Housatonic Community College

HCC 13-007

Food Service & Vending Service for Housatonic Community College

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STATE OF CONNECTICUT

SEALED BID # HCC 13-007

FOOD SERVICE & VENDING SERVICE
FOR HOUSATONIC COMMUNITY COLLEGE

Mandatory Pre-Bid Site Inspection: Friday, December 7, 2012 (10:00 a.m.)

Issued: Tuesday, November 27, 2012

Questions due no later than: Friday, December 14, 2012 by 4:00pm

Questions Addendum to be posted on the DAS Portal: Tuesday, December 18, 2012

RFP response is due no later than: Wednesday, December 26, 2012 (9:00 a.m. EST)
This is a SEALED BID - No faxed or emailed responses will be accepted

Issued by: Patricia Kurowski, Fiscal/Administrative Officer
Housatonic Community College - Purchasing Dept - Lafayette Hall - Room A104
900 Lafayette Blvd
Bridgeport CT 06604-4704
Phone: 203-332-5191
Fax: 203-332-5248
E-mail: pkurowski@hcc.commnet.edu

Housatonic Community College
900 Lafayette Blvd.
Bridgeport, CT 06604

Sealed Bid: HCC 13-007

Food Service & Vending Service for
Housatonic Community College

RFP Number: **HCC 13-007**

RFP Posted: November 27, 2012

RFP Due Date: December 26, 2012 RFP Due Time: 9:00 A.M.

Return RFP to: Housatonic Community College
RFP HCC 13-007
Patricia Kurowski/Purchasing Dept.
900 Lafayette Blvd.
Bridgeport, CT 06604

Purchasing Contact: Patricia Kurowski Phone # 203-332-5191
pkurowski@hcc.commnet.edu

Housatonic Community College
900 Lafayette Blvd.
Bridgeport, CT 06604

RFP HCC 13-007

Cafeteria/Vending Services for Housatonic Community College

INSTRUCTIONS

1. RFP Schedule
   Release of RFP: November 27, 2012
   Mandatory Pre-Proposal Site Inspection: Friday, December 7, 2012 10:00 A.M.
   Receipt of Questions: Friday, December 14, 2012 by 4:00 P.M.
   Questions Addendum Issued: Tuesday, December 18, 2012
   Proposal Due Date: Thursday, December 26, 2012 (9:00 A.M. EST)

2. Questions
   All questions regarding this RFP shall be conveyed in writing via email to: Patricia Kurowski at pkurowski@hcc.commnet.edu. All questions received by Friday, December 14, 2012 will be answered in an Addendum issued on December 18, 2012. Potential Bidders are urged to check the DAS website daily for any Addendums that may be issued. Failure to sign and return any and all addendum acknowledgements with your proposal may be grounds for rejection of the proposal response.

3. Mandatory Pre-Proposal Site Inspection

   A mandatory pre-proposal site inspection will be held for all bidders concerning this contract. All parties interested in bidding for this contract will meet on Friday, December 7, 2012 10:00 a.m. at the College Information Desk – Lafayette Hall. Only those contractors present and signed in for the mandatory pre-proposal site inspection will be allowed to submit a proposal.

4. Proposal Submission

   Proposals must be submitted in a SEALED envelope or container, clearly marked with the identification, "RFP #HCC 13-007," as well as the date and the name and address of the proposer. Emailed, faxed or unsealed proposals will not be accepted under any circumstances.

   Submit proposals to:

   Housatonic Community College
   RFP HCC 13-007
   Attn: Patricia Kurowski
   900 Lafayette Blvd (Rm 104A)
   Bridgeport, CT 06604

   Proposals may be mailed or delivered in person to the above address and must arrive by December 26, 2012 (9:00 a.m.) Proposals received after that date and time will not be accepted or opened, regardless of the reason. Postmark dates will not be considered as the basis for meeting the submission deadline. Proposals will be publicly opened at 10:00 a.m. in Room A104 (Lafayette Hall). Due to the RFP format only the names of the respondents will be read. All other information will be considered confidential until after review by the Purchasing Department and award of the final contract.

STATE OF CONNECTICUT

RFP NO. HCC-13-007

PROPOSER'S CHECKLIST

READ CAREFULLY

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

1.____ The Proposal, (HCC-RFP-26) must be signed by a duly authorized representative of the company. Unsigned proposals may be rejected.

