

# The Connecticut General Assembly

## Joint Committee on Legislative Management

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September 8, 2006

TO: All respondents of Record

FROM: Tina Mohr

RE: Response to Questions and Request for Proposal Clarifications  
Architectural and Design Consultant for the Joint Committee of  
Legislative Management for the Connecticut General Assembly.

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The following responses to inquiries and Request for Proposal (RFP) clarifications are provided to those who have received the Connecticut General Assembly's RFP for the Architectural and Design Consultant for the Joint Committee on Legislative Management for the Connecticut General Assembly.

Please note that the deadline for receipt of all proposals is 4:00 p.m. Monday, September 18, 2006 in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

**ARCHITECTURAL AND DESIGN CONSULTANT**  
**FOR THE**  
**JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT**  
**QUESTIONS AND RESPONSES**

**September 8, 2006**

- 1) Please elaborate on the bid bond that is requested on page 9 of the RFP.

Please provide a \$5,000 bid bond based on a hypothetical project cost of \$50,000. However, do not assume that the \$50,000 estimated project cost is the budget for this project. This hypothetical project cost is only an estimate for the purposes of calculating the bid bond amount. For additional information, please see page 9; section 4.1 (n) of the RFP.

A bid bond shall be in the form of a firm commitment as follows: a bid bond on a surety company licensed in the State of Connecticut; a postal money order; certified check; or cashier's check. Bid guarantees other than bid bonds will be returned (a) to unsuccessful proposers as soon as practical after the opening of the proposal, and (b) to the successful proposer upon execution of such further contractual documents and bonds as may be required by the proposal. A letter of credit cannot be substituted for a bid bond.

- 2) Select qualified members of our staff are not currently certified by the State of Connecticut. Are we required to omit these resumes from our submittal?

The resumes of staff who will potentially be working on projects should be included. We would require that final bid documents be reviewed and "sealed" (as required) by professionals licensed to practice in Connecticut.

- 3) For the A/E design project at the State Capitol building and its surrounding grounds, can you specify which buildings can be found on the "surrounding grounds."

The campus of the State Capitol Facilities is divided by the I-84 highway entrance/exit ramps. The Capitol and its surrounding grounds are on one side of the highway ramp. The only structure other than the Capitol building on this side of the highway ramps is a small cooling tower/generator building which is hidden from view from the Capitol and when walking around the grounds of the Capitol.

The "historic architect(s)" selected would be assigned projects that would require changes to the interior or exterior appearance of the Capitol or to the appearance of the grounds surrounding the Capitol. The assignment would be as the design consultant for architectural design and study projects or as a consultant to the Capitol Preservation and Restoration Commission to review the design work of engineering consultants for aesthetic issues.

The Legislative Office Building, Parking Garage and Minute Man Park are on the grounds on the other side of the highway ramps. Any project work interior or exterior on this side of the highway ramp does not require the review and approval of the Capitol Preservation and Restoration Commission. Note that there is a concourse (tunnel) running under the highway ramps that connect the basement of the Capitol to the first floor of the Legislative Office Building and a skywalk from the third floor of the Legislative Office Building to the Capitol grounds.

Please see the attached aerial drawing in Attachment 1.

- 4) Referencing page 3 item J - Please clarify - The GSA has deemed form SF 254 and SF 255 obsolete. The forms were replaced with the two part SF 330 several years ago and are now industry standard.

Please submit the two part form SF 330 and not the GSA forms 254 and 255. A PDF version of the form is attached in Attachment 2.

- 5) It sounded like you were looking for separate proposals from architects and engineers, rather than a proposal from a team made up of an architect, engineer, etc. Can you please clarify?

We are not requiring a proposer to provide all services discussed in the RFP. If a firm can only provide some of the services, that firm can submit a proposal for just those services.

A proposer, who can only provide a portion of the services, may also subcontract out the remaining services to another contractor. This proposer would submit a proposal outlining the services they can provide as well as the subcontracted services in one proposal.

- 6) What is the construction budget for Bid No. JCLM07PSA0003?

There is no specific construction budget for this proposal.

- 7) As an out-of-state subcontractor are we required to obtain Connecticut state licensing?

It would be preferable as long as the prime consultant was willing to "seal" any bid documents that were going to be used for construction. We would require that final bid documents be reviewed and "sealed" (as required) by professionals licensed to practice in Connecticut.

- 8) Can a proposal be submitted utilizing a subcontractor who is in the process of becoming certified but not yet certified?

Yes.

- 9) Are the forms to be included with the proposal available online? (This question refers to documents other than the standard GSA forms).

The only form available online is the Principal report form which can be found at <http://www.cga.ct.gov/olm/publications2.asp>. The remainder of the forms were included in the attachments of the RFP.

- 10) **Item 2.2.1(c):** Does “current arrangements with subcontractors” refer to providing a list of consultants included in this response? If not, please clarify.

The proposal must include a list of subcontractors that the contractor intends to use to complete the project described in this RFP. This section 2.2.1(c) however refers to an additional requirement that all proposals must include a description of the subcontractors that contractors submitting proposals currently have a working relationship with for all projects in addition to the project described in this RFP. That information must also be included in the proposal.

- 11) **Item 2.2.1(d):** What Engineering disciplines should be included in response to the current RFP? Civil, Structural, Mechanical, Electrical and Plumbing? Landscape Architecture?

All engineering disciplines may be included in the proposal including civil, structural, mechanical, electrical and plumbing.

- 12) **Item 2.2.1(j)** requests the Federal GSA Form 254. Does the JCLM also desire a GSA Form 255? These forms have been updated and consolidated as GSA Form 330, Parts I and II. Would submission of Form 330 be acceptable in lieu of the requested Form 254?

Yes see question 4.

- 13) **Item 4.1(c)** on page 8 refers to an original and three (3) loose leaf copies. Is the original to be bound? By “loose leaf” do you mean the copies are to be punched and inserted into a 3-ring binder?

The original can be bound. The “loose leaf” requirement just means that the copies should not be fastened in a permanent way (i.e. staples) and can be submitted in a binder or with a paper clip.

