

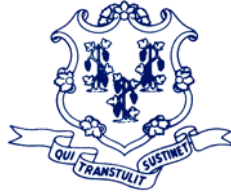
# The Connecticut General Assembly

## 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*

September 11, 2006

TO: All Respondents of Record

FROM: Tina Mohr

RE: Response to Questions and Clarifications to Request for Proposal for Engineering, Production and Distribution Services for the Connecticut Network.

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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 Engineering, Production and Distribution Services for the Connecticut Network.

Please note that the deadline for receipt of all proposals is 4:00 p.m. September 26, 2006 in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

**ENGINEERING, PRODUCTION AND DISTRIBUTION SERVICES**

**FOR THE**

**CONNECTICUT NETWORK.**

**QUESTIONS AND RESPONSES**

**September 11, 2006**

1. How is the signal delivered from the State Capitol and the Legislative Office Building to the cable systems?

Fibers carry the signal from the State Capitol and the Legislative Office Building to the cable operators.

2. Is the fiber, used to communicate signals, permanent and owned by the state ?

The signal from the control room to the cable operators is carried primarily on fiber leased from AT&T. Some of the fiber is owned and donated by cable operators and the fiber between the LOB and the Emergency Operation Center in the State Armory is owned by the State.

3. Are there charges for the use of the fiber to communicate signal to the providers?

The current cost is paid by the current operator and is based on their distribution plan.

4. Does the current vendor have contracts with the cable systems? Are those contracts available?

There are no formal agreements.

5. In regards to the operating plans for coverage of the executive and judicial branch, we would like to know who are the parties of these plans and what are the terms and details of existing agreements?

There are no formal agreements with the Executive or the Judicial branch. Agreements need to be negotiated on an ongoing basis for specific events and with individual agencies.

6. What is currently being used for closed captioning?

The Office of Legislative Management (OLM) is requesting that the contractor provide staff to operate the closed captioning equipment. The contractor will not

be responsible for providing the closed captioning equipment. The state owns all required equipment. Close captioning is being performed utilizing two “echo” systems with equipment purchased from Ultech (for more information go to [www.ultech.com](http://www.ultech.com)). A third Ultech closed captioning system is currently on order. All equipment is owned by the CGA. Currently 50% of the programming is being close captioned. The goal is to have all the programming close captioned. The proposals should outline the plan and schedule to meet this goal. The contractor will need to provide the staff and space to continue and expand the closed captioning.

7. Can a sample of the coverage schedule be provided ?

A sample of the current coverage is available on-line at: [http://www.ctn.state.ct.us/daily\\_schedule.asp](http://www.ctn.state.ct.us/daily_schedule.asp) . Past schedules can be viewed by selecting the date on the calendar. Weekly programming highlights for 2006 are available on-line at: <http://www.ctn.state.ct.us/press.asp> .

8. Does this sample coverage schedule include off site shots?

Yes.

9. Please elaborate on the requirement of 30 hours a week of new programming in section 2.3.2? Is this an average requirement and does it vary throughout the year?

The programming requirement is a minimum of 30 hours of new programming each week.

10. Are there currently two separate staff members, one assigned as project manager and one assigned as producer?

Yes. The proposer shall provide a staffing plan.

11. Section 2.3.3 mentions the television committee must be informed of programming on a weekly basis. Please elaborate on this requirement?

This weekly programming schedule shall be provided in a weekly email to the members of the television committee in advance of the actual programming. These committee members may comment on proposed schedule and may suggestions for events to be covered that are not listed.

12. What is the van currently used for?

A full sized van is required to transport the three robotic camera remote production equipment to events outside the LOB and Capitol.

13. How does the off site distribution occur?

Most off site events are taped for broadcast at a later time. Some highly significant events have been covered live using leased fiber and phone lines, leased satellite or microwave equipment. The current operator has made the arrangements for and paid for these live connections.

14. Who provides the satellite truck?

The satellite truck is provided by the contractor. See question #13.

15. Please confirm if it is required by statute to have CTN carried by all cable systems. Can you confirm this?

Currently CTN is carried on all cable systems in the State. A coverage map is on-line at: [http://www.ctn.state.ct.us/ctn\\_tv.asp](http://www.ctn.state.ct.us/ctn_tv.asp).

