20 pages):	<u>\$ 3.72</u> per page
Preface (estimated 5 pages):	<u>\$ 3.72</u> per page
Spines and covers (total 6 pages):	<u>\$25.30</u> per page

(b) Adjustment of tables and forms: \$ 17.86 per page

(c) Author's alterations and corrections: \$ 8.93 per line

(d) Recomposition or re-running of pages made necessary by adjustment of tables and forms, author's alterations, corrections, etc.: \$ 1.49 per page

(e) Non-automated type composition:

Input from state's manuscript:	<u>\$8.93</u> per line
Production of electronic pages:	<u>\$ 3.72</u> per page

(f) Preparation and delivery of browseable HTML version of the 2008 Supplement \$ 9,500.00

(g) Proposer's standard rates for any related services not covered above: \$50.00/hour

Standard payment terms are net 45 days. Please indicate any early payment discount terms that would be applicable to this project: 0 % Discount,
N/A Days.

The Connecticut General Assembly

Joint Committee on Legislative Management

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Speaker of the House

Christopher G. Donovan, *House Majority Leader*
Lawrence F. Cafero, Jr., *House Republican Leader*

REQUEST FOR PROPOSAL

**COMPOSITION AND HTML VERSIONS OF
THE *OFFICIAL* GENERAL STATUTES OF CONNECTICUT, REVISED TO
JANUARY 1, 2009 AND JANUARY 1, 2011
AND
THE 2010 AND 2012 SUPPLEMENTS TO THE
OFFICIAL GENERAL STATUTES OF CONNECTICUT**

Contract #: JCLM08REG0102

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: June 27, 2008
TIME: 12:00 p.m. (Noon)

Issued May 16, 2008

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SCHEDULES

Schedule A "Technical Specifications" prepared by the Legislative Commissioners' Office

ATTACHMENTS

Attachment A Vendor Evaluation Form

Attachment B Corporate Resolution and Proof of Authorization Form

Attachment C Certification Form

Attachments D - G Proposal Pricing Pages

Attachment H Gift and Campaign Contribution Ban Acknowledgement Form

Attachment I Nondiscrimination Certification

Attachment J Insurance Certificate

Attachment K Vendor Profile Form

Attachment L 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 (LCO) is a nonpartisan office whose legal staff is responsible for drafting and reviewing bills, amendments and resolutions coming before the CGA. This office is also responsible for publishing the Public and Special Acts of each legislative 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) "CGA" - Connecticut General Assembly;
- (b) "Commission" - Commission on Human Rights and Opportunities;
- (c) "Contract" - Agreement signed by parties to formalize the acceptance by the state of an offer of a responder to furnish the services described herein at the stated prices in response to the request for proposals;
- (d) "JCLM" - Joint Committee on Legislative Management;
- (e) "LCO" - Legislative Commissioners' Office;
- (f) "OLM" - Office of Legislative Management;
- (g) "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;

- (h) “Responder” - Person, firm or corporation submitting a proposal in response to a request for proposals;
- (i) “RFP” - Request for proposal;
- (j) “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 Voghel
Office of Legislative Management
Legislative Office Building; Room 5100
Hartford, CT 06106-1591

Email: linda.voghel@cga.ct.gov

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

1.4 Portal Website

This request for proposal (rfp) is posted on the portal website which can be found at the following address:

http://www.das.state.ct.us/Purchase/Portal/Portal_Bids_Open.asp?F_Bid_Type=1&F_Unit=OLM.

PART 2 PROJECT SCOPE

2.1 Overview

The Joint Committee on Legislative Management, through the Office of Legislative Management, (JCLM) is soliciting proposals for the composition and HTML versions of the *official* General Statutes of Connecticut, revised to January 1, 2009, and the 2010 Supplement thereto; and the *official* General Statutes of Connecticut, revised to January 1, 2011, and the 2012 Supplement thereto.

2.2 Administrative Requirements

Responders must explain how their proposal will address the requirements of this RFP. The JCLM will place special emphasis during the evaluation on the responder’s proven ability to produce accurate electronic pages and a browseable HTML version of the General Statutes and General Statute Supplements for use on the CGA’s internal and external web sites in a timely, confidential and efficient manner. Proposals shall address the following administrative requirements.

2.2.1 Company Experience and References

The responder submitting a proposal to complete this project shall include the following in their proposal:

- (a) The responder's experience with providing similar services of a similar size and complexity to those described in this RFP;
- (b) Project references (minimum of three) including the following:
 - i. Name, title, address and telephone number of reference;
 - ii. Overview of the project;
 - iii. Length of the project;
 - iv. Total fees associated with the project.
- (c) Description, including:
 - i. Size of firm (number of employees);
 - ii. Resources;
 - iii. Years in business;
 - iv. Location.
- (d) Evidence that the responder's computer hardware and software, and other equipment, are capable of providing the required services as defined in Schedule A of this RFP.
- (e) A listing of the responder's personnel who would be directly involved in carrying out such services along with their qualifications.

2.2.2 Use of Subcontractors

Subcontractors must be acceptable to the CGA and be approved in writing by representatives of the JCLM prior to the subcontractor starting any work on provision of these services. The responder is required to assume responsibility for all services offered in its response. The responder shall be the sole point of contact with regards to all matters, including subcontractor performance.

The proposal must include :

- (a) A complete list of subcontractors to be used, including a brief description of the services to be provided by each subcontractor;
- (b) The subcontractor's experience with providing services similar to that described in this RFP;
- (c) Subcontractor references including the following:
 - i. Name, title, address and telephone number of reference;

- ii. Overview of the project;
- iii. Length of the project;
- iv. Total fees associated with the project.

(d) Description of the subcontracting company, including:

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

2.2.3 Compensation

The compensation for services shall be in accordance with the proposal submitted by the responder, except as negotiated and amended in writing by both the CGA and the responder. All proposals shall include a detailed listing illustrating the costs associated with each aspect of this project, along with any additional costs for which reimbursement will be sought. All these costs must also be reflected on the Proposal Pricing Pages included in Attachments D through G.

Any prompt payment discounts shall be itemized in the RFP. Other discounts will not be considered when determining which responder has the lowest proposed price. Discounts must be reflected in the base price in the RFP and on the Proposal Pricing Pages included in Attachments D through G.

Payments shall be made by the JCLM in arrears within (45) forty-five days of receipt of a properly prepared invoice.

2.3 Technical Requirements

Proposals shall address the following technical requirements:

2.3.1 General

Please refer to attached Schedule A, Technical Specifications, “Introduction and Summary of Services Required.”

2.3.2 Specific Work

Please refer to attached Schedule A, Technical Specifications, “Project Specifications and Deadlines” and “Composition Requirements.”

2.3.3 Submittals

All submittals in section two and four of this RFP shall be provided in the proposal. Proposals without these submittals may be disqualified.

2.3.4 Warranty

- (a) Responder shall guarantee all materials and workmanship provided under this Request for Proposal and the contract for a period of one (1) year from the date of final acceptance by owner. During this guarantee period, all defects developing through faulty equipment, materials or workmanship shall be corrected or replaced immediately by responder without expense to the CGA. Such repairs or replacements shall be made to the satisfaction of the designated representative of the CGA.

2.3.5 Examination of Documents and Work Site

- (a) Questions regarding any aspects of this RFP may be submitted by the date specified in section 6.3 of this RFP. Responses will be posted on the portal by the date specified in section 6.4 of this RFP.
- (b) Prior to submitting a proposal, each responder shall examine the RFP in total. Each responder shall fully inform himself prior to submitting the proposal as to the specific technical requirements as set forth in this RFP, and shall include in his proposal a sum to cover the cost of services necessary to perform the work as set forth in this RFP. No allowance will be made to a responder because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the responder has made such an examination.

PART 3 EVALUATION OF PROPOSALS

3.1 Mandatory Requirements

JCLM will review proposals submitted to determine if the mandatory administrative and technical submission requirements listed in section two have been addressed.

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

3.2 Presentation

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

3.3 Qualitative Elements

Once it is determined that the proposal meets the mandatory administrative and technical requirements, the following qualitative elements of the proposal will be evaluated based on the scoring methodology identified in section 3.4 (Attachment A). While pricing will

be a major factor in the awarding of this 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.

- (a) Responders understanding of the requirements.
- (b) Professional experience and references of the responder.
- (c) Professional experience and references of the personnel.
- (d) Quality of list of references from current clients for whom similar services have been provided.
- (e) Appropriateness of the proposed fee structure (cost estimates will be determined by using the page counts included in subsections (a) and (f) of Attachments D through G, Responder's Charges).

3.4 Scoring

Once it is determined that a proposal contains the mandatory administrative and technical submission requirements, the qualitative elements of the proposal will be scored on the Vendor Evaluation Form using a scale of outstanding, very good, fair and poor. (Attachment A)

3.5 Debriefing Procedure

JCLM contracting personnel will send letters indicating the proposal selected for contract award.

PART 4 PROPOSAL CONTENTS

Responders shall submit the following required documentation. The state reserves the right to disqualify any proposal which does not include the required documentation.

4.1 Administrative Documentation

The following administrative documentation shall be included with the proposal:

- (a) Proposals must be sent in a sealed envelope to the Office of Legislative Management, Room 5100; Legislative Office Building; Hartford, Connecticut 06106 to the attention of Linda Voghel;
- (b) Please note only written proposals will be accepted;
- (c) Copies: An original and three (3) copies of your proposal must be submitted.
- (d) The responder must indicate on the front of the envelope:

SEALED PROPOSAL: Composition and HTML Versions of the Connecticut General Statutes and Supplements, 2009 - 2012

DEADLINE FOR RECEIPT: June 27, 2008 at 12:00 p.m. (Noon)

- (e) Company experience and references: Evidence of company's experience, references, and a description of the firm;
- (f) Individual experience and knowledge: Provide list of personnel and discussion of experience and qualifications for personnel assigned to the project;
- (g) Subcontractor experience and knowledge: List of subcontractor to be used, if any, evidence of subcontractor's experience, references, and a description of the subcontracting firm;
- (h) Notarized Proof of Authorization: The responder must submit a form of a notarized proof of authorization. The responder has the option of satisfying this requirement by either submitting a corporate resolution or proof of authorization. The responder is not required to use the wording provided in the attachment but must ensure that all the information is included with the document meant to satisfy this requirement as indicated (Attachment B).
- (i) Certification Form. (Attachment C)
- (j) Proposal Pricing Pages. (Attachment D - G)
- (k) Vendor profile. (Attachment K)
- (l) W-9 form. (Attachment L)
- (m) Gift and Campaign Contribution Ban Acknowledgement Form (CCBA): The responder must complete and submit the Gift and Campaign Contribution Ban Acknowledgement Form pursuant to Public Act 07-1 and Conn. Gen. Stat. Sec. 4-252. The planning date which should be referenced in the affidavit is March 17, 2008. (Attachment H). Please refer to the following website for additional information: <http://www.cga.ct.gov/olm/bids2.asp>.

4.2 Documentation Subsequent to Contract Award

The following shall be provided subsequent to the contract award.

- (a) Insurance Certificate: Please see minimum required levels listed in Attachment J. The responder must name the JCLM as an additional insured;
- (b) Nondiscrimination Certification: Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, Attachment I is a form certification that the successful contractor must deliver executed at the time that it executes the

Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

PART 5 CONTRACTUAL PROVISIONS

5.1 Contract Conditions

5.1.1 Campaign Contribution Ban Acknowledgement (CCBA)

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

5.1.2 Gift

Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in section (c) and (d) of the Statute.

Accordingly, pursuant to the Statute, vendors are notified as follows:

- (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.
- (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. These certifications are listed in the RFP on Attachment H.
- (c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:
 - i. That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in

preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

- ii. That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
- iii. That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is March 17, 2008.

5.2 Formation of a Contract

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

5.2.1 Contract Creation

This section serves as a notification to contractor that:

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

(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 subsequent to the receipt of said proposal by the state.

5.2.2 Contract Execution

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

5.2.3 Term of Contract

The term of the contract shall be for a period of 4 years and extend from August 1, 2008 till March 31, 2012. The state reserves the right to extend or terminate the contract, if needed.

5.2.4 Modification

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

5.2.5 Transfer

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

5.2.6 Governing Law:

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

Notwithstanding any provision or language in this contract to the contrary, the state may terminate this contract whenever it determines that such determination is in the best interests of the state. Any such termination shall be effected by delivery to the contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the contractor's address furnished to the state for purposes of correspondence or by hand delivery. Upon receipt of such notice, the contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing his duties under this contract, whether

completed or in progress. All such documents, information, and materials shall become the property of the state. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the state, however, no compensation for lost profits shall be allowed.