- 14) **Item 4.1(n)** on page 9 calls for a Bid Bond. This is typically requested for construction contractors to ensure project completion, whereas the contract between the Owner and the Architect generally details the consequences of non-compliance.

A bid bond is required. Please refer to question 1.

- 15) The Proposal Pricing form included in the RFP requests a single per-hour charge, indicating a composite fee for all staffing levels and all disciplines. Would you consider accepting rates from the prime consultant plus each sub-consultant, broken down by titles and staffing rates, if that method could result in lower overall fees?

Please note that attachment D has been revised in Attachment 3 included in this question and answer document. Please do not submit the original Proposal Pricing Page included in the RFP in attachment D. To clarify, the proposal must include a detailed cost breakdown of the hourly rate for all staffing levels and all disciplines proposed. All proposals must also include a discussion of the annual inflationary increase in the proposal. The revised Proposal Pricing Page included in Attachment 3 to this document shall be submitted with the proposal. This form indicates that the hourly fees have been outlined in the detailed response to the RFP and allows for the proposer to indicate the annual inflationary increase. Please refer to clarification #1.

- 16) We're not certain how to fill out this Principals form. Are instructions available?

Instructions can be found online at <http://www.cga.ct.gov/olm/publications2.asp>.

- 17) The pricing page is much less detailed than what is requested in the RFP. It only has one line for a combined pricing. Please clarify what must be provided by the contractor?

See answer to question 15 and clarification #1.

- 18) RFP Section 4.1 (c). Does the phrase "three (3) loose leaf copies" refer to a completely unbound proposal, or does a ring binder qualify?

See answer to question 13.

- 19) RFP Section 4.1 (n) Bid Bond. Inasmuch as no total proposed contract amount is required in the RFP, is a Bid Bond required with the proposal?

See answer to questions 1 and 14.

- 20) Who were the previous A/E term contractors for the JCLM?

We currently are using Consulting Engineering Services, Inc., Fletcher Thompson, Inc., Schoenhardt Architects, Inc. and BVH Integrated Services, Inc.

- 21) How many A/E term contracts were awarded in the previous 5-year cycle?

Four contract each with numerous design projects.

- 22) What was the total construction amount spent (in dollars) as a result of the prior A/E term contracts in 2005? 2004? 2003?

\$220,000 was spent on architectural and design fees for the current year and are

expected to increase about 20% in the next few years.

- 23) What was the average architectural and design fee for a single project, under A/E term contracts, in 2005? 2004? 2003?

This information is not available.

- 24) What was the average proportion of design fees awarded, under A/E term contracts, for drawings and specifications as compared to review of drawings and specifications by other consultants in 2005? 2004? 2003?

Almost exclusively design fees, little review of design award by other. The review only pertained to the historical impact on the capitol.

- 25) Is there a construction size cap that can be awarded under A/E term contracts, over which the Connecticut General Assembly will solicit proposals for a specific project, separate from the A/E term contracts?

No.

- 26) Has the JCLM, working with an A/E or planner developed a master plan for the Capitol and/or legislative office building complex that will guide the design work under the A/E term contract over the next five years? If so, is the Master Plan available for review?

No.

- 27) Will the A/E term contract include any planning or master planning work for the legislative office building or government campus?

None planned at this time.

- 28) Will successful bidders work exclusively through the JCLM? In other words, will task orders be issued and project lump sum fees negotiated with a single project manager, or will A/E term contractor be required to solicit work from various agencies and departments in the Connecticut legislature or government (the federal model)?

Successful proposers will work exclusively through the Office of Legislative Management (OLM) and will not be required to solicit work from various agencies and departments in the Connecticut legislature or government. Purchase orders will be issued and project fees will be negotiated with OLM for each project.

- 29) Is there a geographic distance limitation for bidders, or is a preference awarded to a Connecticut or local A/E team?

There is not geographic distance limitation for proposers.

30) Article 2.2.1 (e) - ...references of projects completed within the past five years in this area. Does the word "area" refer to geographical area? If so, is the area, Connecticut, Northeast, etc. Please clarify.

No, "area" refers to the type of work that is included in the RFP, not the geographic location.

31) Article 2.2.1 (j) - Should proposers use Form 330 or Forms 254 &255 as indicated?

Use Form 330. Please see answers to question 4 and 12.

32) Article 2.2.3 - Proposal Pricing Page requires minimal billing rate information, yet 2.2.3 suggests a "detailed cost breakdown". Please clarify.

Please see answers to question 15, 17 and clarification #1.

33) Article 4.1,(n)- Bid Bonds are typically required of general contractors. Are the architectural/engineering design firms required to submit a bid bond with their proposal?

Please see answers to question 1, 14 and 19.

34) Can an architect/engineering firm team up with a architect/engineering firm who specializes in historical preservation ?

The preference is to award the historical preservation contract directly with a qualified architect/engineering firm.

35) Will the Connecticut Dept. of Public Works be involved in the design and/or construction administration of any of the projects for both project components, the Legislative Office Building and the Capital Building?

No.

36) Will proposals from firms that specialize in Program and Project Management representing owners that do not do actual design work be considered for "On-Call" work in the specific limited role per item (a) v on page 5 of "...construction administration for construction projects designed by other consultants..."? Is this independent capability desired by the State?

No.

37) As this is an undetermined "On-Call" contract without a defined value, can the requirement for a Bid Bond, page 9, item (n) be eliminated?

Please see the answer to questions 1, 14, 19.

38) Could you please explain the bid bond process for design work (page 9)? If we need to submit a bid bond for 10% of the proposed contract cost with our proposal, where can we find the figure? Does this apply to interior design work or only construction projects?

See answer to question 1, 14, 19 and 38. A bid bond is required for any type of work discussed in this RFP. A bid bond shall be submitted with each proposal.

39) If submitting for both the Capitol Building and the Legislative Office Building and Garage would you prefer that two separate proposals be submitted that are specific to each?

Submit one proposal with the appropriate number of copies.

40) Can you please clarify Item 4 on Attachment C - Certification Form ?