2.____ The Price Schedule you have offered has been reviewed and verified.

3.____ The payment terms are **Net 45 Days**. Net terms for periods less than 45 days (Example: Net 30) may result in proposal rejection. You may offer cash discounts for prompt payment.

Exception : State of CT Small Business Set-Aside Proposal payment terms shall be in accordance with CGS 4a-60j.

4.____ Any technical or descriptive literature, drawing or proposal samples that are required have been with the proposal.

5.____ If required, the amount of the proposal surety has been checked and the surety has been included.

6.____ Any addenda to the proposal have been signed and included with the proposal.

7.____ The envelope has been:
a. _____marked with the RFP Number and the RFP Due Date and
b. _____addressed to:

Housatonic Community College
900 Lafayette Blvd
Bridgeport CT 06604-4704
Attention: Patricia Kurowski - Purchasing Dept, Lafayette Hall Room A104

8.____ The proposal number on your hand-marked return envelope exactly matches the RFP number inside the envelope.

9.____ Mail, Express Mail or hand-deliver your proposal in time to be received and date/time stamped by Purchasing Dept. no later than the designated RFP due date and time. Late proposals are not any circumstances. Allow ample time if mailing your proposal. **Hand-delivered proposals must be delivered to Patricia Kurowski, Purchasing Dept, Lafayette Hall Room A104, 900 Lafayette Blvd. Bridgeport CT 06604**

10. ____ Form HCC-45 Bidder Contract Compliance Monitoring Report must be completed entirely, regardless the number of employees, even if the company is family owned and/or operated and must be submitted with each proposal or the proposal may be rejected.

11. ____ This checklist does not need to be returned with your proposal.

Request for Proposals

FOOD SERVICE & VENDING SERVICE for Housatonic Community College

Overview

Housatonic Community College is requesting Proposals from qualified professional food service vendors for the operation of the Housatonic Community College food and vending service program throughout the year for approximately 6,000 students in associate degree or certificate programs. The food service vendor shall operate in a manner that provides the best quality food and service at the lowest possible prices while yielding a financial return in the form of a commission to the College.

The College includes one campus location at 900 Lafayette Boulevard, Bridgeport, CT 06604. The College has two cafeterias on campus in separate buildings, including a fully equipped kitchen, serving areas and dining areas. In addition, all necessary utilities for the operation of the cafeterias shall be provided by the College. Due to the fact that the State plans on awarding to one vendor, Proposer shall provide service in all campus locations listed.

Scope of Services

1. Food Service Schedule:

The College year is comprised of Fall, Intersession (Winter), Spring and Summer Semesters. They extend from approximately: the 1st week of September through the 3rd week in December for Fall; the 4th week in December through the 2nd week in January for Intersession; the 3rd week in January through the 3rd week in May for Spring; and the 1st week in June to the 2nd week in August for Summer. This does not prevent the Cafeteria from being open beyond the above mentioned time periods. Food service shall be provided in accordance with the following schedule:

2. Minimum Hours of Operation

1.a Fall and Spring Semesters (when classes are in session)

Monday through Thursday	7:45 a.m. to 8:00 p.m.
Friday	7:45 a.m. to 1:30 p.m.
Saturday	8:00 a.m. to 1:30 p.m.

1.b Summer session - Limited schedule

1.c Intersession – Limited schedule

Monday through Friday	8:00 a.m. to 1:30 p.m.

2. When classes are not scheduled, but the College is open

Monday through Friday	8:00 a.m. to 1:30 p.m.

The cafeteria operation shall not be available whenever the College is officially closed for holidays, inclement weather or other conditions beyond the control of the College.

The College reserves the right to expand or modify its class schedule as conditions warrant and, upon request, the food service vendor shall modify its cafeteria operations as appropriate.

3. Food Service Staff

The food service vendor shall maintain an adequate staff of employees, especially during peak operation, to insure efficient, satisfactory and courteous operation of the contracted food service, and shall provide qualified substitute personnel to fill vacancies as they occur.

All employees furnished by the food service vendor must submit to periodic health exams as frequent and as stringent as may be required by the College/State; and must submit to the Director of Finance and Administrative Services satisfactory evidence of compliance with all State and Federal Health Regulations.