5.3 Contract Breach

5.3.1 Failure to Perform

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

5.3.2 Rejection

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

5.3.3 Cancellation

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

5.4 Accounting Records

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

5.5 Work Product

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

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

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

5.6 Renewal of Contract

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

5.7 Contractor Guarantees

- (a) The contractor hereby agrees and guarantees to perform any contract awarded in accordance with the specifications, terms and conditions contained in this RFP.
- (b) The contractor shall indemnify, defend and hold harmless the state and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively, the "Acts") of the contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or the contract. The contractor shall use counsel reasonably acceptable to the state in carrying out its obligations under this section. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.
- (c) The contractor shall reimburse the state for any and all damages to the real or personal property of the state caused by the acts of the contractor or any contractor parties. The state shall give the contractor reasonable notice of any such claims.
- (d) The contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the state is alleged or is found to have contributed to the acts giving rise to the claims.
- (e) The contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient commercial general liability insurance to satisfy its obligations under this contract. The contractor shall name the State as an additional insured on the policy and shall provide a certificate of insurance or a copy of the policy to the State prior to the

effective date of the contract. The contractor shall not begin performance until the delivery of the policy to the CGA.

- (f) The rights provided in this section for the benefit of the state shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (g) This section shall survive the termination, cancellation or expiration of the contract, and shall not be limited by reason of any insurance coverage.

5.8 Freedom of Information

5.8.1 Freedom of Information Act

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

5.8.2 Proprietary Information

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

5.8.3 Administrative Authority

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

5.9 Human Rights and Opportunities

5.9.1 Required Compliance with Human Rights and Opportunities Regulations

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

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

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

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

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

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

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. 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 contractor and suppliers of materials on such public works project.

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

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

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

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

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

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

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

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

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

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

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

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

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

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

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

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

with or impede the effectuation of the purposes of this section and Sections 4a-60, 4a-60a, 4a-60g, 4a-62 and 46a-68b to 46a-68k, inclusive, of the Connecticut General Statutes.

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

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

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

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

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

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

5.9.9 Labor Reporting:

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

5.10 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 May 16, 2008.

6.2 Deadline for Questions

All questions must be submitted in writing by 5:00 p.m. June 6, 2008. These submissions must be addressed to the attention of Linda Voghel at the Office of Legislative Management; Legislative Office Building; Room 5100, Hartford, CT 06106-1591; linda.voghel@cga.ct.gov.

6.3 Amendments to Request for Proposal

All amendments to the RFP and response to written questions will be published no later than 5:00 p.m. on June 16, 2008.

6.4 Proposal Delivery

All sealed proposals must be delivered by 12:00 p.m. (noon) on June 27, 2008 to the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut.

6.5 Presentations

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

6.6 Contract Award and Process

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

PART 7 RESERVED RIGHTS

7.1 Rights

7.1.1 Amendment or withdrawal of proposal

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

7.1.2 Refusal of Proposal

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

7.1.3 Public Inspection

All proposals are subject to public inspection upon award.

7.1.4 Advertising

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

7.2 Disqualification for submitting Proposals

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

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

(b) Before initiating such a proceeding or during the proceeding, the committee may suspend the person, firm or corporation from being considered for the awarding of such a contract for such contractual services, if the committee determines that there is probable cause for disqualification under section 7.2.1. No

such suspension shall exceed three months. The committee may suspend such a person, firm or corporation only by issuing a written decision setting forth the reasons for, and the period of, the suspension. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested.

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

- (1) Conviction or entry of a plea of guilty for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) Conviction or entry of a plea of guilty under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor(s);
- (3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;
- (4) Noncompliance with contract provisions, of a character regarded by the committee to be of such gravity as to indicate a lack of responsibility to perform as a state contractor(s), including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;
- (5) Recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor(s) or supplier; or
- (6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state contractor(s), including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts.

7.2.2 Reduction of Disqualification Period

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

- (a) Newly discovered material evidence
- (b) Reversal of the conviction upon which the disqualification was based;

- (c) Bona fide change in ownership or management;
- (d) Elimination of other causes for which the disqualification was imposed; or
- (e) Other reasons the committee deems appropriate.

7.2.3 Disqualification Exception

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

SCHEDULE A

COMPOSITION AND HTML VERSIONS

OF

**(1) THE *OFFICIAL* GENERAL STATUTES OF CONNECTICUT,
REVISED TO JANUARY 1, 2009,**

(2) THE 2010 SUPPLEMENT THERETO,

**(3) THE *OFFICIAL* GENERAL STATUTES OF CONNECTICUT,
REVISED TO JANUARY 1, 2011, AND**

(4) THE 2012 SUPPLEMENT THERETO

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. The LCO is also responsible for publishing the public and special acts of each session, codifying the public acts, revising the *official* General Statutes of Connecticut and publishing the same at the beginning of each odd-numbered year, and publishing a Supplement thereto at the beginning of each even-numbered year.

2009 General Statutes -- Summary of services required by the LCO during November/December 2008:

(a) Composition of the *official* General Statutes of Connecticut, revised to January 1, 2009, (hereinafter referred to as "the 2009 General Statutes") from the State's Word database of the General Statutes. The composition services shall include, but shall not be limited to, the preparation of approximately 16,128 electronic pages (PDF files with all fonts and images embedded) (hereinafter referred to as the "2009 General Statutes electronic pages" or, where the context permits, "electronic pages") of all data or material delivered by the State. The style and format of the 2009 General Statutes electronic pages shall be the same as the style and format of the *official* General Statutes of Connecticut, revised to January 1, 2007. The 2009 General Statutes electronic pages will be used by

the State's printer in the printing of the 2009 General Statutes. The State will require all the 2009 General Statutes electronic pages to be produced within the specific time periods set forth in "**II. PROJECT SPECIFICATIONS AND DEADLINES**", "**C. WORK TO BE PERFORMED BY THE CONTRACTOR**" which, in general, represents a period of **three (3) to four (4) calendar weeks**; and

(b) The preparation of a browseable HTML version of the 2009 General Statutes electronic pages for use on the General Assembly's internal and external web sites. The State will require such browseable HTML version of the 2009 General Statutes to be delivered within **six (6) calendar weeks** from acceptance of the 2009 General Statutes electronic pages by the State.

All services required hereunder shall be produced and delivered to the State as hereinafter provided.

2010 Supplement -- Summary of services required by the LCO during November/December 2009:

(a) Composition of the 2010 Supplement to the *official* General Statutes of Connecticut, revised to January 1, 2009, (hereinafter referred to as "the 2010 Supplement") from the State's Word database of the General Statutes. The composition services shall include, but shall not be limited to, the preparation of approximately 2,800 electronic pages (PDF files with all fonts and images embedded) (hereinafter referred to as the "2010 Supplement electronic pages" or, where the context permits, "electronic pages") of all data or material delivered by the State. The 2010 Supplement electronic pages will be used by the State's printer in the printing of the 2010 Supplement. The State will require all the 2010 Supplement electronic pages to be produced within the specific time periods set forth in "**II. PROJECT SPECIFICATIONS AND DEADLINES**", "**C. WORK TO BE PERFORMED BY THE CONTRACTOR**" which, in general, represents a period of **two (2) to three (3) calendar weeks**; and

(b) The preparation of a browseable HTML version of the 2010 Supplement electronic pages for use on the General Assembly's internal and external web sites. The State will require such browseable HTML version of the 2010 Supplement to be delivered within **three (3) calendar weeks** from acceptance of the 2010 Supplement electronic pages by the State.

All services required hereunder shall be produced and delivered to the State as hereinafter provided.

2011 General Statutes -- Summary of services required by the LCO during November/December 2010:

(a) Composition of the *official* General Statutes of Connecticut, revised to January 1, 2011, (hereinafter referred to as "the 2011 General Statutes") from the State's Word database of the General Statutes. The composition services shall include, but shall not be

limited to, the preparation of approximately 16,652 electronic pages (PDF files with all fonts and images embedded) (hereinafter referred to as the “2011 General Statutes electronic pages” or, where the context permits, “electronic pages”) of all data or material delivered by the State. The style and format of the 2011 General Statutes electronic pages shall be the same as the style and format of the *official* General Statutes of Connecticut, revised to January 1, 2007. The 2011 General Statutes electronic pages will be used by the State’s printer in the printing of the 2011 General Statutes. The State will require all the 2011 General Statutes electronic pages to be produced within the specific time periods set forth in “**II. PROJECT SPECIFICATIONS AND DEADLINES**”, “**C. WORK TO BE PERFORMED BY THE CONTRACTOR**” which, in general, represents a period of **three (3) to four (4) calendar weeks**; and

(b) The preparation of a browseable HTML version of the 2011 General Statutes electronic pages for use on the General Assembly's internal and external web sites. The State will require such browseable HTML version of the 2011 General Statutes to be delivered within **six (6) calendar weeks** from acceptance of the 2011 General Statutes electronic pages by the State.

All services required hereunder shall be produced and delivered to the State as hereinafter provided.

2012 Supplement -- Summary of services required by the LCO during November/December 2011:

(a) Composition of the 2012 Supplement to the *official* General Statutes of Connecticut, revised to January 1, 2011, (hereinafter referred to as “the 2012 Supplement”) from the State's Word database of the General Statutes. The composition services shall include, but shall not be limited to, the preparation of approximately 3,000 electronic pages (PDF files with all fonts and images embedded) (hereinafter referred to as the “2012 Supplement electronic pages” or, where the context permits, “electronic pages”) of all data or material delivered by the State. The 2012 Supplement electronic pages will be used by the State’s printer in the printing of the 2012 Supplement. The State will require all the 2012 Supplement electronic pages to be produced within the specific time periods set forth in “**II. PROJECT SPECIFICATIONS AND DEADLINES**”, “**C. WORK TO BE PERFORMED BY THE CONTRACTOR**” which, in general, represents a period of **two (2) to three (3) calendar weeks**; and

(b) The preparation of a browseable HTML version of the 2012 Supplement electronic pages for use on the General Assembly's internal and external web sites. The State will require such browseable HTML version of the 2012 Supplement to be delivered within **three (3) calendar weeks** from acceptance of the 2012 Supplement electronic pages by the State.

All services required hereunder shall be produced and delivered to the State as hereinafter provided.

Contact person: Should Responders have any questions concerning the specific Proposal specifications and requirements contained in this RFP, they should address such questions to Linda J. Voghel, Office of Legislative Management, Suite 5100, Legislative Office Building, Hartford, CT 06106-1591. (Tel. No. 860.240.0100, Fax No. 860.240.0122, or email Linda.Voghel@cga.ct.gov).

II. PROJECT SPECIFICATIONS AND DEADLINES

The Contract for the composition of the 2009 General Statutes electronic pages and preparation of the browseable HTML version of the 2009 General Statutes, the composition of the 2010 Supplement electronic pages and preparation of the browseable HTML version of the 2010 Supplement, the composition of the 2011 General Statutes electronic pages and preparation of the browseable HTML version of the 2011 General Statutes, and the composition of the 2012 Supplement electronic pages and preparation of the browseable HTML version of the 2012 Supplement will be from the date of award through March 31, 2012.

The specific production timetables for the composition of the 2009 General Statutes electronic pages, the 2010 Supplement electronic pages, the 2011 General Statutes electronic pages and the 2012 Supplement electronic pages will be determined from the actual delivery date of Word files and manuscript copy for each publication by the LCO to the Contractor.

Delivery by the LCO of the materials for the 2009 General Statutes is expected to occur between **November 3, 2008, and December 1, 2008.**

Delivery by the LCO of the materials for the 2010 Supplement is expected to occur between **December 2, 2009, and December 16, 2009.**

Delivery by the LCO of the materials for the 2011 General Statutes is expected to occur between **November 1, 2010, and November 29, 2010.**

Delivery by the LCO of the materials for the 2012 Supplement is expected to occur between **December 2, 2011, and December 16, 2011.**

The specific production timetables for the preparation of the HTML version of the 2009 General Statutes, the HTML version of the 2010 Supplement, the HTML version of the 2011 General Statutes and the HTML version of the 2012 Supplement will be determined from the date of acceptance by the State of the 2009 General Statutes electronic pages, the 2010 Supplement electronic pages, the 2011 General Statutes electronic pages and the 2012 Supplement electronic pages, as the case may be.