This item on attachment C reads that the proposer must certify that “The Proposer has no knowledge of the specific Proposal contents prior to actual receipt of the Proposal”. This section means that general knowledge of the RFP requirements before the RFP is published is acceptable. This section prohibits proposers from submitting a proposal who have specific knowledge of very detailed RFP requirements prior to it being published.

41) You have requested “an original and three (3) loose leaf copies of the proposal be submitted” Can you please clarify how you would like the original submitted?

See answer to question 18.

42) Is there a specific or preferred outline of how you would like the proposal assembled? (There is information in both Section 2.2 and also 4.1)

No.

43) Regarding Item 4.1 (k) Proposal Pricing Page. Because there isn't a scope of work specified, how should we calculate the blended hourly rate for all services? Should we instead submit a rate sheet for all personnel individually?

Yes, submit a rate sheet for all personnel individually. Please refer to question 15 and clarification #1.



**ARCHITECTURAL AND DESIGN CONSULTANT  
FOR THE  
JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT**

**CLARIFICATIONS**

**September 8, 2006**

1. The first sentence of section 2.2.3 reads, “Proposer shall submit with their proposal a detailed cost breakdown illustrating the cost associated with this project using the Proposal Pricing Page included in this RFP on attachment D.”

This sentence is revised now to read,

Proposer shall submit with their proposal a detailed cost breakdown illustrating the cost associated with this project.



30 TRINITY

20 TRINITY

BUSHNELL  
MEMORIAL HALL

TRINITY STREET

WASHINGTON ST

LAFAYETTE ST

BUSHNELL PARK



ARMORY PUMP  
STATION

STATE CAPITOL

CONCOURSE

333 CARS

1-84 ON RAMP

1-84 OFF RAMP

LEGISLATIVE OFFICE BUILDING

LEGISLATIVE PARKING GARAGE

ARMORY GARAGE

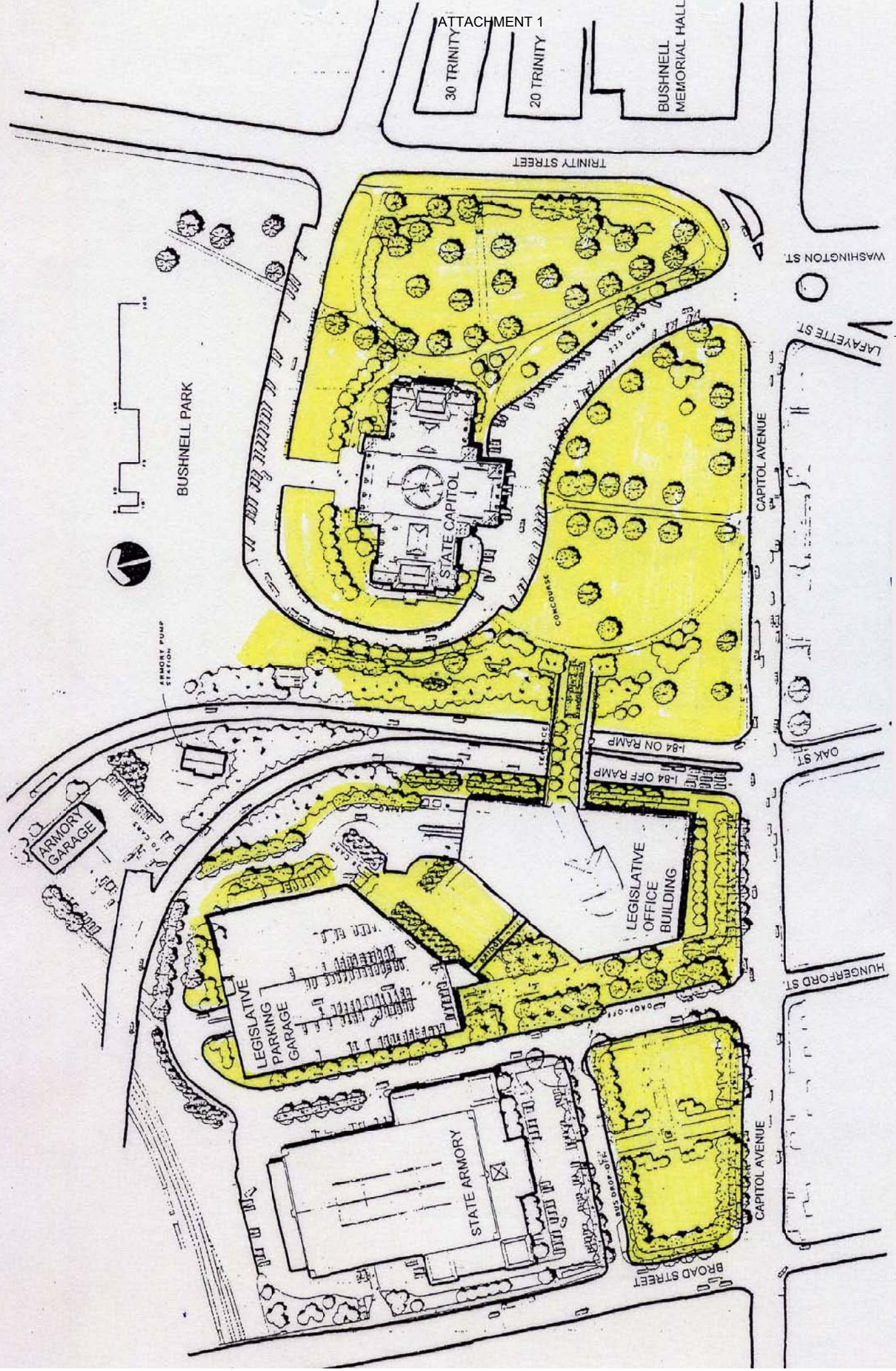
STATE ARMORY

BROAD STREET

CAPITOL AVENUE

OAK ST

HUNGERFORD ST





**ARCHITECT-ENGINEER QUALIFICATIONS**OMB No.: 9000-0157  
Expires: 12/31/2006

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

**PURPOSE**

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

**GENERAL INSTRUCTIONS**

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

**INDIVIDUAL AGENCY INSTRUCTIONS**

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

**DEFINITIONS**

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

**SPECIFIC INSTRUCTIONS****Part I - Contract-Specific Qualifications****Section A. Contract Information.**

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

**Section B. Architect-Engineer Point of Contact.**

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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**Section C. Proposed Team.**