16. Can you provide the current educational and promotional efforts of the current contractor?

Currently the promotions are done through network television, radio and public relations which the current vendor has developed. Examples of the educational materials are available on-line at: <http://www.ctn.state.ct.us/education.asp>.

17. Will the contractor be required to provide web stream?

Yes.

18. Will the contractor be required to purchase new equipment?

No. The OLM will purchase all needed equipment. As stated in section 2.3.5 the contractor must provide priority listing regarding equipment replacement or upgrade.

19. Can the state provide a listing of equipment that is owned by the current vendor and will be removed if a new contractor is awarded the contract?

The current vendor owns editing equipment that is used at their off site office for the development of educational materials. Some equipment in the LOB control room such as TVs and office equipment is owned by the operator. The DVD duplication equipment in the LOB control room is also owned by the current vendor. The CGA has funding available to purchase DVD duplication equipment.

20. Please elaborate on the requirement of 24 hour coverage?

The contractor must provide 24 hour programming, however personnel do not need to man the master control 24 hours a day. It is required that personnel be available or on-call 24 hours a day to resolve problems that may occur. The requirement is to provide a 24/7 feed to the cable operators.

21. What are the approximate number of committees that are required to be covered?

There are currently 26 committees of the legislature.

22. The RFP requires 100% transcript creation. Is the current system adequate or should we provide a stenographer?

In addition to requirement for 100% closed captioning required under this RFP, OLM is seeking proposals that would contain a strategy for 100% transcript creation. We currently record all programming and then send it off site to be converted into a written and electronic transcript. The hearing room audio upgrade once fully complete would digitally record all the programming. Proposals should include a strategy to provide a service to create transcripts utilizing the text files created by the current closed captioning equipment or by other means. An example of a committee transcript is on-line at: <http://www.cga.ct.gov/2006/APPdata/chr/2006APP00301-R001030-CHR.htm> . House and Senate sessions and public hearings of committees are transcribed.

Proposals shall include a discussion of the transcript creation cost. This cost should also be indicated on the revised Proposal Pricing Page included in the Attachment 1 to this document.

23. As stated in section 2.3.8, what do the “premises” include?

The premises includes the Legislative Office Building and the State Capitol.

24. You mentioned in section 2.3.1 operating plans for the three branches. Can you provide the current operating agreements for the executive and the judicial branch like you did in attachment J for the legislative branch.

See question #5.

25. Can you please elaborate on the promotion plan described in section 2.3.6. ?

This promotional plan should include what information you plan to disseminate, how and what you plan to do for promotion of the Connecticut Network.

26. Can you please define what you mean by educational requirements?

The proposer is expected to develop a plan to promote education regarding community events. Information is available on the CTN web site. See answer to #16.

27. For the educational piece, is there any current involvement with local schools or colleges?

Yes, information is available on the CTN web site. See answer to #16.

28. Section 4.1 asks for five copies and attachment D asks for three copies, how many copies should be provided?

Please provide the original proposal including attachment 1 not attachment D. Also provide five copies of the entire original proposal.

29. In section 5.2.3, the terms of the contract say five years ? When does the contract extend to ?

The contract extends to 10/31/2011 not 10/31/2010.

30. Is the copyright to the programming kept by the state ?

All archival footage is owned by the state and thus the copyright is owned by the state. All the archival footage is retained by the state in the event a contract is awarded to a new vendor.

31. Elaborate on the cost discussion in section 2.2.3 of the RFP?

The annual cost breakdown provided in the proposal must be all inclusive in scope. Payments will be made on a even monthly basis adjusted for any necessary start up costs.

32. Is the OLM aware of any fees required for permitting, state fees or other requirements for operating within the state of CT?

The OLM is not aware of fees or permitting costs. Fixed contract price shall be proposed for this project.

33. Is the contractor required to be pre-qualified?

No

34. Is the contractor required to negotiate new operating plans with the executive, judicial and legislative branches?

Yes. See question # 5.

35. To what extent must the contractor provide equipment failure coverage?

There should be no equipment failure because the existing equipment provides for adequate redundancy to prevent such failure. The proposer is charged with asking for the appropriate equipment to be purchased by the OLM if it is determined by the proposer that the existing equipment is not sufficient to provide such redundancy.