A. MATERIALS TO BE DELIVERED BY THE STATE:

In 2008 -- Composition and HTML version of the 2009 General Statutes:

The State shall deliver the following materials to the Contractor to enable it to compose the 2009 General Statutes electronic pages and to prepare the HTML version of said electronic pages pursuant to the Contract awarded pursuant to this RFP:

(1) Microsoft Word files (hereinafter referred to as “Word files”) containing representative samples of the General Statutes of Connecticut, revised to 2007, if requested to do so by the Contractor. These samples will include Tables of Contents, Constitutional Documents, General Statutes, Reference Tables, Miscellaneous Pages and the Preface, for software development purposes. **Note:** Responders may access examples of all material to be composed pursuant to this RFP on the General Assembly’s FTP site at ftp://ftp.cga.ct.gov/pub/statutes/2009_GS_2010_Supp_2011_GS_&_2012_Supp_RFP;

(2) One (1) set of the *official* General Statutes of Connecticut, revised to January 1, 2007, for style, format and appearance purposes, if requested to do so by the Contractor;

(3) Production Word files to be computer composed by the Contractor into electronic pages in accordance with the composition requirements set out in this RFP;

(4) Manuscript copy of any miscellaneous pages to be prepared and composed by the Contractor into electronic pages;

(5) Marked up proofs, printouts or manuscript copy of any tables or forms contained in the 2009 General Statutes that may need to be adjusted or reportioned by the Contractor; and

(6) Marked up proofs, printouts or manuscript copy of any author’s alterations and corrections that may be required by the State.

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

It is expected that the production Word files of the 2009 General Statutes will be delivered to the Contractor between **November 3, 2008, and December 1, 2008.**

In 2009 -- Composition and HTML version of the 2010 Supplement:

The State shall deliver the following materials to the Contractor to enable it to compose the 2010 Supplement electronic pages and to prepare the HTML version of said electronic pages pursuant to the Contract awarded pursuant to this RFP:

(1) Word files containing representative samples of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007, if requested to do so by the Contractor. These samples will include Tables of Contents, General Statutes, Reference Tables, Miscellaneous Pages and the Preface, for software development purposes. **Note:**

Responders may access examples of all material to be composed pursuant to this RFP on the General Assembly's FTP site at ftp://ftp.cga.ct.gov/pub/statutes/2009_GS_2010_Supp_2011_GS_2012_Supp_RFP;

(2) One (1) set of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007, for style, format and appearance purposes, if requested to do so by the Contractor;

(3) Production Word files to be computer composed by the Contractor into electronic pages in accordance with the composition requirements set out in this RFP;

(4) Manuscript copy of any miscellaneous pages to be prepared and composed by the Contractor into electronic pages;

(5) Marked up proofs, printouts or manuscript copy of any tables or forms contained in the 2010 Supplement that may need to be adjusted or reportioned by the Contractor; and

(6) Marked up proofs, printouts or manuscript copy of any author's alterations and corrections that may be required by the State.

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

It is expected that the production Word files of the 2010 Supplement will be delivered to the Contractor between **December 2, 2009, and December 16, 2009.**

Note: Since it will not be possible to determine where each Supplement volume will break until the main contents of all volumes have been composed, the State will not deliver the Word files of the spines, covers and Tables of Contents to the Contractor until such information becomes available.

In 2010 -- Composition and HTML version of the 2011 General Statutes:

The State shall deliver the following materials to the Contractor to enable it to compose the 2011 General Statutes electronic pages and to prepare the HTML version of said electronic pages pursuant to the Contract awarded pursuant to this RFP:

(1) Production Word files to be computer composed by the Contractor into electronic pages in accordance with the composition requirements set out in this RFP;

(2) Manuscript copy of any miscellaneous pages to be prepared and composed by the Contractor into electronic pages;

(3) Marked up proofs, printouts or manuscript copy of any tables or forms contained in the 2011 General Statutes that may need to be adjusted or reportioned by the Contractor; and

(4) Marked up proofs, printouts or manuscript copy of any author's alterations and corrections that may be required by the State.

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

It is expected that the production Word files of the 2011 General Statutes will be delivered to the Contractor between **November 1, 2010, and November 29, 2010.**

In 2011 -- Composition and HTML version of the 2012 Supplement:

The State shall deliver the following materials to the Contractor to enable it to compose the 2012 Supplement electronic pages and to prepare the HTML version of said electronic pages pursuant to the Contract awarded pursuant to this RFP:

(1) Production Word files to be computer composed by the Contractor into electronic pages in accordance with the composition requirements set out in this RFP;

(2) Manuscript copy of any miscellaneous pages to be prepared and composed by the Contractor into electronic pages;

(3) Marked up proofs, printouts or manuscript copy of any tables or forms contained in the 2012 Supplement that may need to be adjusted or reportioned by the Contractor; and

(4) Marked up proofs, printouts or manuscript copy of any author's alterations and corrections that may be required by the State.

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

It is expected that the production Word files of the 2012 Supplement will be delivered to the Contractor between **December 2, 2011, and December 16, 2011.**

Note: Since it will not be possible to determine where each Supplement volume will break until the main contents of all volumes have been composed, the State will not deliver the Word files of the spines, covers and Tables of Contents to the Contractor until such information becomes available.

B. SERVICES AND PRODUCTS REQUIRED BY THE STATE:

In 2008 -- Composition and HTML version of the 2009 General Statutes:

The State will require the Contractor to provide the following:

(a) Electronic pages of the 2009 General Statutes which will be divided into sixteen (16) volumes as follows:

Volume 1 (includes Preface, Table of Contents, Constitutional Documents and Titles 1 to 6, inclusive) -- estimated 1246 pages;

Volume 2 (includes Table of Contents and Titles 7 and 8) -- estimated 964 pages;

Volume 3 (includes Table of Contents and Titles 9 to 11, inclusive) -- estimated 1278 pages;

Volume 4 (includes Table of Contents and Titles 12 to 13b, inclusive) -- estimated 1310 pages;

Volume 5 (includes Table of Contents and Titles 14 to 16a, inclusive) -- estimated 990 pages;

Volume 6 (includes Table of Contents and Titles 17 to 19a, inclusive) -- estimated 1266 pages;

Volume 7 (includes Table of Contents and Titles 20 to 21a, inclusive) -- estimated 782 pages;

Volume 8 (includes Table of Contents and Titles 22 to 26, inclusive) -- estimated 1288 pages;

Volume 9 (includes Table of Contents and Titles 27 to 32, inclusive) -- estimated 1258 pages;

Volume 10 (includes Table of Contents and Titles 33 to 37, inclusive) -- estimated 1040 pages;

Volume 11 (includes Table of Contents and Titles 38 to 44, inclusive) -- estimated 1372 pages;

Volume 12 (includes Table of Contents and Titles 45 to 50a, inclusive) -- estimated 1144 pages;

Volume 13 (includes Table of Contents and Titles 51 to 55, inclusive) -- estimated 1268 pages;

Volume 14 (Index) -- (Index pages not part of this RFP) -- estimated 6 spine, cover and miscellaneous pages;

Volume 15 (Index) -- (Index pages not part of this RFP) -- estimated 4 spine, cover and miscellaneous pages; and

Volume 16 (Index (Index pages not part of this RFP) and Reference Tables) -- estimated 920 Reference Table, spine, cover and miscellaneous pages;

(b) Miscellaneous electronic pages for Volumes 1 to 16, inclusive, of the 2009 General Statutes, the number of which is included in the estimated page counts set forth in (a) above;

(c) Electronic pages of the spines and covers for Volumes 1 to 16, inclusive, of the 2009 General Statutes, the number of which is included in the estimated page counts set forth in (a) above; and

(d) A browseable HTML version of the 2009 General Statutes for use on the General Assembly's internal and external web sites.

See “C. WORK TO BE PERFORMED BY THE CONTRACTOR” for a detailed description of the various services and products required by the State in connection with the preparation of the 2009 General Statutes electronic pages and the browseable HTML version of the 2009 General Statutes.

In 2009 -- Composition and HTML version of the 2010 Supplement:

The State will require the Contractor to provide the following:

(a) Approximately two thousand eight hundred (2,800) electronic pages of the 2010 Supplement. These electronic pages will include spines, covers, Tables of Contents, Preface, General Statutes text pages, miscellaneous pages and Reference Tables, but no Index pages since the Index is not part of this RFP. The 2010 Supplement will be divided into three (3) substantially even page count volumes; and

(b) A browseable HTML version of the 2010 Supplement for use on the General Assembly's internal and external web sites.

See “C. WORK TO BE PERFORMED BY THE CONTRACTOR” for a detailed description of the various services and products required by the State in connection with the preparation of the 2010 Supplement electronic pages and the browseable HTML version of the 2010 Supplement.

In 2010 -- Composition and HTML version of the 2011 General Statutes:

The State will require the Contractor to provide the following:

(a) Electronic pages of the 2011 General Statutes which will be divided into sixteen (16) volumes as follows:

Volume 1 (includes Preface, Table of Contents, Constitutional Documents and Titles 1 to 6, inclusive) -- estimated 1298 pages;

Volume 2 (includes Table of Contents and Titles 7 and 8) -- estimated 984 pages;

Volume 3 (includes Table of Contents and Titles 9 to 11, inclusive) -- estimated 1330 pages;

Volume 4 (includes Table of Contents and Titles 12 to 13b, inclusive) -- estimated 1358 pages;

Volume 5 (includes Table of Contents and Titles 14 to 16a, inclusive) -- estimated 1030 pages;

Volume 6 (includes Table of Contents and Titles 17 to 19a, inclusive) -- estimated 1312 pages;

Volume 7 (includes Table of Contents and Titles 20 to 21a, inclusive) -- estimated 808 pages;

Volume 8 (includes Table of Contents and Titles 22 to 26, inclusive) -- estimated 1312 pages;

Volume 9 (includes Table of Contents and Titles 27 to 32, inclusive) -- estimated 1300 pages;

Volume 10 (includes Table of Contents and Titles 33 to 37, inclusive) -- estimated 1066 pages;

Volume 11 (includes Table of Contents and Titles 38 to 44, inclusive) -- estimated 1414 pages;

Volume 12 (includes Table of Contents and Titles 45 to 50a, inclusive) -- estimated 1172 pages;

Volume 13 (includes Table of Contents and Titles 51 to 55, inclusive) -- estimated 1308 pages;

Volume 14 (Index) -- (Index pages not part of this RFP) -- estimated 6 spine, cover and miscellaneous pages;

Volume 15 (Index) -- (Index pages not part of this RFP) -- estimated 4 spine, cover and miscellaneous pages; and

Volume 16 (Index (Index pages not part of this RFP) and Reference Tables) -- estimated 950 Reference Table, spine, cover and miscellaneous pages;

(b) Miscellaneous electronic pages for Volumes 1 to 16, inclusive, of the 2011 General Statutes, the number of which is included in the estimated page counts set forth in (a) above;

(c) Electronic pages of the spines and covers for Volumes 1 to 16, inclusive, of the 2011 General Statutes, the number of which is included in the estimated page counts set forth in (a) above; and

(d) A browseable HTML version of the 2011 General Statutes for use on the General Assembly's internal and external web sites.

See “C. WORK TO BE PERFORMED BY THE CONTRACTOR” for a detailed description of the various services and products required by the State in connection with the preparation of the 2011 General Statutes electronic pages and the browseable HTML version of the 2011 General Statutes.

In 2011 -- Composition and HTML version of the 2012 Supplement:

The State will require the Contractor to provide the following:

(a) Approximately three thousand (3,000) electronic pages of the 2012 Supplement. These electronic pages will include spines, covers, Tables of Contents, Preface, General Statutes text pages, miscellaneous pages and Reference Tables, but no Index pages since the Index is not part of this RFP. The 2012 Supplement will be divided into three (3) substantially even page count volumes; and

(b) A browseable HTML version of the 2012 Supplement for use on the General Assembly's internal and external web sites.

See “C. WORK TO BE PERFORMED BY THE CONTRACTOR” for a detailed description of the various services and products required by the State in connection with the preparation of the 2012 Supplement electronic pages and the browseable HTML version of the 2012 Supplement.