All employees of the Contractor shall be considered to be solely in the Contractor's employ. All employees must be bondable or the Contractor accepts all liability of all employees that are not bonded. The Contractor agrees to replace any employee deemed unsuitable by the College.

All food service vendor employees must, at all times when on duty, be well groomed and properly attired as to meet the approval of the College, State and Federal Health Regulations. The cost of providing appropriate attire and maintaining same shall be the responsibility of the food service vendor.

Food service personnel can park their cars in the College owned parking garage.

4. Vending Service

Vendor shall provide a complete array of vending machines to supplement the manual cafeteria service. Vendor shall be responsible for supplying and maintaining the vending machines on a regular, year round schedule.

5. Contractor to purchase all wholesale food products from known reputable suppliers. These suppliers must meet State and Federal requirements regarding sanitary operations, transportation and procedures.

Food products supplied to the Contractor must meet the following general standards:

- Meat and meat products – USDA Inspected for wholesomeness and graded for the highest quality.
- Poultry and poultry products from plants which participate in USDA and/or State inspection programs.
- Egg and egg products – shell eggs to meet Federal grading standards for highest quality. Supplies must be registered with the USDA. Processed egg products (liquid, frozen and dried) must bear the USDA Inspection mark.
- Seafood and shellfish – from approved safe sources as per the FDA and National Shellfish Safety Program.
- Milk and dairy products – from government inspected sources. All milk must be pasteurized.

- Processed foods – must be purchased from known, reliable suppliers who handle items processed by reputable food processors.
- Clearly label all menu items that are prepared with or contain peanuts, peanut oil or any other nut products.
- No trans fat.

Food shall be prepared in compliance with State of Connecticut Health Code Standards for food service, sanitation, and hygiene. All food serving and storage temperatures shall be in compliance with State of Connecticut Health Code Standards.

The Contractor shall be responsible for the posting of menus and prices weekly. The Contractor must provide a copy of the menu and prices to the College. The menu is subject to mutually agreed upon changes.

The Contractor shall furnish all food, personnel and operating supplies required for the proper function of the food service at the Contractor's sole expense. Contractor shall provide sufficient personnel to properly operate the food service facility. (*No alcoholic, intoxicating or narcotic food, beverage or substance whatever may be kept, sold or dispensed in or about the food service facilities or premises of the College by the contractor, his agents or employees.)*

The College reserves the right to engage an outside caterer or food service provider for College and community functions, but preference will be given to the awarded contractor. If, from time to time, student clubs, faculty and administration personnel of the College use the College dining facilities for various College sponsored, community and social functions, the food service vendor agrees not to interfere with any such activities upon the premises. Said contractor shall not sublease any of the operations. In the event the student club, faculty or administration personnel desire to engage the food service operator to serve any such function, the food service vendor shall be paid a reasonable rate.

6. STATUTE 31-57f (FORMERLY PA 99-142) AN ACT SETTING STANDARD WAGE RATES FOR CERTAIN SERVICE WORKERS:

Contractors must comply with all provisions of Statute 31-57f (formerly PA 99-142), An Act Setting Standard Wage Rates for Certain Service Workers.

Information regarding this Public Act and when it applies can be obtained from Department of Labor's web site: http://www.ctdol.state.ct.us. Questions concerning the provision and implementation of this act should be referred to the Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790.

During the term of the contract, the State shall verify that these wage scales are being used, as outlined through CGS 31-57f. This act mandates certified payrolls and a statement of compliance to be submitted on a weekly basis to the College (Director of Finance and Administrative Services). The wage certification form must be included with the bid submission.

Contractor agrees to absorb any increase in the standard wage: Any increase in wage and fringe benefit costs incurred or paid by the Contractor during the term of this contract that results from an increase in any applicable minimum standard wage rate as established by the Labor Commissioner shall be the sole responsibility of the Contractor. There shall be no adjustment to the contract amount or rate to be paid

by the College during the current term of the contract. Changes in contract pricing may be negotiated at the time of any contract renewal or extension to reflect future increased costs. Any such changes shall be reduced to writing as part of such renewal or extension.