36. Please describe the emergency power system that serves the Legislative Office Building and the State Capitol?

The CTN control room equipment is connected to the building's back-up generator. Equipment within the room is on battery back-up uninterrupted power systems. The LOB power is partially backed up by the building generator. The Capitol power is 100% backed by its back-up generator. In the event of a power failure, events in the LOB would adjourn and events in the Capitol may continue.

37. Please describe the existing equipment in the public hearing rooms?

In each Hearing room are three pan/tilt units with quick release camera mounts. There are 21 cameras available for use in the Hearing Rooms and they are switched between rooms as needed. There are enough cameras so that the contractor would not be switching the cameras between rooms constantly. The other cameras are used for ENG and the remote system. There are permanent cameras that remain in the Senate and House chambers at all times. All cameras are fundamentally the same with minor differences as a result of purchase date. All cameras are analog.

If a robotic pan/tilt unit were to fail, there is a spare. As a fall back there are tie lines in each public hearing room to which an ENG camera could be connected.

The audio systems in all public hearing rooms are going to be replaced within 60 days. The new system will have a touch screen control to allow the control room staff to turn microphones on and off. When a microphone is turned on, the microphone hallow will glow.

38. How do you cover the off site shots?

The current contractor uses the van that holds the three robotic cameras and by single camera utilizing the ENG cameras and portable recorders.

39. Do the State Capitol and the Legislative Office Building have permanent fiber?

Yes, the State Capitol and the Legislative Office Building have permanent fiber and there is plenty of spare fiber if some needs to be replaced. There are currently 144 strands of single mode and 144 strands of multimode fiber.

40. Is the contractor expected to replace fiber if it becomes necessary to do so?

No, the fiber within the LOB and Capitol is maintained by the CGA's office of Information Technology Services.

41. Are there costs associated with use the transmission lines?

See question #3.

42. Is the successful proposer responsible for the transmission of the broadcast from the control room to all of the cable companies?

See question #1.

43. Is it is transmitted entirely via fiber, if so, who owns the fiber?

See question #2.

44. Who will be responsible for repair of fiber, and all fiber encoders and decoders? –

The fiber and encoders donated by the cables companies are maintained by them. The leased fiber, encoders and decoders are maintained by the lessors. The fiber between the LOB and Armory (Emergency Operations Center) is maintained by the State's Department of Information Technology. The encoders and decoders for the Armory connection and all connections in the LOB and Capitol are maintained by the operator. See also question 40.

45. What is the current cost of transmission to cable companies in Connecticut?

See question #3.

46. Is there any other method of transmission employed, ie, satellite or microwave? –

See questions #13 & 14.

47. What is the "Successful Proposer" responsibility when it comes to repairing fiber lines throughout the state and all encoder and decoders at the cable head ends? –

See question #44.



48. If the proposer is not responsible for fiber backhaul, who is, and how will the “Successful Proposer” interact with the transmission provider(s)?

See question #44.

49. If the Successful Proposer” is responsible for transmission, should we provide a cost for satellite, fiber and/or microwave transmission? Where exactly does the responsibility end for the Successful Proposer? At the edge of control room? Outside the building? To the fiber encoder, or to each cable head end fiber decoder?

See question # 13.

50. Can we get a copy of the blueprint or blue line drawing of the entire operation? Is there anything that shows all video and audio cabling in all facilities as well as of all of the connections to equipment? Do they include production and distribution system in state capitol and all other buildings currently wired? What equipment is in each of these locations and where are they located on the router?

Blue prints of the entire operation do not exist. We do not have connection drawings. The system was built over a number of years. All permanent production equipment is in the LOB control room. There the self contained three robotic camera remote system and a mini production system in the Armory (Emergency Operations Center).

51. Is the contractor responsible for repair and/or replacing of all equipment?

Under the current contract the operator is responsible for repairs and the CGA responsible for replacement.

52. Could you give us the number of hours each piece of equipment has been in service?

Unknown.

53. What equipment has failed in the previous contract, and how did the current provider handle replacement of that equipment? Did the equipment result in dead air for the televised and/or internet broadcast broadcasts? How was that handled?

No equipment has failed requiring replacement. Some equipment breakdown requiring repair has occurred. Very minimal dead air has occurred and it was quickly resolved by the operator by correcting or routing around the problem.

54. Is there a redundant or replacement piece of equipment for every piece of gear currently on line?

The control room system is fairly redundant in its design. All equipment is listed and currently in use.