C. WORK TO BE PERFORMED BY THE CONTRACTOR:

In 2008 -- Composition and HTML version of the 2009 General Statutes:

The Contractor shall perform the following:

(a) All necessary software development, including the translation of the State's composition codes and formatting commands, required to compose the Word files of the 2009 General Statutes, delivered by the State, into electronic pages, as provided for in this RFP. The Contractor shall submit sample electronic pages to the State for approval, and shall not produce the final electronic pages until the sample pages have been approved in writing by the State;

(b) Prepare and deliver to the State electronic pages, in accordance with the composition requirements specified in this RFP, of the following elements of the 2009 General Statutes delivered to the Contractor by the State in the form of Word files or as manuscript copy:

(1) The Tables of Contents for Volumes 1 to 13, inclusive (estimated 170 pages);

(2) The Constitutional Documents, consisting of the United States Constitution and the Amendments thereto, the Constitution of the State of Connecticut and the Amendments thereto, and the Codified Constitution of the State of Connecticut Incorporating all Extant Amendments;

(3) Titles 1 to 55, inclusive, of the 2009 General Statutes (together with the Constitutional Documents above, estimated 14,955 pages);

(4) The Reference Tables published in Volume 16 (estimated 916 pages);

(5) The miscellaneous pages for Volumes 1 to 16, inclusive (estimated 50 pages);

(6) The Preface (estimated 5 pages);

(7) The spines and covers for Volumes 1 to 16, inclusive (total 32 pages).

The Contractor shall charge the State for preparing the 2009 General Statutes electronic pages in accordance with the applicable prices proposed in **Attachment D**;

(c) The preparation of electronic pages from manuscript copy supplied by the State of certain miscellaneous pages to be published in the 2009 General Statutes. The Contractor shall charge the State for preparing such electronic pages in accordance with the applicable prices proposed in **Attachment D**;

(d) Adjust and/or reportion, where necessary, the format or layout of certain tables or forms as required by the State. The Contractor shall charge the State for such adjustment and/or reportioning in accordance with the applicable prices proposed in **Attachment D**;

(e) Carry out all author's alterations and corrections which the State may require. The Contractor shall charge the State for carrying out such author's alterations and corrections in accordance with the applicable prices proposed in **Attachment D**;

(f) Deliver to the State, or as the State may direct, the electronic pages incorporating the adjusted and/or reportioned tables and forms, spines, covers, Tables of Contents, Reference Tables, author's alterations and corrections provided for under this RFP as follows:

(1) Electronic pages -- in not more than **seven (7) calendar days** from receipt of the State's production Word files or manuscript copy;

(2) Spines, covers, Tables of Contents and Reference Tables -- in not more than **seven (7) calendar days** from receipt of the State's production Word files or manuscript copy;

(3) Author's alterations and corrections -- in not more than **five (5) calendar days** from receipt of the State's marked up copy;

(g) Deliver to the State proof PDF files (with all fonts and images imbedded) of all electronic pages generated pursuant to this RFP. These proof electronic pages shall include trim lines and crop marks for proofing purposes. The State will print and proof the electronic pages in the LCO. The State may request that the trim lines and crop marks be removed prior to the composition of the final production electronic pages;

The State and the Contractor may establish mutually agreeable schedules for delivery to the State of batches of the electronic pages provided for under this RFP;

(h) Prepare and deliver to the State a browseable HTML version of Titles 1 to 55, inclusive, of the 2009 General Statutes, using the coded files prepared by the Contractor for the composition of the electronic pages of said Titles 1 to 55, inclusive, as follows:

(1) The Contractor shall: (A) Replicate the style, format and text colorization of the browseable HTML version of the General Statutes of Connecticut, revised to January 1, 2007, including the indentation of paragraphs, the insertion of a blank line before each new paragraph, etc.; (B) provide for no point size changes in the data when displayed; (C) ensure that the browseable HTML version of the 2009 General Statutes may be copied directly from CD-ROM or other media to the General Assembly's internal and external web sites without any file directory or HTML manipulation; and (D) ensure that the browseable HTML version of the 2009 General Statutes is compatible with Internet Explorer, Firefox, Safari and Opera. The browseable version of the General Statutes of Connecticut, revised to January 1, 2007, may be accessed at <http://www.cga.ct.gov/2007/pub/titles.htm>. Any variations in the actual style, format and text colorization, or in compatibility with specific browser software, shall be agreed upon by the Legislative Commissioners, or their designee, on behalf of the State, and the Contractor, and such agreement shall be reduced to writing prior to the commencement of the project;

(2) The Contractor shall deliver the browseable HTML version of the 2009 General Statutes not more than **six (6) calendar weeks** from acceptance of the electronic pages by the State;

(3) The Contractor shall charge the State for the browseable HTML version of the 2009 General Statutes in accordance with the applicable prices proposed in **Attachment D**.

All electronic pages and the browseable HTML version of the 2009 General Statutes provided for under this RFP shall be delivered to the Legislative Commissioners' Office, Room 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or to such other address as the State may designate. **The cost of transportation, including express air transportation, shall be included in the applicable prices proposed.**

In 2009 -- Composition and HTML version of the 2010 Supplement:

The Contractor shall perform the following:

(a) All necessary software development, including the translation of the State's composition codes and formatting commands, required to compose the Word files of the 2010 Supplement, delivered by the State, into electronic pages, as provided for in this RFP. The Contractor shall submit sample electronic pages to the State for approval, and shall not produce the final electronic pages until the sample pages have been approved in writing by the State;

(b) Assist the State in determining where each volume shall break so as to achieve, to the extent possible, three (3) even-sized volumes;

(c) Prepare and deliver to the State electronic pages, in accordance with the composition requirements specified in this RFP, of the following elements of the 2010 Supplement delivered to the Contractor by the State in the form of Word files or as manuscript copy:

(1) Tables of Contents for each volume (estimated 28 pages total);

(2) Selected sections from Titles 1 to 55, inclusive, of the General Statutes to be published in the 2010 Supplement (estimated 2,716 pages);

(3) Reference Tables published (estimated 25 pages);

(4) Miscellaneous pages, consisting of title pages, "Authority" page, "Cite as" pages, "Copyright" pages, "Effective Dates" pages, and various other divider pages (estimated 20 pages total);

(5) Preface (estimated 5 pages);

(6) Spines and covers for each volume (estimated 6 pages total).

The Contractor shall charge the State for preparing the 2010 Supplement electronic pages in accordance with the applicable prices proposed in **Attachment E**;

(d) The preparation of electronic pages from manuscript copy supplied by the State of certain miscellaneous pages to be published in the 2010 Supplement. The Contractor shall charge the State for preparing such electronic pages in accordance with the applicable prices proposed in **Attachment E**;

(e) Adjust and/or reportion, where necessary, the format or layout of certain tables or forms as required by the State. The Contractor shall charge the State for such adjustment and/or reportioning in accordance with the applicable prices proposed in **Attachment E**;

(f) Carry out all author's alterations and corrections which the State may require. The Contractor shall charge the State for carrying out such author's alterations and corrections in accordance with the applicable prices proposed in **Attachment E**;

(g) Deliver to the State, or as the State may direct, the electronic pages incorporating the adjusted and/or reportioned tables and forms, spines, covers, Tables of Contents, Reference Tables, author's alterations and corrections provided for under this RFP as follows:

(1) Electronic pages -- in not more than **seven (7) calendar days** from receipt of the State's production Word files or manuscript copy;

(2) Spines, covers, Tables of Contents and Reference Tables -- in not more than **seven (7) calendar days** from receipt of the State's production Word files or manuscript copy;

(3) Author's alterations and corrections -- in not more than **five (5) calendar days** from receipt of the State's marked up copy;

(h) Deliver to the State proof PDF files (with all fonts and images imbedded) of all electronic pages generated pursuant to this RFP. These proof electronic pages shall include trim lines and crop marks for proofing purposes. The State will print and proof the electronic pages in the LCO. The State may request that the trim lines and crop marks be removed prior to the composition of the final production electronic pages;

The State and the Contractor may establish mutually agreeable schedules for delivery to the State of batches of the electronic pages provided for under this RFP;

(i) Prepare and deliver to the State a browseable HTML version of Titles 1 to 55, inclusive, of the 2010 Supplement, using the coded files prepared by the Contractor for the composition of the electronic pages of said Titles 1 to 55, inclusive, as follows:

(1) The Contractor shall: (A) Replicate the style, format and text colorization of the browseable HTML version of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007, including the indentation of paragraphs, the insertion of a blank line before each new paragraph, etc.; (B) provide for no point size changes in the data when displayed; (C) ensure that the browseable HTML version of the 2010 Supplement may be copied directly from CD-ROM or other media to the General Assembly's internal and external web sites without any file directory or HTML manipulation; and (D) ensure that the browseable HTML version of the 2010 Supplement is compatible with Internet Explorer, Firefox, Safari and Opera. The browseable version of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007, may be accessed at <http://www.cga.ct.gov/2008/sup/titles.htm>. Any variations in the actual style, format and text colorization, or in compatibility with specific browser software, shall be agreed upon by the Legislative Commissioners, or their designee, on behalf of the State, and the Contractor, and such agreement shall be reduced to writing prior to the commencement of the project;

(2) The Contractor shall deliver the browseable HTML version of the 2010 Supplement not more than **three (3) calendar weeks** from acceptance of the electronic pages by the State;

(3) The Contractor shall charge the State for the browseable HTML version of the 2010 Supplement in accordance with the applicable prices proposed in **Attachment E**.

All electronic pages and the browseable HTML version of the 2010 Supplement provided for under this RFP shall be delivered to the Legislative Commissioners' Office, Room 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or to such other address as the State may designate. **The cost of transportation, including express air transportation, shall be included in the applicable prices proposed.**

In 2010 -- Composition and HTML version of the 2011 General Statutes:

The Contractor shall perform the following:

(a) All necessary software development, including the translation of the State's composition codes and formatting commands, required to compose the Word files of the 2011 General Statutes, delivered by the State, into electronic pages, as provided for in this RFP. If requested by the State, the Contractor shall submit sample electronic pages to the State for approval, and shall not produce the final electronic pages until the sample pages have been approved in writing by the State;

(b) Prepare and deliver to the State electronic pages, in accordance with the composition requirements specified in this RFP, of the following elements of the 2011 General Statutes delivered to the Contractor by the State in the form of Word files or as manuscript copy:

(1) The Tables of Contents for Volumes 1 to 13, inclusive (estimated 170 pages);

(2) The Constitutional Documents, consisting of the United States Constitution and the Amendments thereto, the Constitution of the State of Connecticut and the Amendments thereto, and the Codified Constitution of the State of Connecticut Incorporating all Extant Amendments;

(3) Titles 1 to 55, inclusive, of the 2011 General Statutes (together with the Constitutional Documents above, estimated 15,449 pages);

(4) The Reference Tables published in Volume 16 (estimated 946 pages);

(5) The miscellaneous pages for Volumes 1 to 16, inclusive (estimated 50 pages);

(6) The Preface (estimated 5 pages);

(7) The spines and covers for Volumes 1 to 16, inclusive (total 32 pages).

The Contractor shall charge the State for preparing the 2011 General Statutes electronic pages in accordance with the applicable prices proposed in **Attachment F**;

(c) The preparation of electronic pages from manuscript copy supplied by the State of certain miscellaneous pages to be published in the 2011 General Statutes. The Contractor shall charge the State for preparing such electronic pages in accordance with the applicable prices proposed in **Attachment F**;

(d) Adjust and/or reportion, where necessary, the format or layout of certain tables or forms as required by the State. The Contractor shall charge the State for such adjustment and/or reportioning in accordance with the applicable prices proposed in **Attachment F**;

(e) Carry out all author's alterations and corrections which the State may require. The Contractor shall charge the State for carrying out such author's alterations and corrections in accordance with the applicable prices proposed in **Attachment F**;

(f) Deliver to the State, or as the State may direct, the electronic pages incorporating the adjusted and/or reportioned tables and forms, spines, covers, Tables of Contents, Reference Tables, author's alterations and corrections provided for under this RFP as follows:

(1) Electronic pages -- in not more than **seven (7) calendar days** from receipt of the State's production Word files or manuscript copy;

(2) Spines, covers, Tables of Contents and Reference Tables -- in not more than **seven (7) calendar days** from receipt of the State's production Word files or manuscript copy;

(3) Author's alterations and corrections -- in not more than **five (5) calendar days** from receipt of the State's marked up copy;

(g) Deliver to the State proof PDF files (with all fonts and images imbedded) of all electronic pages generated pursuant to this RFP. These proof electronic pages shall include trim lines and crop marks for proofing purposes. The State will print and proof the electronic pages in the LCO. The State may request that the trim lines and crop marks be removed prior to the composition of the final production electronic pages;

The State and the Contractor may establish mutually agreeable schedules for delivery to the State of batches of the electronic pages provided for under this RFP;

(h) Prepare and deliver to the State a browseable HTML version of Titles 1 to 55, inclusive, of the 2011 General Statutes, using the coded files prepared by the Contractor for the composition of the electronic pages of said Titles 1 to 55, inclusive, as follows:

(1) The Contractor shall: (A) Replicate the style, format and text colorization of the browseable HTML version of the General Statutes of Connecticut, revised to January 1, 2007, including the indentation of paragraphs, the insertion of a blank line before each new paragraph, etc.; (B) provide for no point size changes in the data when displayed; (C) ensure that the browseable HTML version of the 2011 General Statutes may be copied directly from CD-ROM or other media to the General Assembly's internal and external web sites without any file directory or HTML manipulation; and (D) ensure that the browseable HTML version of the 2011 General Statutes is compatible with Internet Explorer, Firefox, Safari and Opera. The browseable version of the General Statutes of Connecticut, revised to January 1, 2007, may be accessed at <http://www.cga.ct.gov/2007/pub/titles.htm>. Any variations in the actual style, format and text colorization, or in compatibility with specific browser software, shall be agreed upon by the Legislative Commissioners, or their designee, on behalf of the State, and the Contractor, and such agreement shall be reduced to writing prior to the commencement of the project;

(2) The Contractor shall deliver the browseable HTML version of the 2011 General Statutes not more than **six (6) calendar weeks** from acceptance of the electronic pages by the State;

(3) The Contractor shall charge the State for the browseable HTML version of the 2011 General Statutes in accordance with the applicable prices proposed in **Attachment F**.