9-11. **Firm Name, Address, and Role in This Contract.** Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

**Section D. Organizational Chart of Proposed Team.**

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

**Section E. Resumes of Key Personnel Proposed for This Contract.**

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. **Name.** Self-explanatory.
13. **Role in This Contract.** Self-explanatory.
14. **Years Experience.** Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
15. **Firm Name and Location.** Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.
16. **Education.** Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
17. **Current Professional Registration.** Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.
18. **Other Professional Qualifications.** Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. **Relevant Projects.** Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

**Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.**

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. **Example Project Key Number.** Start with "1" for the first project and number consecutively.
21. **Title and Location.** Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
22. **Year Completed.** Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).
- 23a. **Project Owner.** Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- 23b. **Point of Contact Name.** Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
- 23c. **Point of Contact Telephone Number** Self-explanatory.
24. **Brief Description of Project and Relevance to This Contract.** Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

**Part II - General Qualifications**

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

## List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

## List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Airborne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		



## List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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**List of Experience Categories (Profile Codes)**

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10

**29. EXAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

---

**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

---

**I. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

## PART II - GENERAL QUALIFICATIONS

*(If a firm has branch offices, complete for each specific branch office seeking work.)*

2a. FIRM (OR BRANCH OFFICE) NAME				3. YEAR ESTABLISHED	4. DUNS NUMBER
2b. STREET				5. OWNERSHIP	
2c. CITY		2d. STATE	2e. ZIP CODE	a. TYPE	
6a. POINT OF CONTACT NAME AND TITLE				b. SMALL BUSINESS STATUS	
6b. TELEPHONE NUMBER		6c. E-MAIL ADDRESS		7. NAME OF FIRM <i>(If block 2a is a branch office)</i>	
8a. FORMER FIRM NAME(S) <i>(If any)</i>				8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
Other Employees						
<b>Total</b>						

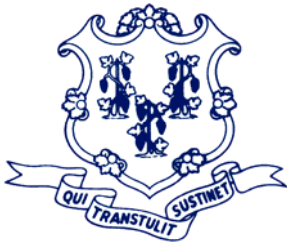
<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> <i>(Insert revenue index number shown at right)</i>	<b>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</b>																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>a. Federal Work</td> <td> </td> </tr> <tr> <td>b. Non-Federal Work</td> <td> </td> </tr> <tr> <td><b>c. Total Work</b></td> <td> </td> </tr> </table>	a. Federal Work		b. Non-Federal Work		<b>c. Total Work</b>		<table style="width:100%;"> <tr> <td>1. Less than \$100,000</td> <td>6. \$2 million to less than \$5 million</td> </tr> <tr> <td>2. \$100,00 to less than \$250,000</td> <td>7. \$5 million to less than \$10 million</td> </tr> <tr> <td>3. \$250,000 to less than \$500,000</td> <td>8. \$10 million to less than \$25 million</td> </tr> <tr> <td>4. \$500,000 to less than \$1 million</td> <td>9. \$25 million to less than \$50 million</td> </tr> <tr> <td>5. \$1 million to less than \$2 million</td> <td>10. \$50 million or greater</td> </tr> </table>	1. Less than \$100,000	6. \$2 million to less than \$5 million	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million	4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million	5. \$1 million to less than \$2 million	10. \$50 million or greater
a. Federal Work																	
b. Non-Federal Work																	
<b>c. Total Work</b>																	
1. Less than \$100,000	6. \$2 million to less than \$5 million																
2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million																
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million																
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million																
5. \$1 million to less than \$2 million	10. \$50 million or greater																

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	





**REVISED PROPOSAL PRICING  
PAGE**

**ATTACHMENT 3**

Architectural and Design Consultant

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

1. Hourly Fees: Per hour charges are to be included in the detailed proposal.

2. Annual Inflationary Cost: \$ \_\_\_\_\_

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

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

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

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

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

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

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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

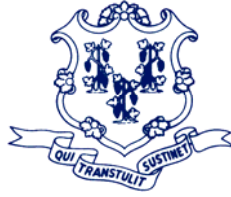
# The Connecticut General Assembly

## Joint Committee on Legislative Management

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

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

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



James A. Amann  
*Speaker of the House*

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

### REQUEST FOR PROPOSAL

### ARCHITECTURAL AND DESIGN CONSULTANT

### FOR THE JOINT COMMITTEE OF LEGISLATIVE MANAGEMENT

### CONNECTICUT GENERAL ASSEMBLY

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

**DATE:** September 18, 2006

**TIME:** 4:00 pm

**Issued:** August 18, 2006

## TABLE OF CONTENTS

PART 1 GENERAL INFORMATION .....	1
1.1 Executive Summary .....	1
1.2 Terminology .....	1
1.3 Contact Information .....	2
PART 2 PROJECT SCOPE.....	2
2.1 Overview.....	2
2.2 Administrative Requirements.....	2
2.3 Technical Requirements.....	4
PART 3 EVALUATION OF PROPOSALS .....	7
3.1 Mandatory Requirements.....	7
3.3 Qualitative Elements.....	7
3.4 Scoring.....	8
3.5 Debriefing Procedure.....	8
PART 4 PROPOSAL CONTENTS.....	8
4.1 Administrative Documentation.....	8
4.2 Technical Documentation .....	9
4.3 Documentation Subsequent to Contract Award .....	10
PART 5 CONTRACTUAL PROVISIONS.....	10
5.1 Contract Conditions .....	10
5.2 Formation of a Contract.....	14
5.3 Contract Breach .....	16
5.4 Accounting Records.....	16
5.5 Work Product .....	17
5.6 Renewal of Contract .....	17
5.7 Contractor Guarantees .....	17
5.8 Freedom of Information.....	18
5.9 Discounts.....	18
5.10 Human Rights and Opportunities.....	19
5.11 Executive Orders.....	24
PART 6 PROCUREMENT SCHEDULE .....	24
6.1 Issue the RFP .....	24
6.2 Deadline for Questions .....	25
6.3 Amendments to Request for Proposal.....	25
6.4 Proposal Delivery.....	25
6.5 Presentations .....	25
6.6 Contract Award and Process .....	25

