

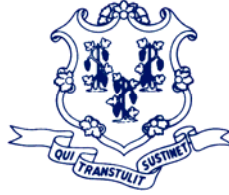
# The Connecticut General Assembly

## Joint Committee on Legislative Management

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

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

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



James A. Amann  
*Speaker of the House*

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

May 8, 2006

TO: All Proposers of Record

FROM: Melissa Bartolomeo

RE: Legislative Office Building Generator Fuel Tank Replacement  
Response to Proposer Questions and Request for Proposal Clarifications

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The following responses to proposer inquiries and Request for Proposal clarifications are provided to those vendors who have received the Connecticut General Assembly's Request for Proposal for Legislative Office Building Generator Fuel Tank Replacement.

Please note that the deadline for receipt of all proposals is 4:00 p.m. Friday, May 12, 2006, in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

## PROPOSER QUESTIONS AND RESPONSES

- 1) Has the underground tank been cleaned?

No. The awarded vendor is responsible for closing the tank in compliance with DEP regulations.

- 2) Can the crane temporarily located behind the Legislative Office Building (LOB) be used to lift the fuel tank?

There is a crane currently located by the loading dock of the LOB being used for roof replacement. Any proposed subcontracting arrangements must be made directly with the contracted roofing vendor, C&M Exterior Renovations, South Windsor CT. Any subcontracting arrangements must be disclosed in the proposal.

- 3) Does the contractor need to provide a temporary generator while work is in process?

No. Work will take place during weekend hours. The building will be closed but is staffed 24/7 by the State Capitol Police.

- 4) Is there enough length in the existing generator cables to accommodate the raised elevation?

No. The power and control cables will need to be extended.

- 5) What is the weight of the generator?

The tag affixed to the generators says the weight is approximately 16,300 lbs. Proposers are responsible for verifying the weight.

## CLARIFICATIONS TO REQUEST FOR PROPOSAL

- 1) Detailed drawings and technical specifications have been issued from our engineering contractor. They are available upon request.
- 2) Closing of the underground fuel tank is a required portion of this RFP as indicated on Note 19 of the drawing.

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## REQUEST FOR PROPOSAL

### GENERATOR FUEL TANK REPLACEMENT LEGISLATIVE OFFICE BUILDING

### JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

### CONNECTICUT GENERAL ASSEMBLY

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

**DATE:** May 12, 2006

**TIME:** 4:00 PM

Issued 4/13/06

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## **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 Office of Legislative Management is seeking qualified vendors to replace the generator fuel tank at the Legislative Office Building, 300 Capitol Ave. Hartford.

### **1.2 Terminology**

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

- (a) “Commission” - Commission on Human Rights and Opportunities;
- (b) “Contract” - Agreement signed by parties to formalize the acceptance by the State of an offer of a Respondent to furnish the services described herein at the stated prices in response to the Request for Proposals;
- (c) “JCLM” - Joint Committee on Legislative Management, through the office of legislative management;
- (d) “OLM” Office of Legislative Management;
- (e) “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;
- (f) “Respondent” - Person, firm or corporation submitting a proposal in response to a request for proposals;
- (g) “RFP” - Request for proposal
- (h) “State” - The Connecticut General Assembly acting by and through the Executive Director of the Office on Legislative Management;

### 1.3 Contact Information

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

**Telephone:** (860) 240 – 0100

**Fax:** (860) 240 – 0122

**E-mail:** [melissa.bartolomeo@cga.ct.gov](mailto:melissa.bartolomeo@cga.ct.gov)

## PART 2 SCOPE OF WORK

### 2.1 Overview

The Joint Committee on Legislative Management, through the Office of Legislative Management, (JCLM) seeks proposals to replace the external generator fuel tank located in the rear of the Legislative Office Building. This project will require the following:

- (a) Disconnect the existing (2) 1” RGS conduits and control wiring for the generator back to the existing fittings.
- (b) Disconnect the existing (3) 4” conduits with four # 600 MCM C4 and one #1 ground in each conduit from the generator.
- (c) Raise the existing 500 KW emergency generator off its concrete pad.
- (d) Supply and install a new 1,000 gallon fuel oil belly tank, anchor the tank to the concrete pad.
- (e) Install new RGS sweeps and waterproof j-top. Extend three new 4” RGS conduits with four #600 MVM C4 and one # 1 ground in each conduit to the generator, extend the 1’ RGS conduits and control wiring to the generator to accommodate the new fuel oil belly tank.
- (f) Set the generator on top of the new fuel tank; anchor the generator to the fuel oil tank
- (g) Reconnect all conductors and control wiring to the generator.
- (h) Perform a test of the generator with a designated representative of the Office of Legislative Management.
- (i) Work must be scheduled for a Saturday or Sunday and the work day must be approved by a designated representative of the Office of Legislative Management in writing prior to final scheduling.
- (j) Work must be completed before the opening of the building Monday morning.