All electronic pages and the browseable HTML version of the 2011 General Statutes provided for under this RFP shall be delivered to the Legislative Commissioners' Office, Room 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or to such other address as the State may designate. **The cost of transportation, including express air transportation, shall be included in the applicable prices proposed.**

In 2011 -- Composition and HTML version of the 2012 Supplement:

The Contractor shall perform the following:

(a) All necessary software development, including the translation of the State's composition codes and formatting commands, required to compose the Word files of the 2012 Supplement, delivered by the State, into electronic pages, as provided for in this RFP. If requested by the State, the Contractor shall submit sample electronic pages to the State for approval, and shall not produce the final electronic pages until the sample pages have been approved in writing by the State;

(b) Assist the State in determining where each volume shall break so as to achieve, to the extent possible, three (3) even-sized volumes;

(c) Prepare and deliver to the State electronic pages, in accordance with the composition requirements specified in this RFP, of the following elements of the 2012 Supplement delivered to the Contractor by the State in the form of Word files or as manuscript copy:

(1) Tables of Contents for each volume (estimated 28 pages total);

(2) Selected sections from Titles 1 to 55, inclusive, of the General Statutes to be published in the 2012 Supplement (estimated 2,911 pages);

(3) Reference Tables published (estimated 30 pages);

(4) Miscellaneous pages, consisting of title pages, "Authority" page, "Cite as" pages, "Copyright" pages, "Effective Dates" pages, and various other divider pages (estimated 20 pages total);

(5) Preface (estimated 5 pages);

(6) Spines and covers for each volume (estimated 6 pages total).

The Contractor shall charge the State for preparing the 2012 Supplement electronic pages in accordance with the applicable prices proposed in **Attachment G**;

(d) The preparation of electronic pages from manuscript copy supplied by the State of certain miscellaneous pages to be published in the 2012 Supplement. The Contractor shall charge the State for preparing such electronic pages in accordance with the applicable prices proposed in **Attachment G**;

(e) Adjust and/or reportion, where necessary, the format or layout of certain tables or forms as required by the State. The Contractor shall charge the State for such adjustment and/or reportioning in accordance with the applicable prices proposed in **Attachment G**;

(f) Carry out all author's alterations and corrections which the State may require. The Contractor shall charge the State for carrying out such author's alterations and corrections in accordance with the applicable prices proposed in **Attachment G**;

(g) Deliver to the State, or as the State may direct, the electronic pages incorporating the adjusted and/or reportioned tables and forms, spines, covers, Tables of Contents, Reference Tables, author's alterations and corrections provided for under this RFP as follows:

(1) Electronic pages -- in not more than **seven (7) calendar days** from receipt of the State's production Word files or manuscript copy;

(2) Spines, covers, Tables of Contents and Reference Tables -- in not more than **seven (7) calendar days** from receipt of the State's production Word files or manuscript copy;

(3) Author's alterations and corrections -- in not more than **five (5) calendar days** from receipt of the State's marked up copy;

(h) Deliver to the State proof PDF files (with all fonts and images imbedded) of all electronic pages generated pursuant to this RFP. These proof electronic pages shall include trim lines and crop marks for proofing purposes. The State will print and proof the electronic pages in the LCO. The State may request that the trim lines and crop marks be removed prior to the composition of the final production electronic pages;

The State and the Contractor may establish mutually agreeable schedules for delivery to the State of batches of the electronic pages provided for under this RFP;

(i) Prepare and deliver to the State a browseable HTML version of Titles 1 to 55, inclusive, of the 2012 Supplement, using the coded files prepared by the Contractor for the composition of the electronic pages of said Titles 1 to 55, inclusive, as follows:

(1) The Contractor shall: (A) Replicate the style, format and text colorization of the browseable HTML version of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007, including the indentation of paragraphs, the insertion of a blank line before each new paragraph, etc.; (B) provide for no point size

changes in the data when displayed; (C) ensure that the browseable HTML version of the 2012 Supplement may be copied directly from CD-ROM or other media to the General Assembly's internal and external web sites without any file directory or HTML manipulation; and (D) ensure that the browseable HTML version of the 2012 Supplement is compatible with Internet Explorer, Firefox, Safari and Opera. The browseable version of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007, may be accessed at <http://www.cga.ct.gov/2008/sup/titles.htm>. Any variations in the actual style, format and text colorization, or in compatibility with specific browser software, shall be agreed upon by the Legislative Commissioners, or their designee, on behalf of the State, and the Contractor, and such agreement shall be reduced to writing prior to the commencement of the project;

(2) The Contractor shall deliver the browseable HTML version of the 2012 Supplement not more than **three (3) calendar weeks** from acceptance of the electronic pages by the State;

(3) The Contractor shall charge the State for the browseable HTML version of the 2012 Supplement in accordance with the applicable prices proposed in **Attachment G**.

All electronic pages and the browseable HTML version of the 2012 Supplement provided for under this RFP shall be delivered to the Legislative Commissioners' Office, Room 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or to such other address as the State may designate. **The cost of transportation, including express air transportation, shall be included in the applicable prices proposed.**

D. SPECIFIC CONTRACTOR'S GUARANTEES: In addition to the other Contractor guarantees contained in the Contract, the Contractor hereby agrees and guarantees:

(a) To exercise normal care and diligence in the preparation and production of the 2009 General Statutes electronic pages and the browseable HTML version thereof, the 2010 Supplement electronic pages and the browseable HTML version thereof, the 2011 General Statutes electronic pages and the browseable HTML version thereof, and the 2012 Supplement electronic pages and the browseable HTML version thereof, provided for in this RFP, and to inspect same for machine malfunctions and program errors, and to correct any errors so identified within the applicable delivery times provided for in this RFP, and if the State identifies any errors created or caused by the Contractor, the Contractor will correct such errors at no cost to the State;

(b) That all 2009 General Statutes electronic pages and the browseable HTML version thereof, all 2010 Supplement electronic pages and the browseable version thereof, all 2011 General Statutes electronic pages and the browseable HTML version thereof, and all 2012 Supplement electronic pages and the browseable version thereof, delivered to the State pursuant to this RFP shall be of good quality and free of errors and defects, except that any errors contained in the production Word files delivered by the State to the Contractor need not be corrected unless specifically requested by the State;

(c) That it will remake any defective electronic pages that may be rejected by the State at no additional cost to the State. The term “defective electronic page” shall include, but shall not be limited to, any electronic page that does not meet the specifications contained in this RFP;

(d) That it will, at its own expense, correct any errors which it may create through machine malfunction, program error or otherwise which the State may discover before or after the 2009 General Statutes electronic pages, the 2010 Supplement electronic pages, the 2011 General Statutes electronic pages or the 2012 Supplement electronic pages, provided for in this RFP, have been used by the State’s printer in the preparation of the printed copies of the 2009 General Statutes, the 2010 Supplement, the 2011 General Statutes or the 2012 Supplement, as the case may be, and that if it is not reasonably possible for the State’s printer to effect any such correction due to the status of production of the 2009 General Statutes, the 2010 Supplement, the 2011 General Statutes or the 2012 Supplement, as the case may be, then the Contractor will, at its own expense, provide errata sheets or labels in the quantity of the print run of the volumes affected and shall assume the distribution costs of the errata sheets or labels. (**Note:** It is anticipated that the print run for each volume of the 2009 General Statutes will be approximately 5,725, the print run for each volume of the 2010 Supplement will be approximately 5,725, the print run for each volume of the 2011 General Statutes will be approximately 5,725 and the print run for each volume of the 2012 Supplement will be approximately 5,725);

(e) That it will, at its own expense, correct any errors it may create in the preparation of the browseable HTML version of the 2009 General Statutes, the browseable HTML version of the 2010 Supplement, the browseable HTML version of the 2011 General Statutes and the browseable HTML version of the 2012 Supplement;

(f) To insure that all CD-ROMs delivered to the State pursuant to the Contract are complete, readable and virus free;

(g) To perform all work and make all deliveries of services and products as provided for in this RFP and in accordance with work and production schedules to be mutually agreed upon by the State, or its designee, and the Contractor; and

(h) To return all materials delivered by the State to the Contractor pursuant to this RFP in good condition upon completion of the services provided for in this RFP.

E. 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 reasonably careful owner of similar material.

F. DELIVERY: All electronic pages, CD-ROMs and materials being returned by the Contractor to the State pursuant to the Contract shall be delivered or transmitted to the

Legislative Commissioners' Office, Suite 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or to such other address as the State may designate. **The cost of transportation, including air transportation, shall be included in the applicable prices proposed in Attachments D, E, F and G hereof.**

G. LIQUIDATED DAMAGES FOR LATE DELIVERY: It is understood and agreed that time is of the essence and that in the case of failure on the part of the Contractor, except with the written consent of the LCO, to complete the furnishing and delivery of the 2009 General Statutes electronic pages and the browseable HTML version thereof, the 2010 Supplement electronic pages and the browseable version thereof, the 2011 General Statutes electronic pages and the browseable HTML version thereof, or the 2012 Supplement electronic pages and the browseable version thereof, as provided for in the Contract within the times 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.

H. PASSING OF TITLE: Title to and possession of the 2009 General Statutes electronic pages and the browseable HTML version thereof, the 2010 Supplement electronic pages and the browseable HTML version thereof, the 2011 General Statutes electronic pages and the browseable HTML version thereof, and the 2012 Supplement electronic pages and the browseable HTML version thereof, provided for under the Contract, shall pass to the State of Connecticut upon delivery of same to the Legislative Commissioners' Office, Room 5500, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106-1591, or upon delivery to such other address as may be designated in writing by the LCO. Title to and possession of the CD-ROMs containing said HTML versions shall pass to the State of Connecticut upon delivery of same to the LCO or upon delivery to such other address as may be designated in writing by the LCO.

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 preparing the 2009 General Statutes electronic pages and the browseable HTML version thereof, the 2010 Supplement electronic pages and the browseable HTML version thereof, the 2011 General Statutes electronic pages and the browseable HTML version thereof, and the 2012 Supplement electronic pages and the browseable HTML version thereof, provided for under the Contract, without the prior written consent of the Legislative Commissioners, or their designee, on behalf of the State.

III. RESPONDER'S SPECIFIC QUALIFICATIONS

(a) **Responder's specific qualifications:** Since the Responder's proven ability to compose electronic pages and produce browseable HTML format documents, as required

by this RFP, in an accurate, timely, confidential and efficient manner is the most important factor, other than price, to be considered by the State in awarding the contract, the Responder shall meet the following qualifications:

(1) **Years of experience:** Ten (10) or more years successful experience in composing electronic pages and producing browseable HTML format documents similar in quantity and complexity to those required by this RFP, as owner of, partner in or operator of a business or businesses providing such services;

(2) **Number of full-time employees:** Employ in house at the Responder's central location or place of business, throughout the term of the Contract, not less than five (5) full-time, fully trained professional and/or technical employees experienced in all aspects of composing electronic pages and preparing browseable HTML format documents, as required by this RFP, in an accurate, timely and confidential manner;

(3) **Location of business:** Have a central location or place of business at which the Responder will keep all Word files and materials delivered by the State and at which the Responder and the Responder's employees will carry out the services specified in this RFP, so as to insure availability during normal business hours, security for the Word files and materials delivered by the State, compliance with the required delivery schedules, quality assurance and confidentiality.