PART 7 RESERVED RIGHTS .....	25
7.1 Rights .....	25
7.2 Disqualification for submitting Proposals .....	26

## ATTACHMENTS

<b>Attachment A</b>	Vendor Evaluation Form
<b>Attachment B</b>	Corporate Resolution and Proof of Authorization Form
<b>Attachment C</b>	Certification Form
<b>Attachment D</b>	Proposal Pricing Page
<b>Attachment E</b>	Insurance Certificate
<b>Attachment F</b>	Principal Report Form
<b>Attachment G</b>	Gift Certification
<b>Attachment H</b>	Campaign Contribution Certification
<b>Attachment I</b>	Annual Contract Certification
<b>Attachment J</b>	Vendor Profile Form
<b>Attachment K</b>	W-9 Form

## **PART 1 GENERAL INFORMATION**

### **1.1 Executive Summary**

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

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

### **1.2 Terminology**

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

- (a) “CGA” - Connecticut General Assembly;
- (b) “Commission” - Commission on Human Rights and Opportunities;
- (c) “Contract” - Agreement signed by parties to formalize the acceptance by the state of an offer of a proposer to furnish the services described herein at the stated prices in response to the request for proposals;
- (d) “OLM” - Office of Legislative Management;
- (e) “Proposal” - Offer submitted in response to this request for proposals, to furnish the services described herein to the state, under the prescribed conditions at the stated prices;
- (f) “Proposer” - Person, firm or corporation submitting a proposal in response to a request for proposals;
- (g) “RFP” - Request for proposal;
- (h) “State” - The Connecticut General Assembly acting by and through the Executive Director of the Office on Legislative Management;

### 1.3 Contact Information

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

**Email:** [tina.mohr@cga.ct.gov](mailto:tina.mohr@cga.ct.gov)

**Telephone:** (860) 240 – 0100

**Fax:** (860) 240 – 0122

## PART 2 PROJECT SCOPE

### 2.1 Overview

The Joint Committee on Legislative Management and the Capitol Preservation and Restoration Commission of the Connecticut General Assembly (CGA) are seeking to contract for the services of architectural, engineering, project, and commissioning firms to serve as consultants to provide architectural, project management, engineering, design, and other facilities-related consultant services for the State Capitol Complex for a five year period. The State Capitol Complex includes the State Capitol building, Legislative Office building, Legislative Office Garage, their surrounding grounds and Minuteman Park. Due to the historical nature of the State Capitol building and state statutes that govern the design service requirements of the state legislature, there will be two separate contract awards made as a result of this request for proposal: one for the Legislative Office Building, Legislative Parking Garage and their surrounding grounds, intended to establish a list of qualified firms from which the CGA may select to provide services for specific needs that occur during this time period; and one for the State Capitol building and its surrounding grounds, intended to provide the Capitol Preservation and Restoration Commission with design firm(s) having expertise in historical building architecture and design. Qualified design professionals may apply for either or both of the Legislative Office Building and State Capitol facility design consultant positions.

### 2.2 Administrative Requirements

Proposer must explain how their proposal will address the requirements of the CGA.

#### 2.2.1 Corporate References and Experience

The proposer must demonstrate extensive experience in providing architectural and/or engineering, design, project management, commissioning and other facility related consultant services. The proposal shall include:

- (a) The company's experience with projects similar to that described in this RFP. The proposer must provide experience relevant to each project on which they are submitting a proposal (i.e. state capitol and LOB campus);

(b) Corporate references including the following:

- i. Name, title, address and telephone number of reference;
- ii. Overview of the project;
- iii. Length of the project;
- iv. Total fees associated with the project.

(c) Description of the firm, including:

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

(d) The firm's areas of expertise (i.e., architecture, project management, engineering, design services, commissioning, historical building architecture and design).

(e) Any design professional/firm applying for the State Capitol facility consultant position is required to provide proof of background and expertise in historical preservation and restoration, including at least three references of projects completed within the past five years in this area.

(f) Architectural and engineering corporations must submit a copy of their current corporate registration issued by the Professional Registration Board within the Connecticut Department of Consumer Protection (corporate license), as well as appropriate current, individual, and Connecticut professional licenses.

(g) Sole proprietorships and partnerships must submit proof of their current Connecticut Professional Registration (licenses).

(h) Other firms shall provide such appropriate documentation as will establish their legal status in the State of Connecticut.

(i) Out-of-State firms shall include their "Certificate to Transact Business in the State of Connecticut" (obtained from the Connecticut Office of the Secretary of State, located at 30 Trinity Street, Hartford, CT, 860-509-6000), as well as their "Certificate of Good Standing" from their home state.

(j) One updated, current copy of the Federal GSA Form 254, "Architect-Engineer and Related Services Questionnaire" and an updated, current Federal GSA Form 255 shall be submitted for each firm involved in a submission. These forms are available from the Superintendent of Documents, U.S. Government Printing Office/GSA Publications @ (202) 512-1800 (Master Card or Visa Credit Cards accepted) P.O. Box 371954, Pittsburgh, Pennsylvania 15250-7954; or may be downloaded (no cost) from the U.S. Government Printing Office Internet Web Site: <http://www.gsa.gov/forms/zero.htm>.

- (k) Please provide current copies of Professional Liability Insurance including Environmental Coverage for your firm. Stipulate aggregate coverage of each policy and provide a historical “Claims Loss” summary from this and any other insurer(s) used by your firm and/or team within the past five years. Provide the same information for all other project/contract specific design firms and/or team insurance coverage you have carried within the past five years. Please provide the required historical “Claims Loss” summary directly from the specific insurance carrier(s).