7. **The Contractor**, at his/her expense, shall provide, maintain, and be responsible for cleanliness and sanitation of:

a. All food service areas including, but not limited to, the kitchen and all of its equipment, storage, refrigerator, freezer, preparation area, serving area, storerooms, and office.
b. All single service items such as seasonings, condiments, sugar, cups, straws, plates, napkins, sanitary hats and gloves, etc.
c. Condiment and other single service item dispensers.
d. All food service equipment, either their own or provided by the College, including any microwave ovens located in dining area.
e. The Contractor shall be responsible for maintaining cleanliness throughout the day in the food preparation and service area, excluding the dining/cafeteria areas. This includes removing and cleaning garbage and/or spills from the food preparation and service areas. The College will be responsible to do nightly cleaning of the dining/cafeteria areas.

8. Garbage, trash and grease disposal shall be the responsibility of the College; however, the Contractor must deliver the trash and garbage and grease generated in the entire food service area to the appropriate areas. This shall include any sorting of the trash and garbage to participate in whatever recycling programs are designated by law and/or the College.

Contractor shall supply, including but not limited to, all utensils, napkins, forks, spoons, knives, bowls, soda dispenser machine, etc. All food and beverages served in the cafeteria (excluding vending items) shall be served on, in or with disposable plates, utensils or recyclable bottles or cans.

The Contractor's responsibilities for décor at the location shall be limited to: Providing condiment counter, soda dispenser, portable signage and other support equipment in accordance with plans and specifications submitted by the Contractor and approved by the College as to construction, location, color and/or finishes.

9. Program Evaluation

The Director of Finance and Administrative Services shall meet periodically with the Contractor to discuss cafeteria operations and mutual areas of concern. The Contractor shall provide a written bi-annual report on cafeteria, catering and food service operations including complaints, suggestions, comments, and changes made to the service provided, along with an annual profit and loss statement, to the Director of Finance and Administrative Services.

All deliveries and invoices of food, equipment, supplies, etc., shall be made directly to the Contractor. The Contractor is expected to be responsive to suggestions from College Administration and patrons regarding food quality, service and availability, along with behavior of food service staff. The Contractor shall provide a vehicle for consistent feedback and appropriate responses.

The Contractor agrees to allow the following parties access to the kitchen and food service areas: Director of Facilities, Facilities Staff, Dean of Administration, Director of Finance and Administrative Services, and President or designee. The Contractor and the College Representatives agree that both parties shall have access to all locked/secure food service storage areas and equipment.

Cash register: Contractor can provide, use and be responsible for cash registers in both cafeterias. It shall also be the Contractor's responsibility to replace cash registers if they break.

The College shall provide 1 phone line. The Contractor shall be responsible for additional telephone installation and charges and all costs related to monthly data lines for charge card access.

10. Menu

At least one hot entrée at both breakfast and lunch is to be provided each day. It is to include at least one vegetable, with beef, poultry or fish, and with potato or rice (or French fries) and salad. Salads shall be provided daily. Menu shall reflect a diverse population. Ethnic foods shall be made available daily. A list must be completed by the Contractor and approved by the College prior to the commencement of any sales and any price changes contemplated by the contractor.

11. Special Terms and Conditions

The risk of loss, and the sole responsibility, for all equipment together with all contents thereof, and other Contractor provided equipment, shall at all times be that of the Contractor and not the College. The Contractor shall be responsible for the removal of all Contractor equipment within ten (10) days after the termination or expiration of the Agreement.

The Contractor shall be responsible for obtaining the necessary licenses for each cafeteria and shall maintain these licenses for the life of the contract.

Under no conditions shall any amusement, pinball, "juke box", or electronic video game machines be installed anywhere on the premises by the Contractor.

If, from time to time, students, faculty and administrative personnel of the College use the College dining room facilities for various College sponsored or recognized fund raising, community and social functions, the Contractor agrees not to interfere with any such activities upon the premises, provided Contractor is given reasonable notice of the time and place thereof, by written memorandum to that effect.

Special or Catered Events: Employees may routinely arrange special events on campus requiring catering or food services. The Contractor, PRIOR to the work being done, must obtain a copy of the authorized purchase order from the end user. If the Contractor provides the service without authorization, the College reserves the right to deny payment. All invoices for catered events should be addressed to the Accounts Payable Department of the College. When arrangements for special events are made, there shall be no deviation of regular service. Any arrangements secured without a College approval is considered a personal expense between the Contractor and the requestor and must be billed directly to the individual or business.