(b) **Evidence of Responder's qualifications:** Responder shall provide the State with evidence of how the Responder meets the requirements set forth in (a) above.

IV. SAMPLES

Responders may access examples of all material to be composed pursuant to this RFP on the General Assembly's FTP site at:

ftp://ftp.cga.ct.gov/pub/statutes/2009_GS_2010_Supp_2011_GS_2012_Supp_RFP.

The directory entitled "[General Statutes \(2007\)](#)" includes copies of all files that were used in producing the *official* General Statutes of Connecticut, revised to January 1, 2007, and the directory entitled "[Supplement \(2008\) to the General Statutes](#)" includes copies of all files that were used in producing the 2008 Supplement to the General Statutes.

Responders may access the browseable version of the *official* General Statutes of Connecticut, revised to January 1, 2007, at <http://www.cga.ct.gov/2007/pub/titles.htm>.

Responders may access the browseable version of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007, at <http://www.cga.ct.gov/2008/sup/titles.htm>.

Sample volumes of the *official* General Statutes of Connecticut, revised to January 1, 2007, and of the 2008 Supplement thereto, will be made available to any Responder requesting same.

V. COMPOSITION REQUIREMENTS

The following are the style, format, composition codes and rules applicable to the composition of the 2009 General Statutes electronic pages, the 2010 Supplement electronic pages, the 2011 General Statutes electronic pages and the 2012 Supplement electronic pages.

1. DEFINITIONS:

As used in these “**COMPOSITION REQUIREMENTS**”, the following terms shall have the following meanings unless the context otherwise requires:

(a) “Volume” or “volumes” means one or more volumes of the printed 2009 or 2011 General Statutes or the printed 2010 or 2012 Supplement;

(b) “General Statutes” means Titles 1 to 55, inclusive, of the 2009 or 2011 General Statutes, or such selected sections from those Titles as will be published in the 2010 or 2012 Supplement;

(c) “Constitutional Documents” means the United States Constitution and the Amendments thereto, the Constitution of the State of Connecticut and the Amendments thereto, and the Codified Constitution of the State of Connecticut Incorporating all Extant Amendments;

(d) “Tables of Contents” means the Tables of Contents that will be printed at the beginning of Volumes 1 to 13, inclusive, of the 2009 or 2011 General Statutes, or at the beginning of Volumes 1 to 3, inclusive, of the 2010 or 2012 Supplement;

(e) “Reference Tables” means the Reference Tables that will be printed in Volume 16 of the 2009 or 2011 General Statutes, or in Volume 3 of the 2010 or 2012 Supplement;

(f) “Miscellaneous pages” means the title pages, “Authority” pages, “Cite as” pages, “Copyright” pages, “Effective Dates” pages and various divider pages that will be printed in one or more volumes of the 2009 or 2011 General Statutes or the 2010 or 2012 Supplement;

(g) “Preface” means the Preface that will be printed in Volume 1 of the 2009 or 2011 General Statutes or in Volume 1 of the 2010 or 2012 Supplement;

(h) “2009 General Statutes” means the Tables of Contents, the Constitutional Documents, the General Statutes, the Reference Tables, the miscellaneous pages and the Preface, all as defined above and when referred to collectively in relation to the General Statutes of Connecticut, revised to January 1, 2009;

(i) “2010 Supplement” means the Tables of Contents, the General Statutes, the Reference Tables, the miscellaneous pages and the Preface, all as defined above and

when referred to collectively in relation to the 2010 Supplement to the General Statutes of Connecticut, revised to January 1, 2009;

(j) “2011 General Statutes” means the Tables of Contents, the Constitutional Documents, the General Statutes, the Reference Tables, the miscellaneous pages and the Preface, all as defined above and when referred to collectively in relation to the General Statutes of Connecticut, revised to January 1, 2011;

(k) “2012 Supplement” means the Tables of Contents, the General Statutes, the Reference Tables, the miscellaneous pages and the Preface, all as defined above and when referred to collectively in relation to the 2012 Supplement to the General Statutes of Connecticut, revised to January 1, 2011; and

(l) “Spines and covers” means the spines and covers for Volumes 1 to 16, inclusive, of the 2009 or 2011 General Statutes and the spines and covers for Volumes 1 to 3, inclusive, of the 2010 or 2012 Supplement.

Note:

The General Statutes Index, that will be printed in Volumes 14, 15 and 16 of the 2009 General Statutes and the 2011 General Statutes, is **not** part of this RFP;

The Reference Tables, that will be printed in Volume 16 of the 2009 General Statutes and the 2011 General Statutes, **are** part of this RFP;

The Supplement Index, that will be printed in Volume 3 of the 2010 Supplement and the 2012 Supplement, is **not** part of this RFP;

The Reference Tables, that will be printed in Volume 3 of the 2010 Supplement and the 2012 Supplement, **are** part of this RFP.

2. REPROPORTIONING OF DATA OR TEXT:

All data or text supplied by the State to the Contractor in the form of Word files must be reproportioned so as to meet the page specifications described in this RFP.

3. STYLES AND FORMATS:

The style and format of the 2009 General Statutes and the 2011 General Statutes shall be the same as the style and format of the *official* General Statutes of Connecticut, revised to January 1, 2007. The style and format of the 2010 Supplement and the 2012 Supplement shall be the same as the style and format of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007. If any of the composition rules and requirements described in this RFP are at variance with the aforementioned styles and formats, then the style and format of the *official* General Statutes of Connecticut, revised to January 1, 2007, and the style and format of the 2008 Supplement

thereto, as the case may be, shall take precedence unless otherwise specifically required by the LCO. Any variations in the actual style and format shall be agreed upon by the Legislative Commissioners, or their designee, on behalf of the State, and the Contractor, and such agreement shall be reduced to writing prior to the commencement of the particular publication project.

4. GENERAL PAGE SPECIFICATIONS:

The following are the general page specifications for the 2009 General Statutes, the 2010 Supplement, the 2011 General Statutes and the 2012 Supplement:

(a) Font = Times Roman. **Font must distinguish between a lower case “L” and the Arabic numeral “1”;**

(b) Face = roman, except as otherwise coded for bold or italic;

(c) Point size = 10, except as otherwise coded;

(d) Leading = 11, except as otherwise coded;

(e) Running heads = see specific requirements described below;

(f) Running foot applicable to the 2010 Supplement and the 2012 Supplement only = all pages, both recto and verso, shall carry the centered running foot “**2010 SUPPLEMENT TO THE GENERAL STATUTES**”, or “**2012 SUPPLEMENT TO THE GENERAL STATUTES**”, as the case may be, set 8/9 bold, and separated from the text above by approximately 12 points of leading. On those pages which have the folio centered at the foot of the page, the running foot shall appear below the folio and separated from it by approximately 12 points of leading. **The running foot is not included in the State’s Word files and must be inserted by the Contractor;**

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

(h) Definitions: See “**1. DEFINITIONS**” within these “**COMPOSITION REQUIREMENTS**” for details;

(i) Reproportioning of data or text: See “**2. REPROPORTIONING OF DATA OR TEXT**” within these “**COMPOSITION REQUIREMENTS**” for details;

(j) Styles and formats: See “**3. STYLES AND FORMATS**” within these “**COMPOSITION REQUIREMENTS**” for details; and

(k) Electronic pages: See “**5. ELECTRONIC PAGES**” within these “**COMPOSITION REQUIREMENTS**” for details.

5. ELECTRONIC PAGES:

All electronic pages prepared pursuant to this RFP shall be, when printed, in the form of single pages measuring not less than 60 picas long by not less than 36 picas wide. There shall be top and bottom margins of at least 4.5 picas each of white space and side margins of at least 2.5 picas each of white space. All pages shall meet these requirements even though the actual area of print does not fill the normal print area of 30 x 49.5 picas. **Note: Contractor shall include trim lines and crop marks for proofing purposes. The State may request that the trim lines and crop marks be removed prior to composition of the final electronic pages.**

6. TABLES OF CONTENTS:

(a) **General Page Specifications:** See “**4. GENERAL PAGE SPECIFICATIONS**” within these “**COMPOSITION REQUIREMENTS**” for details;

(b) **Composition Coding and Formatting Commands:** In preparing the Word files of the various Tables of Contents, the State has used certain composition codes and formatting commands. See “**11. COMPOSITION CODING AND FORMATTING COMMANDS**” within these “**COMPOSITION REQUIREMENTS**” for details;

(c) **Electronic pages:** See “**5. ELECTRONIC PAGES**” within these “**COMPOSITION REQUIREMENTS**” for details;

(d) **Running head:** Running head = “CONTENTS” set 8/9 roman on each page except the first page which has no running head. **The running head is not included in the State’s Word files and must be inserted by the Contractor;**

Note: Running heads must be separated from the top of the column headings by a fixed 12 points of leading;

(e) **Folios:** Folios = lower case roman, centered at the foot of each page and separated from the text by approximately 12 points of leading;

(f) **Column headings:** Column headings = set 8/9 roman as follows:

Volume 1 of the 2009 General Statutes and the 2011 General Statutes: Below “CONSTITUTIONAL DOCUMENTS” the word “Page:”, justified right, is the only column heading. There is no additional leading between the column heading and the text;

Remainder of Volume 1 and Volumes 2 to 13, inclusive, of the 2009 General Statutes and the 2011 General Statutes, and all volumes of the 2010 Supplement and the 2012 Supplement: Except in the case of Title 42a, the column headings are

“Chapter:”, justified left, and “Beginning Section:” justified right. These column headings appear at the start of the Table of Contents in each volume and then below the running head on each subsequent page. The column headings are separated from the text by approximately 12 points of leading;

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

(g) **Running foot applicable to the 2010 Supplement and the 2012 Supplement only:** All pages, both recto and verso, shall carry the centered running foot “**2010 SUPPLEMENT TO THE GENERAL STATUTES**”, or “**2012 SUPPLEMENT TO THE GENERAL STATUTES**”, as the case may be, set 8/9 bold, and separated from the text above by approximately 12 points of leading. On those pages which have the folio centered at the foot of the page, the running foot shall appear below the folio and separated from it by approximately 12 points of leading. **The running foot is not included in the State’s Word files and must be inserted by the Contractor;**

(h) **Samples:** Sample volumes will be made available to any Responder requesting same.

7. CONSTITUTIONAL DOCUMENTS and GENERAL STATUTES:

(a) **General Page Specifications:** See “**4. GENERAL PAGE SPECIFICATIONS**” within these “**COMPOSITION REQUIREMENTS**” for details;

(b) **Composition Coding and Formatting Commands:** In preparing the Word files of the Constitutional Documents and the General Statutes, the State has used certain composition codes and formatting commands. See “**11. COMPOSITION CODING AND FORMATTING COMMANDS**” within these “**COMPOSITION REQUIREMENTS**” for details;

(c) **Electronic pages:** See “**5. ELECTRONIC PAGES**” within these “**COMPOSITION REQUIREMENTS**” for details;

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

For the Constitution of the United States:

CONSTITUTION OF THE UNITED STATES

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

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

For the Amendments to the Constitution of the United States:

AMENDMENTS TO THE
CONSTITUTION OF THE UNITED STATES

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

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

For the Constitution of the State of Connecticut:

CONSTITUTION OF THE STATE OF CONNECTICUT

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

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

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

AMENDMENTS TO THE
CONSTITUTION OF THE STATE OF CONNECTICUT

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

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

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

CODIFIED CONSTITUTION
OF THE STATE OF CONNECTICUT
INCORPORATING ALL EXTANT AMENDMENTS

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

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

The running head information for the Constitutional Documents as set forth above is not included in the State’s Word files and must be inserted by the Contractor.

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

Ch. 3 PUBLIC RECORDS: GENERAL PROVISIONS 243

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

The verso running head picks up the folio, the Title heading and the Title number. For example:

242 PROVISIONS OF GENERAL APPLICATION Title 1

Note: Title running heads can include up to four lines of text.

Note: Running heads must be separated from the main text by a fixed 12 points of leading.