### **2.2.2 Individual Experience and Knowledge**

The proposal shall include for each individual assigned to the project:

- (a) Evidence of five years of experience with projects similar to that described in this RFP. The proposer must provide experience relevant to each project on which they are submitting a proposal (i.e. state capitol facilities and LOB campus);
- (b) Description of educational qualifications relevant to this RFP and the proposal being submitted, including professional association memberships;
- (c) Similar reference projects relevant to this RFP and the proposal being submitted for each individual including:
  - i. Name, title, address and telephone number of reference;
  - ii. Overview of the project;
  - iii. Length of the project;
  - iv. Total fees associated with the project.

### **2.2.3 Cost**

Proposer shall submit with their proposal a detailed cost breakdown illustrating the cost associated with this project using the Proposal Pricing Page included in this RFP on attachment D. This detailed cost breakdown shall include the proposed fee structure and per hour charges of consultants for the Legislative Office Building and the State Capitol Facility. The proposer shall also list an annual inflationary increase and any other additional costs for which reimbursement will be sought on the Proposal Pricing Page.

## **2.3 Technical Requirements**

### **2.3.1 Architectural, Engineering and Design Services for the Legislative Office Building and Legislative Parking Garage**

The Legislative Office Building including its underground garage, the Legislative Office Garage, the grounds surrounding these buildings, and Minuteman Park, west of the Legislative Office Building, were completed and have been in use since 1988. In compliance with Connecticut General Statutes Section 2-71q, the CGA is seeking to establish a list of architectural,



engineering and design firms that may be utilized to work on specific design projects as they arise.

- (a) The design consultants shall be responsible for providing the following services on a project by project basis:
  - i. Preparation of drawings and specifications, and provision of related construction administration for individual projects;
  - ii. Review of drawings and specifications prepared by other consultants;
  - iii. Architectural, management, engineering, and design services which become necessary to supplement the work of the CGA;
  - iv. Assistance in preparation of technical bid specifications;
  - v. Provision of construction administration for construction projects designed by other consultants; and
  - vi. Commissioning.
- (b) The CGA will require these services from time to time and does not guarantee that any minimum amount of consulting services will be requested.
- (c) Payment for consulting services will be based upon the proposed fee structure and hourly charges for various services as set forth in the successful proposers' submissions. The CGA recognizes that there may be circumstances or projects occurring during the contract period when a facilities consultant feels it necessary to bring in additional technical consultants who, in turn, may need to use specialized subcontractors. The CGA or its designated representative shall approve additional consulting or subcontracting whenever it is necessary for any project, and must be notified in writing when such additional services will be required and who will be providing them. Any payments made to these contractors shall be billed and paid through the facilities consultant; neither the facilities consultant nor additional technical consultants or subcontractors may add on any additional fees to the original cost.
- (d) Should the financial situation or structural makeup of a selected facilities consultant change during the duration of this contract, that consultant shall notify the CGA or its designated representative in writing immediately.
- (e) In the event that a facilities consultant is involved in the design or construction phase of an on-going project at the time of the expiration of their contract term, the term may be extended until completion of the project.

### **2.3.2 Architectural, Engineering and Design Services for the State Capitol Building**

The Capitol Preservation and Restoration Commission is responsible for the continuing review and study of the State Capitol and grounds, with a view to developing a master plan for the preservation and restoration of the Capitol, including necessary structural changes, consistent with the original historical character of the building. In compliance with Connecticut General Statutes Section 4b-61, the CGA is seeking facility design consultant(s) with extensive experience and expertise in the area of historic preservation and restoration. The selected consultant will be responsible for providing both direct architectural, engineering and design services for specific projects at the State Capitol building as well as reviewing all other submissions for projects affecting the State Capitol building.

- (a) The State Capitol facility design consultant shall be responsible for providing the following services on a project by project basis:
- i. Provide direct architectural, engineering and design services for specific projects at the State Capitol building;
  - ii. Review and approve all drawings and specifications prepared by other facility design consultants in the context of historical preservation and restoration for specific projects at the State Capitol building;
  - iii. Serve as an advisor to the Capitol Preservation and Restoration Commission in the development of preservation and restoration projects at the State Capitol building; and
  - iv. Commissioning

The CGA will require these services from time to time and does not guarantee that any minimum amount of consulting services will be requested.

- (b) Payment for consulting services will be based upon the proposed fee structure and hourly charges for various services as set forth in the successful proposer's submissions. The CGA recognizes that there may be circumstances or projects occurring during the contract period when the facility design consultant feels it necessary to bring in additional technical consultants who, in turn, may need to use specialized subcontractors. The CGA or its designated representative shall approve additional consulting or subcontracting whenever it is necessary for any project, and must be notified in writing when such additional services will be required and who will be providing them. Any payments made to these contractors shall be billed and paid through the facility design consultant; neither the facility design consultant nor additional technical consultants or subcontractors may add on any additional fees to the original cost.

- (c) Should the financial situation or structural makeup of the selected facility design consultant change during the duration of this contract, that consultant shall notify the CGA or its designated representative in writing immediately.
- (d) In the event that a facility design consultant is involved in the design or construction phase of an on-going project at the time of the expiration of their contract term, the term may be extended until completion of the project.

### **2.3.3 Examination of Documents and Work Site**

- (a) Prior to submitting a proposal, each proposer shall examine the RFP and shall visit the site of the work. Each proposer shall fully inform himself prior to submitting the proposal as to the existing conditions and limitations under which the work is to be performed, and shall include in the proposal a sum to cover the cost of items necessary to perform the work as set forth in this RFP. No allowance will be made to a proposer because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the proposer has made such an examination.
- (b) Proposers can schedule individual walk-through appointments by contacting Eric Connery at 860-240-0100.

<b>PART 3 EVALUATION OF PROPOSALS</b>
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### **3.1 Mandatory Requirements**

The OLM will review proposals submitted to determine if the mandatory submission requirements listed in this RFP have been addressed.

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

### **3.2 Presentations**

Proposers who have submitted proposals which included all the mandatory submission requirements may be asked to make a presentation to the evaluation committee. The OLM will schedule these presentations with the individual vendors as needed.

