

The Connecticut General Assembly

Joint Committee on Legislative Management

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REQUEST FOR PROPOSAL

2007 SOCIAL HEALTH INDEX

FOR THE CONNECTICUT COMMISSION ON CHILDREN JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

CONNECTICUT GENERAL ASSEMBLY

Contract #: JCLM07PSA0025

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 22, 2007

TIME: 5:00 p.m.

Issued May 24, 2007

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Attachment C	Certification Form
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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 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 Connecticut Commission on Children (COC) was established in 1985 by the Connecticut General Assembly. Its responsibilities include: (a) the assessment and coordination of state programs affecting children; (b) the review of statutes concerning children; (c) advising and providing information to the Governor and General Assembly on the state's policies, budgets and delivery systems as they affect children; and (d) conducting studies in areas of concern affecting children's issues.

Pursuant to Section 46a-131a of the Connecticut General Statutes, the COC is charged with developing "an annual social health index report for the State of Connecticut to monitor the social health of its citizens and assist the state in analyzing and publicizing social health issues and in evaluating the state's progress in addressing these issues." The COC is soliciting proposals for the planning, preparation and dissemination of a "social health index" that will assess how factors such as education, safety, income, health-care and housing impact the well-being of children in the State of Connecticut. This index will be utilized to assist the executive, legislative and judicial branches in the development of effective public policy as it impacts the status of children in the state. This will be one of several such indices utilized and disseminated by the COC since its creation as a legislative commission. Similar indices have been prepared since 1994.

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 proposer to furnish the services described herein at the stated prices in response to the request for proposals;

- (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) “Proposer” - 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 of Legislative Management;
- (i) “COC” - Connecticut Commission on Children

1.3 Contact Information

Mail: Attention: Linda J. 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 Connecticut Department of Administrative Services Request for Proposal and Invitation to Bid 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 Connecticut Commission on Children (COC), through the Office of Legislative Management (OLM) is seeking proposals from qualified and experienced consultants to provide the following services for developing the methodology to create the social health index and compile one social health index study (referred to as “The Social State of the State of Connecticut”), including: data collection; data planning; data analysis; index report writing; public distribution; and preparation of report for website placement.

2.2 Administrative Requirements

Proposals shall address the following administrative requirements:

2.2.1 Company Experience and References

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

(a) The company's experience with projects similar to that described in this RFP;

(b) Company project 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.

(c) Description of the company, including:

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

2.2.2 Individual Experience and Knowledge

The proposal shall include documentation of the following in regards to the qualifications of personnel assigned to complete this project:

(a) A list of specific personnel assigned to the project;

(b) Evidence of at least five years of experience in the research and design of social health index projects similar to that described in this RFP;

(c) Evidence of at least five years of experience focusing public attention on pertinent indicators, informing public policy makers with a unified view of social issues, and creating an accessible information source about social trends in an area;

(d) Evidence of previous experience regarding publications on social health indices or child well-being indices and the methodology for such research (minimum of three publications);

(e) Evidence of involvement in data collection of social indicators from state and federal agencies;

- (f) Evidence of experience with written analyses of social health data, including current and future trends analysis;
- (g) Experience with dissemination of findings on social indicators with expertise in target outreach;
- (h) Experience in analytic state comparisons of state indices and state to nation comparisons;
- (i) Experience in the design of social health indicators or quality of life indicators and analyses for towns and cities;
- (j) Experience in policy analysis resulting from social health indicator findings;
- (k) Experience in working with state government policy leaders to capture indicators most indicative of quality of life for children and families;
- (l) Description of educational qualifications including professional association memberships;
- (m) Similar reference projects for each such reference including:
 - 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.

2.2.4 Compensation

The compensation for services shall be in accordance with the proposal submitted by the contractor, except as negotiated and amended in writing by both the COC and the contractor, and upon receipt of properly prepared invoices. All proposals shall include a detailed listing illustrating the costs associated with each aspect of this project. The total cost must also be entered on the Proposal Pricing Page included in Attachment D. Proposers shall also detail any additional costs for which reimbursement will be sought in their proposal and indicate these costs on the Proposal Pricing Page included with this RFP in attachment D.

Discounts must be reflected in the base price in the RFP and indicated in Attachment D. Any prompt payment discounts shall be itemized in the RFP. Other discounts will not be considered when determining which contractor has the lowest proposed price.

Payments are made in arrears within (45) forty-five days of receipt of an invoice. The compensation for services is paid in accordance with the proposal submitted by the awarded vendor, except as negotiated and amended in writing by both the COC and the awarded vendor.

The allotted budget for provision of these services is approximately \$40,000 contingent upon passage and approval of the Fiscal Year 2008 budget for the Commission on Children and approval of grant funding from the Graustein Memorial Fund of New Haven, Connecticut.