The running heads are not included in the State's Word files and must be extracted from the "A" and "D" Documents (See (h) below for explanation of document types) and inserted by the Contractor;

(f) Running foot applicable to the 2010 Supplement and the 2012 Supplement only: All pages, both recto and verso, shall carry the centered running foot "2010 SUPPLEMENT TO THE GENERAL STATUTES", or "2012 SUPPLEMENT TO THE GENERAL STATUTES", as the case may be, set 8/9 bold, and separated from the text above by approximately 12 points of leading. On those pages which have the folio centered at the foot of the page, the running foot shall appear below the folio and separated from it by approximately 12 points of leading. **The running foot is not included in the State's Word files and must be inserted by the Contractor;**

(g) Folios: Folios = Arabic numerals, outside top margin both recto and verso. On recto pages which have no running heads, the folio is centered at the foot of the page, separated from the text by a fixed 12 points of leading;

(h) Document types: The Constitutional Documents and the General Statutes are divided into a number of specific document types as follows:

"A" documents -- This document type is used to denote the heading document for each Constitutional Document and each General Statutes Title heading document. The Constitutional Document headings must be picked up as the running heads for both recto and verso pages. The General Statutes Title number and heading must be picked as the running head on verso pages only;

"D" documents -- This document type is used to denote all Chapter or Article heading documents. The Chapter or Article number and heading must be picked up as the running head on recto pages. The Chapter or Article number is preceded by the abbreviation "Ch." or "Art.". **Note:** Articles are used in Title 42a and in the Constitutional Documents. The Article heading is not picked up as a running head in the case of the Constitutional Documents but the Article number is, preceded by the abbreviation "Art.";

"F" documents -- This document type is used to denote all Part heading documents. Part numbers and headings are not used as running heads;

"H" documents -- This document type is used to denote all Subpart heading documents. Subpart numbers and headings are not used as running heads;

"K" documents -- This document type is used to denote all General Statutes section text. It is also used to denote sections within the Constitutional Documents;

"L" documents -- This document type is used to denote all General Statutes section source line documents. It is also used to denote cross-references and annotations in the Constitutional Documents;

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

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

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

The basic typesetting characteristics and requirements of these various documents types are set out below within these “COMPOSITION REQUIREMENTS” under the caption “Condition codes”. The relationships between these various document types are set out below within these “COMPOSITION REQUIREMENTS” under the caption “Keeps and Releases”;

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

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

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

@V turns off this code;

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

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

@D turns off this code;

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

@E turns off this code;

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

@U turns off this code;

+V same as “+U”;

@V turns off this code;

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

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

@F turns off this code;

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

@G turns off this code;

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

@U turns off this code;

+V same as “+U”;

@V turns off this code;

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

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

@H turns off this code;

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

@I turns off this code;

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

@U turns off this code;

+V same as “+U”;

@V turns off this code;

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

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

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

@K turns off this code;

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

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

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

@L turns off this code;

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

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

@M turns off this code;

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

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

@N turns off this code;

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

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

Note: In certain Supplement annotations, the condition code “K” described above is used at the beginning of a “T” document to denote a point size and leading of 10/11 for the section number and catchline only. The initial code is ended by “@K” followed by “+T” to denote a change to 7/8;

@T turns off this code.

The relationships between the various document types and condition codes listed above are set out below within these “COMPOSITION REQUIREMENTS” under the caption “Keeps and Releases”;

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

“A” documents (Title numbers and headings):

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

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

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

(3) +D and +E and +V conditions -- same rule as in (2) above;

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

“F” documents (Part numbers and headings):

(1) +F and +G conditions -- keep together on same page;

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

(3) +F and +G and +V conditions -- same rule as in (2) above;

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

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

“H” documents (Subpart indicators and headings):

(1) +H and +I conditions -- keep together on same page;

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

(3) +H and +I and +V conditions -- same rule as in (2) above;

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

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

- (1) Whenever any of the above document types is affected by a page break, at least 2 lines of the affected document should be kept together at the foot of one page and 2 lines at the top of the next page. **Note:** This 2-line rule can be changed to 1 line if needed to meet page depth or balancing requirements;
- (2) At least 2 lines of adjoining document types should be kept together. **Note:** This 2-line rule can be changed to 1 line if needed to meet page depth or balancing requirements;
- (3) Widow lines from any document type must be avoided whenever possible, especially when they might occur on other than facing pages. For facing pages the rules may be more flexible;

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

Add space:

First choice -- to leading surrounding “**L**”, “**M**”, “**N**” and “**T**” documents;

Second choice -- to leading surrounding “**K**” documents and leading within “**K**” documents;

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

Delete space:

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

Second choice -- from leading surrounding “**K**” documents and leading within “**K**” documents;

Third choice -- from leading surrounding “**L**”, “**M**”, “**N**” and “**T**” documents;

(l) **Samples:** Sample volumes will be made available to any Responder requesting same.

8. REFERENCE TABLES:

(a) **General Page Specifications:** See “**4. GENERAL PAGE SPECIFICATIONS**” within these “**COMPOSITION REQUIREMENTS**” for details;

(b) **Composition Coding and Formatting Commands:** See “**11. COMPOSITION CODING AND FORMATTING COMMANDS**” within these “**COMPOSITION REQUIREMENTS**” for details;

(c) **Electronic pages:** See “**5. ELECTRONIC PAGES**” within these “**COMPOSITION REQUIREMENTS**” for details;

(d) **Running heads:** Set 8/9 roman except where italics are required. The running heads are not included in the State’s Reference Table Word files and must be inserted by the Contractor;

(e) **Running foot applicable to the 2010 Supplement and the 2012 Supplement only:** All pages, both recto and verso, shall carry the centered running foot “**2010 SUPPLEMENT TO THE GENERAL STATUTES**”, or “**2012 SUPPLEMENT TO THE GENERAL STATUTES**”, as the case may be, set 8/9 bold, and separated from the text above by approximately 12 points of leading. On those pages which have the folio centered at the foot of the page, the running foot shall appear below the folio and separated from it by approximately 12 points of leading. **The running foot is not included in the State’s Word files and must be inserted by the Contractor;**

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

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

Four-double-column Reference Tables: Set 8/9 roman. Each page to contain four (4) double columns of data, no more than 6.5 picas wide, separated by vertical rule lines. **(Note: This type of Reference Table will be included in the 2009 General Statutes and the 2011 General Statutes only);**

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

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

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

(h) **Vertical rule lines and dot leaders:** The vertical rule lines and dot leaders referred to in connection with the four-double-column and two-double-column Reference

Tables referred to above are not included in the State's Word files and must be inserted by the Contractor;

(i) **Samples:** A sample volume containing previously published Reference Tables will be made available to any Responder requesting same. **As stated above, the State's Word files do not contain the running heads, the vertical rule lines or the dot leaders.**

9. MISCELLANEOUS PAGES and PREFACE:

(a) **General Page Specifications:** See "4. GENERAL PAGE SPECIFICATIONS" within these "**COMPOSITION REQUIREMENTS**" for details;

(b) **Composition Coding and Formatting Commands:** In preparing the Word files of the miscellaneous pages and the Preface, the State has used certain composition codes and formatting commands. See "11. COMPOSITION CODING AND FORMATTING COMMANDS" within these "**COMPOSITION REQUIREMENTS**" for details;

(c) **Electronic pages:** See "5. ELECTRONIC PAGES" within these "**COMPOSITION REQUIREMENTS**" for details;

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

(e) **Running foot applicable to the 2010 Supplement and the 2012 Supplement only:** All Preface pages, both recto and verso, shall carry the centered running foot "2010 SUPPLEMENT TO THE GENERAL STATUTES", or "2012 SUPPLEMENT TO THE GENERAL STATUTES", as the case may be, set 8/9 bold, and separated from the text above by approximately 12 points of leading. On those pages which have the folio centered at the foot of the page, the running foot shall appear below the folio and separated from it by approximately 12 points of leading. **The running foot is not included in the State's Word files and must be inserted by the Contractor;**

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

(g) **Samples:** Sample volumes containing previously published miscellaneous pages and Preface will be made available to any Responder requesting same.

10. SPINES AND COVERS: The spines and covers for the 2009 General Statutes and the 2011 General Statutes shall match the spines and covers of the *official* General Statutes of Connecticut, revised to January 1, 2007, and the spines and covers for

the 2010 Supplement and the 2012 Supplement shall match the spines and covers of the 2008 Supplement to the General Statutes of Connecticut, revised to January 1, 2007. Sample volumes of both the 2007 General Statutes and the 2008 Supplement thereto will be made available to any Responder requesting same.

11. COMPOSITION CODING AND FORMATTING COMMANDS:

(a) **Composition Coding and Formatting Commands:** The State may use some or all of the following composition coding and formatting commands in the preparation of the Word files of the 2009 General Statutes, the 2010 Supplement, the 2011 General Statutes and the 2012 Supplement. The Contractor shall supply and test all necessary software, etc., to ensure that the composition coding and formatting commands are correctly translated so as to produce the 2009 General Statutes electronic pages, the 2010 Supplement electronic pages, the 2011 General Statutes electronic pages and the 2012 Supplement electronic pages as required by this RFP;

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

^T+n^ (where **n** is a numeric) = Extra **variable** leading. Numeric indicates the number of extra variable lines of leading that must be added. The amount of leading per line is controlled by the requirements of the document type being composed;

^T+n;UNC^ (where **n** is a numeric) = Extra **non-variable** leading. Same as **^T+n^** except extra leading is a fixed amount and usually may not be varied;

^CPn^ (where **n** is a numeric) = change point size code. This code is used to indicate a change in point size to the size indicated by the numeric;

^CLn^ (where **n** is a numeric) = change leading code. This code is used to indicate a change in leading to the amount indicated by the numeric;

Note: Usually the change point size code and the change leading code appear together. e.g. **^CP7^^CL8^** indicates a change to 7/8 and **^CP10^^CL11^** indicates a change to 10/11;

^CLnn^,^CLnnn^,^CLn^ (where **n** is a numeric) = multiple change leading codes may be used to indicate optimum, maximum and minimum leading;

- ^TS^** = tab code. Each code represents a tab indent and instructs the typesetter to position the text accordingly;
- ^.L^** = dot leader code. This code instructs the typesetter to insert dot leaders to the end of the line unless otherwise specified;
- ^.L^^QM^** = quad text preceding coding to left margin and text following coding to right margin, filling in space between with leaders and leaving a 1 em space in front of the right-quadded text;
- ^#L^** = space leader code. This code instructs the typesetter to insert space leaders to the end of the line unless otherwise specified;
- ^_L^** = baseline dash leaders code. This code instructs the typesetter to insert baseline dash leaders to the end of the line unless otherwise specified;
- ^M^** = em space code. This code instructs the typesetter to inset an em space in the current point size;
- ^N^** = en space code. This code instructs the typesetter to insert an en space in the current point size;
- ^..^** = en dash code. This code instructs the typesetter to insert an en dash in the current point size. **Note: If the typesetter encounters two hyphens (--) together, the typesetter shall also compose same as an en dash;**
- ^B^** = bold face code. This code instructs the typesetter to turn on bold face switch. **^\$^** turns off the switch;
- ^I^** = italic code. This code instructs the typesetter to turn on the italic switch. **^\$^** turns off the switch;
- ^\$^** = cancel bold face and italic codes. This code turns off both the bold face switch and the italic switch. This code also turns off the subscript **^SB^** and superscript **^SP^** codes as described below;
- ^VB^** = voting box code. This code instructs the typesetter to insert a voting box in the current point size;

- ^VX^** = voting box with cross (x) code. This code instructs the typesetter to insert a voting box with cross (x) in the current point size;
- ^VK^** = check mark code. This code instructs the typesetter to insert a check mark in the current point size;
- ^FM^**
(input as **^FM'^^**) = foot mark code. This code precedes a single input quote and instructs the typesetter to set the quote as a foot mark in the current point size;
- ^CT^** = cent sign code. This code instructs the typesetter to inset a cent sign in the current point size;
- ^SB^** = subscript code. This code instructs the typesetter to turn on the subscript switch until turned off by **^\$^** ;
- ^SP^** = superscript code. This code instructs the typesetter to turn on the superscript switch until turned off by **^\$^** ;
- ^O''^** = open double quotes code. This code instructs the typesetter to set double opening quotes. **Note: Input double quotes without coding:** The first set of quotes encountered must set as opening quotes by logic;
- ^C''^** = closing double quotes code. This code instructs the typesetter to set double closing quotes. **Note: Input double quotes without coding:** The second set of quotes encountered must set as closing quotes by logic;
- ^O'^** = open single quote code. This code instructs the typesetter to set a single opening quote. **Note: Input single quote without coding:** The first single quote encountered must set as a single opening quote by logic;
- ^C'^** = closing single quote code. This code instructs the typesetter to set a single closing quote. **Note: Input single quote without coding:** The second single quote encountered must set as a single closing quote by logic;