- (k) Respondents may use subcontractors in the completion of this project. Detailed documentation regarding subcontractors, including qualifications, experience and work to be completed by each subcontractor, must be submitted as part of the respondent's proposal. Subcontractors must be accepted in writing by an approved representative of OLM prior to contract award.
- (l) Technical Specifications and Drawings, Sheets C1 attached - "LOB Generator Fuel tank Replacement" prepared by BVH Integrated Services, 50 Griffin Street South, Bloomfield, Connecticut 06002 (Vendors downloading this Request for Proposal from the DAS Portal may contact Melissa Bartolomeo in the Office of Legislative Management, Suite 5100 Legislative Office Building, Hartford, CT 06106, 860-240-0100 in order to receive these sheets).

## **2.2 Mandatory Requirements**

Respondent must explain how their proposal will address the requirements of the JCLM in detail including proposed fuel oil tank.

### **2.2.1 Experience**

The respondent must:

- (a) Describe the company's experience with projects similar to that described in this RFP.
- (a) Provide documentation demonstrating a minimum of five years proven successful experience.

### **2.2.2 References**

Describe three (3) similar projects that can be used as references for your company. For each such reference include:

- (a) Name, title, address and telephone number of reference;
- (b) Overview of the project;
- (c) Date and length of the project;
- (d) Total fees associated with the project.

### **2.2.3 Cost**

Respondent must provide the total cost of completing this project as specified.



## **PART 3 Evaluation of Proposals**

### **3.1 Proposal Evaluation Method**

#### **3.1.1 Mandatory Requirements**

OLM contracting personnel will review proposals submitted to determine if the mandatory submission requirements listed in section 4.1 have been addressed.

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

#### **3.1.2 Qualitative Elements**

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

- (a) Respondents understanding of the requirements
- (b) Professional experience of company
- (c) References
- (d) Cost

#### **3.1.3 Evaluation**

Once it is determined that a proposal contains the mandatory submission requirements, the qualitative elements of the proposal will be evaluated to determine the lowest qualified proposal.

#### **3.1.4 Debriefing Procedure**

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

## **PART 4 Proposal Documentation**

### **4.1 Required Administrative Documentation**

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

- (a) Proposals must be sent to the Office of Legislative Management, Room 5100; Legislative Office Building, Hartford, Connecticut 06106 to the attention of Melissa Bartolomeo.
- (b) Please note only sealed written proposals will be accepted;
- (c) An original and two (2) copies of your proposal must be submitted;

(d) The respondent must indicate on the front of the envelope:

**SEALED PROPOSAL:** Generator Fuel Tank Replacement

**DEADLINE FOR RECEIPT:** May 12, 2006 – 4:00 PM

(e) Evidence of professional experience;

(f) A minimum of three (3) current references :

- 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.

(g) Attachment D indicating the total proposed project price, and any prompt payment discount.

(h) Vendor profile. (See attached)

(i) W-9 form. (See attached)

(j) A corporate resolution or notarized proof of authorization indicating authority to submit this proposal on behalf of the firm. The Respondent should submit documentation which resembles either the attached sample resolution or sample authorization. (Attachment A)

(k) Completed Certification Form. (Attachment B)

(l) A list of proposed subcontractors, if any.

(m) Bid Bond in the amount of ten percent (10%) of the total proposed contract cost is required to be submitted with the proposal. Failure to furnish a bid bond in the proper form and amount by the time set for opening of proposals will be cause for rejection of the proposal. A bid bond shall be in the form of a firm commitment as follows: a bid bond on a surety company licensed in the State of Connecticut; a postal money order; certified check; or cashier's check. Bid guarantees other than bid bonds will be returned (a) to unsuccessful proposers as soon as practical after the opening of proposals, and (b) to the successful proposer upon execution of such further contractual documents and bonds as be required by the proposal Bid Bond.

#### **4.2 Technical Documentation**

Outline of how the respondent intends to address the requirements of JCLM, including an outline of work schedule and work plan.

### 4.3 Awarded Vendor Requirements

The following documentation must be submitted after contract execution but prior to the issuance of formal purchase order and the start of work

- (a) Insurance Certificate issued at the required minimum levels. The awarded vendor must name the JCLM as an additional insured. (Attachment C)
- (b) The awarded vendor to whom the award is made may be required to furnish a performance bond for the protection of the CGA in accordance with Section 49-41(b) of the Connecticut General Statutes in an amount equal to the total proposal amount within fifteen (15) days of notification of award and prior to the execution of the contract.
- (c) Provide all materials warranties and workmanship warranties upon completion of the project.
- (d) Detailed work schedule.
- (e) Detailed work plan.