2.3 Technical Requirements

Proposals from qualified and experienced consultants shall address the following technical requirements:

2.3.1 Social Health Index Methodology

- (a) Create a research plan for the collection of specific social health index data that addresses data planning, data collection, and data analysis. This plan should focus on thirty year trend lines, compiled from state and federal agencies and other sources. Data should include, but not be limited to, the categories of: education (high school dropouts); safety (child abuse, youth suicide, violent crime); income (unemployment, average weekly wages, income variation); health care (infant mortality, teenage births, health care costs); and housing (affordable housing).
- (b) Work with the COC, state and philanthropic partners to determine which additional indicators might be used in the Index. New indicators might include such items as fourth grade reading scores, school readiness, expulsion and suspension rates, hate crimes and other such items.
- (c) Create a formula to develop a single digit indicator that summarizes all the indicators in the Index and represents the sum of its parts and reflects the overall social health of Connecticut. This indicator shall be tracked and analyzed over a period of time for the public.
- (d) Work with the Commission on Children and other state and philanthropic partners to plan the design, layout and distribution of the Index.
- (e) Provide documentation that describes in detail the final research methodology.

2.3.2 Social Health Index Research and Writing

- (a) Collect and analyze appropriate social health data as determined in the planning stage (section 2.3.1).
- (b) Perform all research for the creation of the 2007 Social Health Index report.
- (d) Write, design, format and print approximately 3,000 copies of the 2007 Social Health Index report, including consumer-friendly graphs and cogent analysis of findings.
- (e) Meet with the COC staff and other state and philanthropic partners to plan, conduct and review the work, including a few meetings to be determined in Hartford, Connecticut.
- (f) Preparation of report for website placement.
- (g) Participate in up to three public events in Connecticut to publicly release the 2007 Social Health Index report.

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 Examination of Documents and Work Site

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.

2.3.5 Ownership of Work

All research, methodology developed, documentation of methodology and the Social Health Index report produced in association with this contract shall be the sole property of the Connecticut Commission on Children. No property rights nor copyright rights shall be retained by the awarded vendor.

PART 3 EVALUATION OF PROPOSALS

3.1 Mandatory Requirements

OLM 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 OLM may schedule times for some or all proposers 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)

- (a) Overall Approach
- (b) Proposers understanding of the requirements
- (c) Clarity of Submission
- (d) Professional experience and references of the company
- (e) Professional experience and references of the personnel

- (f) Quality of list of references from current clients for whom similar services have been provided.
- (g) Appropriateness of the proposed fee structure

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). Proposals will be reviewed by an evaluation committee comprised of staff and commissioners of the COC and other members to be determined.

3.5 Debriefing Procedure

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

PART 4 PROPOSAL CONTENTS

Proposers 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 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 four (4) copies of your proposal must be submitted. These proposals shall be secured with a paper clip or rubber band, please do not use staples;
- (d) The proposer must indicate on the front of the envelope:

SEALED PROPOSAL: 2007 Social Health Index

DEADLINE FOR RECEIPT: June 22, 2007

- (e) Company experience and references: Evidence of company's experience, references (at least three for whom comparable services have been provided), and a description of the firm;
- (f) Individual experience and knowledge: Provide the name of the lead individual who will have major responsibility as well as all other personnel assigned to this project, and include resumes and a discussion of their background and experience;

- (g) Notarized Proof of Authorization: The proposer must submit a form of a notarized proof of authorization. The proposer has the option of satisfying this requirement by either submitting a corporate resolution or proof of authorization. The proposer 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).
- (h) Certification Form. (Attachment C)
- (i) Proposal Pricing Page. (Attachment D)
- (j) Vendor profile. (Attached H)
- (k) W-9 form. (Attached I)
- (l) Campaign Contribution Ban Acknowledgement Form (CCBA): The proposer must complete and submit the Campaign Contribution Ban Acknowledgement Form required by Public Act 07-1 and included in this RFP. Please refer to the following website for additional information: <http://www.cga.ct.gov/OLM/bids2.asp>. (Attachment E.)
- (m) Gift Affidavit: The proposer must complete and submit the Gift Affidavit as described in section 5.1.2 in this RFP and included in this RFP. Pursuant to Conn. Gen. Stat. Sec. 4-252(e)(1), the planning date which should be referenced in the affidavit is February 1, 2007. (Attachment F)

4.2 Technical Documentation

The following technical documentation shall be included with the proposal:

- (a) Tentative work plan and schedule: Proposals shall include a tentative work plan and time schedule that addresses the proposed project scope and timetable outlined in this RFP.
- (b) Schedule of values: A detailed budget of proposed fees for this project, including an explanation of how fees are determined (per diem, per hour, per project or other) as well as any other project expenses. Proposers should submit a final firm, fixed price on the proposal pricing page (Attachment D).
- (c) Approach and methodology: The proposer must submit a detailed description of the proposed methodology and approach to be undertaken to achieve the end results required to compile this index.
- (d) Qualifications Documentation: Provision of documentation as outlined in Section 2.2 (Administrative Requirements) of this RFP.