### **3.3 Qualitative Elements**

The proposers shall be evaluated by the committee based on the presentations made and the following qualitative elements of the proposal. The qualitative elements which will be evaluated consist of the following: (Attachment A)

- (a) Overall Approach
- (b) Proposers understanding of the requirements
- (c) Clarity of Submission

- (d) Professional experience and references of the firm
- (e) Professional experience and references of the personnel
- (f) Quality of list of references from current public sector clients for whom similar services have been provided.
- (g) Appropriateness of the proposed fee structure

### 3.4 Scoring

The presentations and qualitative elements of the proposals will be evaluated by the committee using a scale of outstanding, very good, fair and poor. (Attachment A)

### 3.5 Debriefing Procedure

OLM contracting personnel will send letters to all who submitted proposals indicating the proposal selected for contract award.

<b>PART 4 PROPOSAL CONTENTS</b>
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Proposals shall include all the following elements mention in this section.

#### 4.1 Administrative Documentation

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

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

**SEALED PROPOSAL:** Architectural and Design Consultants

**DEADLINE FOR RECEIPT:** September 18, 2006 @ 4:00 pm

- (e) Evidence of professional experience for the company and the individual personnel assigned to the project;
- (f) Description of educational qualifications including professional association memberships for personnel assigned to the project;
- (g) Current references for the company and individual personnel assigned to the project;

- (h) Current references for the subcontractor(s) assigned to the project;
- (i) The proposer must submit a form of a notarized proof of authorization. The proposer has the option of satisfying this requirement by either submitting a corporate resolution or proof of authorization. The proposer is not required to use the wording provided in attachment B but must ensure that all the information is included with the document meant to satisfy this requirement.
- (j) Completed Certification Form. (Attachment C)
- (k) Completed Proposal Pricing Page. (Attachment D)
- (l) Vendor profile. (Attached J)
- (m) W-9 form. (Attached K)
- (n) Bid Bond: The proposer must submit a bid bond in the amount of ten percent (10%) of the total proposed contract cost along with the proposal. Failure to furnish a bid bond in the proper form and amount with the proposal will be cause for rejection of the proposal. A bid bond shall be in the form of a firm commitment as follows: a bid bond on a surety company licensed in the State of Connecticut; a postal money order; certified check; or cashier's check. Bid guarantees other than bid bonds will be returned (a) to unsuccessful proposers as soon as practical after the opening of the proposal, and (b) to the successful proposer upon execution of such further contractual documents and bonds as may be required by the proposal. A letter of credit cannot be substituted for a bid bond.
- (o) The proposer must complete and submit the Gift Certification as described in section 5.1.2 of this RFP and included in Attachment G. The planning date which should be referenced in the certificate is April 3, 2006;
- (p) The proposer must submit a list of Principals for their organization as defined in section 5.1.1(a)(vi) of this RFP on the principal form included in this RFP on attachment F.
- (q) The proposer must complete and submit the Campaign Contribution Certification form included in this RFP on Attachment H.

#### **4.2 Technical Documentation**

- (a) Outline of how the proposer intends to address the requirements of JCLM;
- (b) List of specific personnel assigned to the project;
- (c) List of recently completed projects similar to the State Capitol facilities;

### 4.3 Documentation Subsequent to Contract Award

The Contractor must provide the following subsequent to the contract award.

- (a) Insurance Certificate: Please see minimum required levels listed in attachment E. The proposer must name the JCLM as an additional insured.

Please provide current copies of Professional Liability Insurance including Environmental Coverage for your firm. Stipulate aggregate coverage of each policy and provide a historical "Claims Loss" summary from this and any other insurer(s) used by your firm and/or team within the past five years. Provide the same information for all other project/contract specific design firms and/or team insurance coverage you have carried within the past five years. Please provide the required historical "Claims Loss" summary directly from the specific insurance carrier(s).

- (b) Annual Contract Certification - Annual contract certification to update the preceding gift/campaign contribution certifications must be submitted on the contract anniversary date. (Attachment I)

## **PART 5 CONTRACTUAL PROVISIONS**

### 5.1 Contract Conditions

#### 5.1.1 Campaign Contribution Restrictions

This section (the "CCR Section") is included pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

- (a) For purposes of this CCR Section only:
- i. "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

- ii. "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
- iii. "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
- iv. "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
- v. "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.
- vi. "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State

Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

- (b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
- (e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State



Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

- (f) The chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(vi) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution, on or after December 31, 2006, in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited on or after December 31, 2006, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit to their proposal or application for prequalification, as applicable (Attachment H)
- (g) The proposal shall include a list of all Principals of all Prospective State Contractor(s) as defined in section (a)(vi) of this CCR section.

### **5.1.2 Gift**

Conn. Gen. Stat. § 4-252 (the “Statute”) requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in section (c) and (d) of the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

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

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

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

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

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract was April 3, 2006.

## **5.2 Formation of a Contract**

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

### **5.2.1 Contract Creation**

This section serves as a notification to contractor that:

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

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

### **5.2.2 Contract Execution**

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

### **5.2.3 Term of Contract**

The term for both contracts will be for a five year period commencing upon the date of the award and terminating September 30, 2011. The state reserves the right to extend or terminate this contract, if needed.

### **5.2.4 Modification**

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

### **5.2.5 Transfer**

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

### **5.2.6 Governing Law:**

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

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

the contractor shall be entitled to reasonable compensation as determined by the state, however, no compensation for lost profits shall be allowed.

### **5.3 Contract Breach**

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

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

#### **5.3.2 Rejection**

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

#### **5.3.3 Cancellation**

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

### **5.4 Accounting Records**

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

## **5.5 Work Product**

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

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

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

## **5.6 Renewal of Contract**

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

## **5.7 Contractor Guarantees**

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

- (e) The contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this section. The contractor shall name the state as an additional insured on the policy and shall provide a copy of the policy to the state no later than ten (10) business days from the effective date of the contract.
- (f) The rights provided in this section for the benefit of the state shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (g) This section shall survive the termination, cancellation or expiration of the contract, and shall not be limited by reason of any insurance coverage.