- ^PH^** = paragraph symbol code. This code instructs the typesetter to insert a paragraph symbol in the current point size;
- ^SM^** = section mark symbol code. This code instructs the typesetter to insert a section mark symbol in the current point size;
- ^CS^** = cross (x) symbol code. This code instructs the typesetter to insert a cross (x) in the current point size;
- ^DG^** = degree sign code. This code instructs the typesetter to insert a degree sign in the current point size;
- ^DA^** = dagger symbol code. This code instructs the typesetter to insert a dagger in the current point size;
- = multiple underscores input without spaces between must be composed by the typesetter as a solid rule line. The Contractor will be required to generate all such lines to match those used in the past without regard to the actual number of input underscores;
- ^QT^** = quad top code. This code instructs the typesetter to force text up in those cases where there is insufficient text to fill a page so as to prevent loose pages;
- ^XB^ ^XE^** = suppress text from printing codes. These two codes are used in the Constitutional Documents and instruct the typesetter not to set the text which lies between them;

(c) Word files: It is uncertain at this time which operating system and which version of Microsoft Word will be used to prepare the Word files of the 2009 General Statutes, the 2010 Supplement, the 2011 General Statutes and the 2012 Supplement (currently, Windows XP and Word 2003 are used). Consequently, it is the Contractor's responsibility to contact the LCO for further information on this subject prior to composition of the 2009 General Statutes electronic pages, the 2010 Supplement electronic pages, the 2011 General Statutes electronic pages and the 2012 Supplement electronic pages as required by this RFP. In addition to the composition codes listed above, the Word files include a number of special characters or symbols, such as braces, crosses, plus marks, check marks, degree marks, prime marks, alpha and numeric superscripts, etc. Normal Word formatting will be used (e.g., justifying and centering text). The files will also include Word subscripts, bolding, italics, underscoring, etc. It is the Contractor's responsibility to identify all composition codes and Word special characters and symbols, formatting commands, etc., and to interpret

them correctly in the preparation of the electronic pages provided for under this RFP. The font used by the State in maintaining the files is 12 point Courier New.



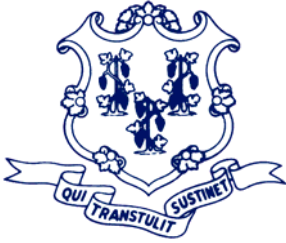
VENDOR EVALUATION FORM ATTACHMENT A

Composition of the 2009 – 2012 CGS and Supplements
JCLM08REG0102

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

Title: Composition of the 2009 – 2012 CGS and Supplements
Name of Vendor: _____
Evaluation Contact: _____
Date: _____

	Outstanding	Very Good	Fair	Poor
1. Responders understanding of the requirements				
2. Professional experience and references of the responder				
3. Professional experience and references of the personnel				
4. Quality of list of references from current clients for whom similar services have been provided				
5. Appropriateness of the proposed fee structure				



**CORPORATE RESOLUTION AND
PROOF OF AUTHORIZATION
FORM**

ATTACHMENT B

Compostion of the 2009 – 2012 CGS
and Supplements
JCLM08REG0102

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

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

SAMPLE CORPORATE RESOLUTION

CERTIFICATION OF AUTHORITY

(DATE)

At a meeting of the Directors of (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*)



CERTIFICATION FORM

ATTACHMENT C

Composition of the 2009 – 2010 CGS
and Supplements
JCLM08REG0102

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

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

Independent Price Determinations and Offer of Gratuities:

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 on Attachment E.

SIGNED AND DATED this _____ day of _____

Company: _____

Address: _____

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

Telephone No: _____ Fax No: _____

Federal Employer Identification No: _____



PROPOSAL PRICING PAGE

ATTACHMENTS D - G

Composition of the 2009 – 2012 CGS
and Supplements
JCLM08REG0102

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 COMPLETE ATTACHMENTS D THROUGH G AS FOLLOWS
FOR THE 2009 GENERAL STATUTES, 2010 SUPPLEMENT, 2011 GENERAL
STATUTES, AND 2012 SUPPLEMENT**

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

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

Company: _____

Address: _____

Signature: _____

Name (Printed): _____ Title: _____

Federal Employer Identification Number: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Date: _____

ATTACHMENT D -- 2009 GENERAL STATUTES

**RESPONDER'S CHARGES FOR PREPARING THE ELECTRONIC
PAGES AND HTML VERSION OF THE
2009 GENERAL STATUTES**

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

(The Responder shall set out below the Responder's charges for the various services required under this RFP in connection with composing and delivering the electronic pages and preparing and delivering the browseable HTML version of the 2009 General Statutes. **NOTE:** Prices proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.)

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

Tables of Contents (estimated 170 pages):	\$ _____ per page
Constitutional Documents and General Statutes (estimated 14,955 pages):	\$ _____ per page
Reference Tables (estimated 916 pages):	\$ _____ per page
Miscellaneous pages (estimated 50 pages):	\$ _____ per page
Preface (estimated 5 pages):	\$ _____ per page
Spines and covers (total 32 pages):	\$ _____ per page

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

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

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

(e) Non-automated type composition:

Input from State's manuscript:	\$ _____ per line
Production of electronic pages:	\$ _____ per page

(f) Preparation and delivery of browseable HTML version of the 2009 General Statutes: \$ _____

(g) Responder's standard rates for any related services not covered above: \$ _____

_____ Responder Initials/Date

ATTACHMENT E -- 2010 SUPPLEMENT

**RESPONDER'S CHARGES FOR PREPARING THE ELECTRONIC
PAGES AND HTML VERSION OF THE
2010 SUPPLEMENT**

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

(The Responder shall set out below the Responder's charges for the various services required under this RFP in connection with composing and delivering the electronic pages and preparing and delivering the browseable HTML version of the 2010 Supplement. **NOTE:** Prices proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.)

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

Tables of Contents (estimated 28 pages):	\$ _____ per page
Selected sections from the General Statutes (estimated 2,716 pages):	\$ _____ per page
Reference Tables (estimated 25 pages):	\$ _____ per page
Miscellaneous pages (estimated 20 pages):	\$ _____ per page
Preface (estimated 5 pages):	\$ _____ per page
Spines and covers (estimated 6 pages):	\$ _____ per page

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

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

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

(e) Non-automated type composition:

Input from State's manuscript:	\$ _____ per line
Production of electronic pages:	\$ _____ per page

(f) Preparation and delivery of browseable HTML version of the 2010 Supplement \$ _____

(g) Responder's standard rates for any related services not covered above: \$ _____

_____ Responder's Initials/Date

ATTACHMENT F -- 2011 GENERAL STATUTES

**RESPONDER'S CHARGES FOR PREPARING THE ELECTRONIC
PAGES AND HTML VERSION OF THE
2011 GENERAL STATUTES**

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

(The Responder shall set out below the Responder's charges for the various services required under this RFP in connection with composing and delivering the electronic pages and preparing and delivering the browseable HTML version of the 2011 General Statutes. **NOTE:** Prices proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.)

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

Tables of Contents (estimated 170 pages):	\$ _____ per page
Constitutional Documents and General Statutes (estimated 15,449 pages):	\$ _____ per page
Reference Tables (estimated 946 pages):	\$ _____ per page
Miscellaneous pages (estimated 50 pages):	\$ _____ per page
Preface (estimated 5 pages):	\$ _____ per page
Spines and covers (total 32 pages):	\$ _____ per page

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

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

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

(e) Non-automated type composition:

Input from State's manuscript:	\$ _____ per line
Production of electronic pages:	\$ _____ per page

(f) Preparation and delivery of browseable HTML version of the 2011 General Statutes: \$ _____

(g) Responder's standard rates for any related services not covered above: \$ _____

_____ Responder's Initials/Date

ATTACHMENT G -- 2012 SUPPLEMENT

**RESPONDER'S CHARGES FOR PREPARING THE ELECTRONIC
PAGES AND HTML VERSION OF THE
2012 SUPPLEMENT**

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

(The Responder shall set out below the Responder's charges for the various services required under this RFP in connection with composing and delivering the electronic pages and preparing and delivering the browseable HTML version of the 2012 Supplement. **NOTE:** Prices proposed below **shall include** all charges for programming, testing, composition, labor and materials, and transportation or shipping.)

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

Tables of Contents (estimated 28 pages):	\$ _____ per page
Selected sections from the General Statutes (estimated 2,911 pages):	\$ _____ per page
Reference Tables (estimated 30 pages):	\$ _____ per page
Miscellaneous pages (estimated 20 pages):	\$ _____ per page
Preface (estimated 5 pages):	\$ _____ per page
Spines and covers (estimated 6 pages):	\$ _____ per page

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

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

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

(e) Non-automated type composition:

Input from State's manuscript:	\$ _____ per line
Production of electronic pages:	\$ _____ per page

(f) Preparation and delivery of browseable HTML version of the 2012 Supplement \$ _____

(g) Responder's standard rates for any related services not covered above: \$ _____

_____ Responder's Initials/Date



**GIFT AND CAMPAIGN
CERTIFICATION**

ATTACHMENT H

Composition of 2009 – 2012 CGS and
Supplements
JCLM08REG0102

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

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

INSTRUCTIONS:

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

CHECK ONE:

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

CERTIFICATION: [Number of Certifications Sworn and Subscribed On This Day: _____]

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

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

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

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

_____ Printed Contractor Name	_____ Signature of Authorized Official	_____ Date
_____ Federal Employer ID Number (FEIN) or Social Security Number (SSN)	_____ Printed Name of Authorized Official	
_____ Joint Committee on Legislative Mangement Awarding State Agency	_____ March 17, 2008 Start Date of Agency Planning	_____ Contract Execution Date

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court or Notary Public



**NONDISCRIMINATION
CERTIFICATION**

ATTACHMENT I

Composition of 2009 – 2012 CGS and
Supplements
JCLM08REG0102

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

*(To be completed by **corporate or other business entity** regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I _____ (signer's name), _____ (signer's title)
of _____ (name of entity), an entity lawfully organized and existing under the laws
of _____ (name of state or common-wealth), do hereby certify that the
following is a true and correct copy of a resolution adopted on the ____ day of _____, 20__ by
the governing body of _____ (name of entity), in accordance with all of its
documents of governance and management and the laws of _____ (name of state or
commonwealth), and further certify that such resolution has not been modified, rescinded or revoked, and is, at
present, in full force and effect.

RESOLVED: That _____ (name of entity) hereby adopts as its policy to
support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-
60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and
10(a)(1) of Public Act 07-142.

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

By : _____
Print Name:

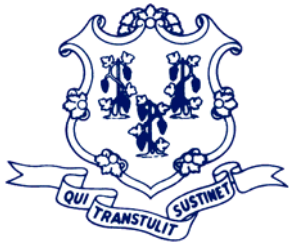
Title: _____

*(To be completed by **individual contractor** regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I _____ (signer's name) of _____ (business address) am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for _____ (If available, insert "Contract No. ____"; otherwise generally describe goods or services to be provided). In order to induce the State to consummate said contract, I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

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

Print Name:



INSURANCE REQUIREMENTS

ATTACHMENT J

Composition of 2009 – 2012 CGS and
Supplements
JCLM08REG0102

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.
 - (d) Professional Liability
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. Professional Liability including environmental coverage not less than (if applicable):

Ea. Claim	\$1,000,000
Aggregate	\$2,000,000
Ea. Claim Ded.	\$25,000

For this professional liability coverage, the aggregate limit is the total insurance available for claims presented within the policy period for all operations of the insured. This limit will be reduced by payments of claims & expenses. This insurance is not for a specific project.
5. 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.
6. 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.
7. The successful vendor shall deliver to the Joint Committee on Legislative Management all required certificates of insurance upon award of the contract as well as an endorsement indicating that the Joint Committee on Legislative management has been added to the policy as an additional insured

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			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS	STREET	CITY	STATE ZIP CODE
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS	STREET	CITY	STATE ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 ST BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 ND BUSINESS PHONE:	Ext. #	1 ST PAGER:	
CELLULAR:		2 ND PAGER:	
1 ST FAX NUMBER:		TOLL FREE PHONE:	
2 ND 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 STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
FOR PURCHASE ORDER DISTRIBUTION: 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
If EDI was selected, give us a person to contact in your company to set up EDI:			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 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

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	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		
Requester's name and address (optional)		
List account number(s) here (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
+

or

Employer identification number
+

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.)

Sign Here

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 9
Broker transactions	Exempt recipients 1 through 13. 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 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

² 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. 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.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
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

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

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

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

⁴ 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.