<b>PART 5 Contractual Provisions</b>
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### 5.1 Formation of a Contract

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

#### 5.1.1 Contract Creation

This section serves as a notification to respondents that:

- (i) the state's acceptance of the respondents offer to furnish the services required in this request for proposals shall result in a contract between the respondent and the state which shall bind the respondent 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 respondent, and the state on its part to order from the respondent, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, the services provided for in this request for proposals; and
- (ii) all the provisions of this request for proposals shall be included in the terms and conditions of said contract, except to the extent provided otherwise in an agreement executed by the state and the respondent subsequent to the receipt of said proposal by the state.

#### 5.1.2 Contract Execution

The respondent 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 respondent and the State.

### **5.1.3 Term of Contract**

The term of the contract shall begin upon the execution of contract and the issuance of the formal purchase order. The term of the contract shall extend from the date of contract execution thru June 30, 2006, with the option of extending the contract.

### **5.1.4 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.

### **5.1.5 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 respondent begins any work.

### **5.1.6 Governing Law:**

This request for proposals 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 respondent of a written notice of termination. The notice of termination shall be sent by registered mail to the respondent address furnished to the state for purposes of correspondence or by hand delivery. Upon receipt of such notice, the respondent 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 respondent 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 respondent shall be entitled to reasonable compensation as determined by the state, however, no compensation for lost profits shall be allowed.

## **5.2 Contract Breach**

### **5.2.1 Failure to Perform**

Failure of the respondent 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 respondent 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.

### **5.2.2 Rejection**

Any services rendered by the respondent 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.

### **5.2.3 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 respondent will be paid for all the work performed or commodities provided up to the time of cancellation.

## **5.3 Accounting Records**

The respondent, 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 respondent shall make such accounts and records accessible to authorized state officials for the purpose of audit and examination. Records must be maintained for a minimum of three years from completion of contract work.

## **5.4 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 respondent.

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

## **5.5 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.

## **5.6 Respondent's Guarantees**

The respondent hereby agrees and guarantees:

- (a) To perform any contract awarded in accordance with the specifications, terms and conditions contained in this RFP.
- (b) To indemnify, defend and save harmless the State of Connecticut and its officers, agents and employees from any and all claims, and losses, including contractual, casualty and workers' compensation claims, accruing or resulting to any and all persons, firms or corporations as a result of any injury or damage caused by the respondent in performance of the contract.

## **5.7 Freedom of Information**

### **5.7.1 Freedom of Information Act**

Due regard will be given to the protection of proprietary information contained in all proposals received; however, Respondents 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.

### **5.7.2 Proprietary Information**

It will not be sufficient for Respondents 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 respondent 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 respondent 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.

### **5.7.3 Administrative Authority**

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

## **5.8 Discounts**

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

## **5.9 Human Rights and Opportunities**

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

Any respondent must agree to comply with the regulations 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 respondent agrees and warrants that in the performance of the contract such respondent 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 respondent 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 respondent 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 Respondent that such disability prevents performance of the work involved;

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

(3) The respondent agrees to provide each labor union or representative of workers with which such respondent has a collective bargaining agreement or other contract or understanding and each vendor with which such respondent has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the respondent's

commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The respondent 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 respondent 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 respondent as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the respondent agrees and warrants that he will make good faith efforts to employ minority business enterprises as respondent and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small respondent 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 respondent's good faith efforts shall include but shall not be limited to the following factors: The respondent'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 respondent shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The respondent 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 respondent 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 Respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the respondent 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 respondent agrees and warrants that in the performance of the contract such respondent 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 respondent agrees to provide each labor union or representative of workers with which such respondent has a collective bargaining agreement or other contract or understanding and each vendor with which such respondent 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 respondent's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The respondent 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 respondent 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 Respondent which relate to the provisions of this section and section 46a-56.

(b) The respondent 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 Respondent 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 Respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the respondent 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 Respondents and subcontractor.

(b) The commission may, when it is deemed in the best interests of the state, exempt a Respondent 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 Respondent which are in all respects separate and distinct from activities of the Respondent 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 respondent 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 respondent and (B) the respondent 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 respondent has adopted policies consistent with such statutes. The commission shall make such a determination as to whether the respondent 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 respondents 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 Respondent, until such respondent has satisfied the commission that such respondent 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 Respondent, 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 respondent, subcontractor or supplier of materials knowing (A) that such other respondent, 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 respondent, 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 respondent, 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 Respondents required to file compliance reports (Conn. Gen. Stat. 46a-68e)**

Each respondent shall file, and shall cause each of his respondents 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 respondent 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 respondent 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 respondent, the respondent 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 respondent 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. Bidders may receive copies of these documents upon request.