## **5.8 Freedom of Information**

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

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

### **5.8.2 Proprietary Information**

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

### **5.8.3 Administrative Authority**

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

## **5.9 Discounts**

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

## **5.10 Human Rights and Opportunities**

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

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

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

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

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

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

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

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

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

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and

accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as contractor and suppliers of materials on such public works project.

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

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

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

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

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

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

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



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

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

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

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

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

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

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

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

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

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

(a) The commission shall:

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

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

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

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

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

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

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

**5.10.9 Labor Reporting:**

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

**5.11 Executive Orders**

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

**PART 6 PROCUREMENT SCHEDULE**

**6.1 Issue the RFP**

The RFP will be issued by August 18, 2006.

## **6.2 Deadline for Questions**

All questions must be submitted in writing by September 6, 2006. These submissions must be addressed to the attention of Tina Mohr at the Office of Legislative Management; Legislative Office Building; Room 5100, Hartford, CT 06106-1591; [tina.mohr@cga.ct.gov](mailto:tina.mohr@cga.ct.gov).

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

All amendments to the RFP and response to written questions will be published no later than 5:00 pm on September 8, 2006.

## **6.4 Proposal Delivery**

All sealed proposals must be delivered by 4:00 pm on September 18, 2006 to the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut

## **6.5 Presentations**

The preferred contractor(s) will be contacted for a time to make presentations to the evaluation committee.

## **6.6 Contract Award and Process**

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

# **PART 7 RESERVED RIGHTS**

## **7.1 Rights**

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

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

### **7.1.2 Refusal of Proposal**

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

## 7.2 Disqualification for submitting Proposals

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

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

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

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

- (1) Conviction or entry of a plea of guilty for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) Conviction or entry of a plea of guilty under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor(s);
- (3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;
- (4) Noncompliance with contract provisions, of a character regarded by the committee to be of such gravity as to indicate a lack of responsibility to perform as a state contractor(s), including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;

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

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

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

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

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

### **7.2.3 Disqualification Exception**

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



**VENDOR EVALUATION FORM  
ATTACHMENT A**

**Architect and Design Consultant**

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

**Name of Vendor:**

[Insert Name of Vendor]

**Evaluation Contact:**

[Insert Evaluation Contact Name]

**Date:**

[Insert Date of Evaluation]

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





**CORPORATE RESOLUTION AND  
PROOF OF AUTHORIZATION  
FORM**

**ATTACHMENT B**

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

**Architect and Design Consultant**

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

**SAMPLE CORPORATE RESOLUTION**

CERTIFICATION OF AUTHORITY

(DATE)

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

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

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

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

Attest:

(Affix Corporate Seal Here)

Date: (*Date of meeting*)

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

(*Printed Name of Clerk*)

Clerk

**SAMPLE PROOF OF AUTHORIZATION**

PROOF OF AUTHORIZATION

*(LOCATION)*

*(DATE)*

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

Attest:

*(Affix Corporate Seal Here)*

Date: *(Date of notary signature)*

*(Signature of Notary)*

*(Printed Name of Notary)*

Notary Public, *(State of Commission)*

Commission Expires: *(Date commission expires)*



**CERTIFICATION FORM**

**ATTACHMENT C**

**Architect and Design Consultant**

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

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

Independent Price Determinations and Offer of Gratuities:

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

The Proposer agrees to furnish these services and/or commodities to the Connecticut General Assembly as listed in the Request for Proposal at the prices indicated on Attachment E.

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

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

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

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

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

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

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

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



**PROPOSAL PRICING PAGE**

**ATTACHMENT D**

**Architect and Design Consultant**

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

1. Per Hour Charge for Legislative Office Building and Parking Garage Facility Design Consultant \$ \_\_\_\_\_
2. Per Hour Charge for State Capitol Facility Design Consultant \$ \_\_\_\_\_
3. Annual Inflationary Increase \$ \_\_\_\_\_

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

**Please provide one (1) original and three (3) loose leaf copies of your proposal.**

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

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

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

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

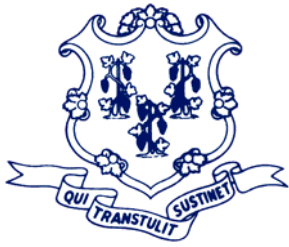
Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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



## INSURANCE CERTIFICATE

### ATTACHMENT E

#### Architect and Design Consultant

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

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

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

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

2. The Comprehensive General Liability Limits Shall Be:

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

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

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

4. Professional Liability including environmental coverage not less than:

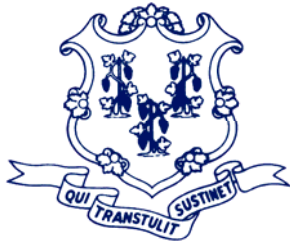
Ea. Claim	\$1,000,000
Aggregate	\$2,000,000
Ea. Claim Ded.	\$25,000

For this professional liability coverage, the aggregate limit is the total insurance available for claims presented within the policy period for all operations of the insured. This limit will be reduced by payments of claims & expenses. This insurance is not for a specific project.

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

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

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



**PRINCIPAL REPORT FORM**

**ATTACHMENT F**

**Architect and Design Consultant**

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

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

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

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

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

PRINCIPAL REPORT FORM – ATTACHMENT [INSERT ATTACHMENT F]

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



**GIFT CERTIFICATION**

**ATTACHMENT G**

**Architect and Design Consultant**

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

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

I, \_\_\_\_\_ (Type/Print Name of Official authorized to execute the contract) am authorized to execute the attached contract on behalf of the \_\_\_\_\_ (Name of Organization), the “Contractor”. I hereby certify that between April 3, 2006 through the contract execution date that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the RFP for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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





**CAMPAIGN CONTRIBUTION  
CERTIFICATION**

**ATTACHMENT H**

**Architect and Design Consultant**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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



**ATTACHMENT I**

**ANNUAL CONTRACT  
CERTIFICATION**

**Architect and Design Consultant**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

## STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

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

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

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number
+
or
Employer identification number
+

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

### Purpose of Form

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

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

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

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

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

### Nonresident alien who becomes a resident alien.

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

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

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

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

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

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

### Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

## Privacy Act Notice

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

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