4.3 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 E. The proposer must name the JCLM as an additional insured;

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 F.
- (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 February 1, 2007.

5.2 Formation of a Contract

Upon acceptance of the proposal, OLM 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 one year and extend from June 15, 2007 till February 28, 2007. 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 24, 2007.

6.2 Deadline for Questions

All questions must be submitted in writing by 5:00 p.m. June 8, 2007. These submissions must be addressed to the attention of Linda Voghel at the Office of Legislative Management, Room 5100 Legislative Office Building., Hartford, CT 06106-1591; or email at 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 pm on June 14, 2007.

6.4 Proposal Delivery

All sealed proposals must be delivered by 5:00 p.m. on June 22, 2007 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 the evaluation committee.

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.



VENDOR EVALUATION FORM ATTACHMENT A

2007 Social Health Index, Commission on Children
JCLM07PSA0025

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: 2007 Social Health Index
Name of Vendor: [Insert Name of Vendor]
Evaluation Contact: [Insert Evaluation Contact Name]
Date: [Insert Date of Evaluation]

	Outstanding	Very Good	Fair	Poor
1. Overall approach				
2. Proposers understanding of the requirements				
3. Clarity of submission				
4. Professional experience and references of the company				
5. Professional experience and references of the personnel				
6. Quality of list of references from current clients for whom similar services have been provided				
7. Appropriateness of proposed fee structure				



**CORPORATE RESOLUTION AND
PROOF OF AUTHORIZATION
FORM**

ATTACHMENT B

2007 Social Health Index, Commission
on Children
JCLM07PSA0025

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:

(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)*



CERTIFICATION FORM

ATTACHMENT C

2007 Social Health Index, Commission
on Children
JCLM07PSA0025

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

ATTACHMENT D

2007 Social Health Index, Commission
on Children
JCLM07PSA0025

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

Index Methodology Development

- 1. Index Data Planning: \$ _____
- 2. Data Collection: \$ _____
- 3. Data Analysis: \$ _____
- Total Cost for Index Methodology: \$ _____

2007 Social Health Index Report

- 4. Research for creation of report (data analysis and collection): \$ _____
- 5. Index Report Writing (including design/layout): \$ _____
- 6. Meetings with COC staff and project partners: \$ _____
- 7. Printing of report (3,000 copies): \$ _____
- 4. Public Release and Distribution (media activities, lectures, meetings),
approximately three events: \$ _____
- 5. Preparation of report for website placement: \$ _____
- Total Cost for Report: \$ _____
- TOTAL COST OF SOCIAL HEALTH INDEX PROJECT:** \$ _____

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: _____



**CAMPAIGN CONTRIBUTION
BAN ACKNOWLEDGEMENT
FORM**

ATTACHMENT E

2007 Social Health Index, Commission
on Children
JCLM07PSA0025

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

NOTICE TO LEGISLATIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the second and third page of this form.):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract solicitation* with or from a state agency in the legislative branch shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any State Contractor or Prospective State Contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties— Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The state will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Receipt acknowledged: _____ (signature) _____ (date)

Print name: _____ Title: _____

Company Name: _____

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban" Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.



GIFT CERTIFICATION

ATTACHMENT F

2007 Social Health Index, Commission
on Children
JCLM07PSA0025

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

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

I, _____ (Type/Print Name of Official authorized to execute the contract) am authorized to execute the attached contract on behalf of the _____ (Name of Organization), the “Contractor”. I hereby certify that between February 1, 2007 through the contract execution date that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the RFP for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

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

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

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

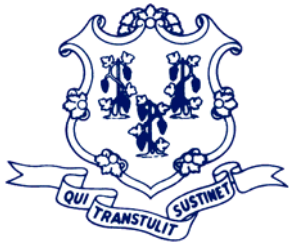
Signature _____
Date

[Title of Official Authorized to execute the contract]

[Name of Firm Authorized to execute the contract]

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

Commissioner of the Superior Court, Notary Public



INSURANCE REQUIREMENTS

ATTACHMENT G

2007 Social Health Index, Commission
on Children
JCLM07PSA0025

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.

STATE OF CONNECTICUT - AGENCY VENDOR FORM

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

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.