### **5.11 Health Insurance Portability and Accountability Act (HIPAA)**

Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractor or agents, Bidder must enter into a subcontract which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the (HHS) Privacy Regulations. At termination of this contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

## **PART 6 Procurement Schedule**

### **6.1 Issue the RFP**

The RFP was issued on April 13, 2006

## **6.2 Meeting and walk-through**

A non-mandatory proposers' meeting will be held on Thursday, April 27, 2006 at 10:00 am in the Legislative Office Building Suite 5100, Hartford, Connecticut. An inspection of the major components of the generator, existing fuel tank and site will be conducted at that time.

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

## **6.3 Deadline for questions**

All questions must be submitted in writing by Friday, April 28, 2006. These submissions must be addressed to the attention of Melissa Bartolomeo at the Office of Legislative Management; Legislative Office Building; Room 5100, Hartford, CT 06106-1591.

## **6.4 Amendments to request for proposal**

All amendments to the RFP and response to written questions will be published by Friday, May 5, 2006.

## **6.5 Proposal delivery**

All sealed proposals must be delivered by **May 12, 2006 – 4:00 PM** to the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut

## **6.6 Contract Award Process**

The contract award process will begin once all proposals are reviewed.

<b>PART 7 Reserved Rights</b>
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## **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 request for proposals.

## **7.2 Disqualification from Submitting Proposal**

### **7.2.1 Disqualification from Bidding on 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 respondent;
- (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 respondent, 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 respondent or supplier; or

(6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state respondent, 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 respondent'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 respondent 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.



ATTACHMENT A



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

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

**Title:** Generator Fuel Tank Replacement

**Revised:** 1/2006

**Page:** 1 of 2

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**SAMPLE CORPORATE RESOLUTION**

CERTIFICATION OF AUTHORITY

(DATE)

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

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date and that \_\_\_\_\_ (*name of authorized signer*), is duly elected \_\_\_\_\_ (*title of authorized signer*) of this Corporation.

Attest:

(Affix Corporate Seal Here)

Date: (*Date of meeting*)

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

(*Printed Name of Clerk*)

Clerk

**SAMPLE PROOF OF AUTHORIZATION**

**PROOF OF AUTHORIZATION**

*(LOCATION)*

*(DATE)*

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

Attest:

*(Affix Corporate Seal Here)*

Date: *(Date of notary signature)*

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

*(Printed Name of Notary)*

Notary Public, *(State of Commission)*

Commission Expires: *(Date commission expires)*



ATTACHMENT B

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

**CERTIFICATION FORM**

**Title:** Generator Fuel Tank Replacement

**Revised:** 1/2006

**Vendor Name:**

**Page:** 1 of 1

**Vendor Address:**

**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:

- 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;
- 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;
- 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;
- The Proposer has no knowledge of the specific Proposal contents prior to actual receipt of the Proposal;
- 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 proposed on Attachment D.

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

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

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

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

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

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

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

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



## ATTACHMENT C

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

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### INSURANCE CERTIFICATE

**Title:** Generator Fuel Tank Replacement

**Revised:** 1/2006

**Page:** 1 of 1

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

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

2. The Comprehensive General Liability Limits Shall Be:

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

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

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

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

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

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

ATTACHMENT D

**PROPOSAL PRICING PAGE**  
**GENERATOR FUEL TANK REPLACEMENT**

TOTAL COST FOR FUEL TANK REPLACEMENT \$ \_\_\_\_\_

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

**Please provide one (1) original and two (2) loose leaf copies of your proposal.**

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



# 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	
<small>WRITE/TYPE SSN/FEIN NUMBER ABOVE</small>			
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE:    A. SALE OF COMMODITIES    B. MEDICAL SERVICES    C. ATTORNEY FEES    D. RENTAL OF PROPERTY <span style="float: right;"><small>(REAL ESTATE &amp; EQUIPMENT)</small></span>			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
VENDOR ADDRESS	STREET	CITY	STATE    ZIP CODE
<small>Add Additional Business Address &amp; Contact information on back of this form.</small>			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS	STREET	CITY	STATE    ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:	
CELLULAR:		2 <sup>ND</sup> PAGER:	
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:	
2 <sup>ND</sup> FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
<b>← SIGN HERE</b>			
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			
<b>FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	
		<input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI	
<b>If EDI was selected, give us a person to contact in your company to set up EDI:</b>			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
<b>FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	
		<input type="checkbox"/> USPS MAIL	

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number
+

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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

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

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

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



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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

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

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

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

### Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

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

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

## Privacy Act Notice

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

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