The Contractor shall be responsible for the repair or replacement cost of any damage to personal property owned by the College caused by the use, misuse, or negligence of the contractor. The Contractor is responsible for reporting, in writing within 48 hours, the occurrence of damage to State property. Failure to report the damage within the specified time may be cause for termination of this contract.

Purchases made by the State of Connecticut are exempt from the payment of Federal Excise Tax, Transportation Tax and Connecticut Sales and Use Tax. The aforementioned taxes must not be included in the bid process.

The Contractor is responsible for training his employees in the security requirements of the College, and shall be responsible for enforcing the security rules as they apply to his employees. In addition to any other security rules and regulations, the Contractor shall inform his employees of the following:

a. No guns, knives, or other dangerous weapons are allowed on State property.
b. No illicit drugs or other prohibited substances, including alcohol, are allowed on State property.
c. The Contractor shall be responsible for prohibiting entrance to the kitchen and food service preparation areas by all unauthorized parties; including students, the public and unauthorized college employees.
d. The use of State telephones is prohibited, except in an emergency situation or otherwise contracted into the agreement.
e. The College to the Contractor shall furnish all keys necessary to the building. All keys remain the property of the College and shall not be duplicated by the Contractor or any of his employees. All keys shall be returned to the College upon request. A charge shall be assessed for any keys not returned. Contractor shall assume cost of re-keying buildings if keys are lost or stolen by him or his employees.

No contractor or his employees shall benefit financially or materially outside the scope of this contract. No contractor shall use State grounds, buildings or equipment to benefit financially or materially outside the scope of this contract.

During periods of College vacations exceeding more than seven (7) days, perishable food items and food contained in refrigerators and freezers subject to freezer damage shall be removed from the cafeteria and secured elsewhere by the food service vendor.

12. Mandatory Pre-Bid Meeting

This solicitation contains a mandatory pre-proposal meeting requirement. Proposers who are interested in responding to this RFP must attend the meeting at the specified date/location listed below:

Date: December 7, 2012
At: Housatonic Community College, Information Desk, Lafayette Hall
Time: 10:00 a.m.

Late arrivals will not be permitted. Late arrivals are defined as 15 minutes past the time stated above. This meeting is intended to review the RFP requirements and answer any questions that interested proposers may have about this RFP. Failure to attend this meeting will result in the rejection of your proposal.

13. Insurance Clause

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

Commercial General Liability
$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

Automobile Liability
$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

Workers Compensation and Employer's Liability
Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of $100,000 each accident, $100,000 disease - each employee, and $500,000 disease - policy limit.

Minimum Scope of Insurance
All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against the State and the contractor's insurance shall be primary coverage.

14. Hold Harmless Provision for State of Connecticut
The Contractor shall at all times indemnify and save harmless the State of Connecticut, and their respective officers, agents and employees, on account of any and all claims, damages, losses litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by the officers, agents and employees of said State or Department, or of the Contractor, his Subcontractor or materialmen from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect of the Contractor including, but not limited to, any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, and Subcontractor, materialmen or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work, whichever occurs first, until its completion as certified by the State.

15. Financial
The food service program shall operate on a revenue sharing basis. The food service vendor shall pay all the expenses for food, beverages, vending machines, cash registers and shall collect all revenues. A statement of gross revenue shall be submitted to the College Director of Finance and Administrative Services within ten (10) working days after the last day of each session. Complete cash registers receipts and bank deposit slips shall be made available on an as needed basis. In return for the College providing the facilities and utilities, the food service vendor shall pay the College a commission of gross revenue

collected by the food service vendor, including vending machine revenue. The commission shall be paid to the College within twenty (20) working days after the last day of each session. Commissions shall be expressed on the proposal form.

16. Contract Period

It is the intention of the College to award a contract for manual food service privileges to the contractor. The contract shall be in force for a period of four (4) years, commencing on or about January 1, 2013, and end approximately on December 30, 2016. The College shall have the option to extend the contract for up to three (3) years, which option must be exercised in writing prior to the end of the original term of the agreement or any extension thereof. Any renewal period may be cancelled by either party to this agreement by giving three (3) months written notice to the other part of its intention to cancel.

17. Evaluation and Award of RFP

Listed in relative importance, the criteria to be evaluated shall include:

Commission Rate
Cost of Menu Items
If Vendor is a Certified Minority/Small Business by the State of Connecticut
References
Contractor's Experience
Variety of Menu Items
Past Performance
Experience of Contractor
Responsiveness to Proposal

18. Information to be supplied by the Contractor

a. Statement of Ownership, including officers and director, if incorporated.
b. Copies of sample menus. These menus shall indicate the recommended portion sizes and the price per portion, or per meal, which the food service vendor proposes to charge the students and faculty.
c. The Contractor shall have in good standing serviced and maintained for not less than two (2) years, State facilities of the same grade and type to be serviced as the College. The Contractor shall include with the proposal a list of the two (2) State contract customers, and a contact person at each facility. The College retains the option of contacting any of those listed for reference purposes. Current references from Colleges in Connecticut shall be viewed upon favorably.
d. A list of similar operations closed within the last three years, including reason for closing or loss, and contact information.
e. A current Certificate of Minority/Small Business status by the State of Connecticut.

19. Contract Award

The State reserves the right to award this Contract in a manner deemed to be in the best interests of the State and College, and may include, but not be limited to: by item, group of items, or in its entirety.

Instructions to Proposers

1. Proposal Schedule

Release of RFP:	Date: __11/27/2012_
Mandatory Site Inspection	Date: __12/07/2012_ (10:00 a.m.)
Receipt of Questions:	Date: __12/14/2012_
Answers to Questions posted as Addendum	Date: __12/18/2012_
Proposal Due Date:	Date: _12/26/2012_ (9:00 a.m.)

During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to Housatonic Community College Purchasing Department, ATTN: Patricia Kurowski, 900 Lafayette Boulevard, Bridgeport, CT 06604

2. Questions

Questions for the purpose of clarifying the RFP must be submitted in writing, and must be received in Purchasing no later than noon on ___12/14/2012_____.

Questions must be delivered to:
Housatonic Community College, Purchasing Department
ATTN: Patricia Kurowski
RFP HCC 13-007
900 Lafayette Boulevard
Bridgeport, CT 06604

Or e-mailed to: pkurowski@hcc.commnet.edu

3. Sealed Proposals

Proposals must be submitted in a SEALED envelope or carton, clearly marked with RFP HCC 13-007, the date, and the name and address of the proposer. Any material that is not so received may be opened as general mail, and result in invalidating the proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances.

RFP Requirements

1. Stability of Proposed Prices

Any price offerings from proposers must be valid for a period of 180 days from the due date of the proposals.

2. Amendment or Cancellation of the RFP
The College reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interests of the State to do so.

3. Proposal Modifications
No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the College. The College, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

4. Proposer Presentation of Supporting Evidence
Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the College deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

5. Erroneous Awards
The College reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of the College shall not constitute a breach of contract on the part of the College since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between the College and such proposer.

6. Proposal Expenses
Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the College.

7. Ownership of Proposals
All proposals shall become the sole property of the State and will not be returned.

8. Ownership of Subsequent Products
Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

9. Execution of Contract
This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited.

If, for some reason, the College and the initial proposer fail to reach consensus on the issues relative to the contract, then the College may commence contract negotiations with other proposers. The College may decide at any time to start the RFP process again.

The contract may include a liquidated damages clause at the discretion of the State.

10. Oral Agreement or Arrangements
Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

11. Subcontractors

The College must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the College/State and the College/State may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to the College upon request.

The successful proposer must provide the majority of services described in the specifications.

12. Confidentiality and Care of Data

The successful proposer agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful proposer shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

STATE OF CONNECTICUT

HOUSATONIC COMMUNITY COLLEGE

PROPOSAL

RFP NO:	RFP DUE DATE:	RFP DUE TIME:	RFP SURETY:	DATE ISSUED:
HCC-13-007	**Wednesday December 20, 2012**	**9:00 a.m. EST**	**N/A**	**Tuesday November 27, 2012**

DESCRIPTION: CAFETERIA/VENDING MACHINE SERVICES FOR HOUSATONIC COMMUNITY COLLEGE

FOR: HOUSATONIC COMMUNITY COLLEGE
900 LAFAYETTE BOULEVARD
BRIDGEPORT CT 06604-4704

TERM OF CONTRACT:
January 1, 2013 through December 30, 2016 (College reserves the right to extend the contract for up to three (3) years)

REQUEST FOR PROPOSAL: Pursuant to Section 4a-52a of the CT General Statutes as amended. Housatonic Community College is soliciting proposals, at the the address above, for the furnishing of the subject commodities and/or services.

IMPORTANT: ALL pages of this form, Sections 1 through 3 must be completed, signed and returned by the proposer as part of the proposal package. Failure to submit all pages of this form may constitute grounds for rejection of your proposal.

Section 1 of 3 - **PROPOSER INFORMATION**

COMPLETE PROPOSER LEGAL BUSINESS NAME:

PRINCIPAL PLACE OF BUSINESS:

TAXPAYER ID NO. (TIN):

☐ SSN ☐ FEIN

WRITE/TYPE SSN/FEIN NUMBER ABOVE

BUSINESS NAME. TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)

PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)

NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME FIELD ABOVE.

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED PROPOSER

DATE EXECUTED:

TYPE OR PRINT NAME OF AUTHORIZED PERSON

TITLE OF AUTHORIZED PERSON

CITY: STATE: ZIP+4:

BUSINESS PHONE:	CELL PHONE:	FAX:

IS YOUR BUSINESS **CURRENTLY** A DAS **CERTIFIED** SMALL/MINORITY OWNED BUSINESS ENTERPRISE?

☐ YES (ATTACHED CERTIFICATE COPY TO BID) ☐ NO

STATE OF CONNECTICUT

HOUSATONIC COMMUNITY COLLEGE

PROPOSAL

Section 2 of 3 - **PROPOSER DEBARMENT AND/OR SUSPENSION**

Has the proposer, any company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, Federal Government or any governmental agency?

☐ YES ☐ NO

The above signed proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

☐ YES ☐ NO

If the above signed proposer, any company official or any subcontractor to the proposer ***has*** received notices of disbarment and/or suspension from contracting with the State of Connecticut, the federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached: _____

Section 3 of 3 - **OTHER INFORMATION**

Refer to "Guidance for Vendor Authorizations" at:

http://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf

Refer to "Guide to the Code of Ethics for Current or Potential State Contractors" at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number_____ Or Social Security Number_____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___ - Bidder is certified as above by State of CT Yes__ No__
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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

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

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

_____ _____
Printed Contractor Name **Printed Name of Authorized Official**

_____
Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20___.

_____
Commissioner of the Superior Court (or Notary Public)

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ _____
Name of Former State Agency Termination Date of Employment

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

_____ _____ _____
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20___.

_____
Commissioner of the Superior Court or Notary Public

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Affidavit By Entity For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____ , an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

_____
Authorized Signatory

_____
Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

_____ _____
Commissioner of the Superior Court/ Notary Public **Commission Expiration Date**

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (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—Up to $2,000 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 up to $2,000 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 not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"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.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) 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 (ii) 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 subcontractor" 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VENDOR AUTHORIZATION GUIDELINES (page 1 of 2)

All contracts must include appropriate vendor documentation that does the following three things:

A. Authorizes the vendor to enter into contracts,
B. Authorizes a particular officer to execute contracts on behalf of the vendor and
C. Evidences that the officer signing in fact holds his/her office.

CORPORATIONS - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

1) In lieu of the secretary's certificate, the vendors must submit:
   a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
   b) a current certification that the officer signing the assignment agreement in fact holds that office.

2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

a. the authority of the company and
b. the officer's ability to bind the company to enter into a contract.

LIMITED LIABILITY COMPANIES (LLC'S) - LLC's that do not have boards of directors, must submit the following:

1. a document indicating unanimous consent from all members or managers or

2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement , a formal legal opinion must be obtained attesting to:

a. the authority of the company and
b. the signing party's ability to bind the company to enter into a contract.

PARTNERSHIPS - Partnerships, like LLC's, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation's resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC's management or operations agreement.

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Sole Proprietors - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

1) that the company holds Sole Proprietor status,
2) the name(s) of those authorized to execute contracts on behalf of the company and
3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website www.das.state.ct.us/busopp.asp. Scroll down until you see the heading **"Vendor"** on the far right side of the screen. Then click on **"Vendor Authorization Guidelines and Samples"**.