55. Is every piece of gear in every facility on the router in the main control room?

Yes.

56. Where are the servers for the internet housed? Are these servers sitting at an IP provider in order to be on the edge of the internet?

The web stream servers are located in the LOB control room with “mirror” servers at the State data center in East Hartford.

57. Is there an edge server currently employed for streaming audio and video? Is Akamai or similar service used?

The web streaming hardware and software are provided and maintained by the CGA’s Office of Information Technology. Connections to the internet by the State’s Department of Information Technology. The operator is responsible for providing the “Web A” and “Web B” feeds to the servers.

58. How much bandwidth is currently being used for media streaming and on-demand programs on the internet? Is there a limit to the number of concurrent users who may be viewing the broadcast at one time?

Unknown, see the question above. Systems are upgraded based on demand.

59. Would the “Successful Proposer” have to contract for the line to the Windows Media Servers as well as the bandwidth used?

See last two questions above.

60. What size line is currently used for the Internet streaming servers? Is it DS3? Who pays for that line? Would the “Successful Proposer” pay for the bandwidth?

See last three questions above. Costs for hardware, software and access are paid by the State.

61. Is “Successful Proposer” required to repair and replace servers? Required to upgrade software and hardware?

See last four questions above.

62. Are the servers dedicated to CT-N, or are there other state websites on these servers?

The servers are dedicated to CT-N and located in the control room.

63. Would you object to the servers being at another location, and only the encoders being in the control room?

The servers are to remain in the LOB Control Room.

64. Could we see the past production schedules and post production schedules, for live broadcasts and for remotes, for the network?

See question # 7 for distribution schedules. Production schedules are not available.

65. How many hours, on average, does contractor currently require for setup and wrap when on remote location? What kind of cooperation do they get at each location?

It takes a couple of hours to set up and breakdown the remote system depending on the location and accessibility. You have to anticipate that no or very minimal assistance in setting up will be available.

66. How long does the typical remote event last?

Varies greatly. See question # 7 for distribution schedules which list program length.

67. Is there an agreement that CT-N should cover all state government functions?

See questions #5.

68. Does contractor currently rent any additional equipment when on location?

Occasionally specialized equipment is rented, normally all required equipment is available.

69. Does contractor ever use additional temporary crew at remote locations?

Unknown. Proposal must include all requirements.

70. Would you be opposed to creating a true production van, with enough camera and audio cable to reach any of the locations, in order to reduce wear and tear that comes with packing and unpacking equipment?

No. Most of the time it is necessary to bring the equipment to the room the event is taking place in or an adjoining room. You would not be permitted to run cables within the buildings. Most of the equipment remains in the road cases. The road cases were designed to minimize the cable interconnections case to case.

71. How many people are currently on staff and what are their positions? How many are full time, part time or freelance? How many man hours were used by the network last year?

The staffing varies and is primarily full time. Subject to changes the staff and functions are: 1- Project Manager, 3 – Operations and Marketing, 5 – Producers, 1 – Project Coordinator, 1 – IT & Web, 1 – Engineer, 1 – Administrative, 9 – Production Techs. The number of man-hours is unknown.

72. Do you require a certain number of people to produce the live broadcasts of House and Senate? Producer, TD, Robotic Camera Operator, Audio, Graphics, Internet Encoder, Tape/DDR recording and playback? How many people are currently used to produce the House and Senate live feeds, and is that number currently mandated?

There are no specific requirements for level of staffing to produce live programming.

73. Are there any changes required regarding the look and sound of the current broadcasts, such as more graphics, more lighting, etc, or are you happy with the current broadcast and internet streams?

CTN as run is a model for public affair television. It needs to continually evolve to remain a model.

74. Who makes final decision on what events are covered? What is the process for making those decisions on production outside of gavel to gavel house and senate live coverage?

The operator makes the final decision. See question #11.

75. If each committee must be covered at least once during each session, how many committees are there?

See question #21.

76. When are House and Senate schedules published? How often do scheduled times for meetings and events change?

Schedules are published daily in the sessional period and weekly during the interim in the "Bulletin". Meetings can be scheduled with as little as one days notice. Schedules change often.

77. What happens if meetings scheduled to be broadcasts are canceled?

Normally another event gets covered when a previously schedule event is cancelled.

78. How do you produce live events off-site of capital complex? Do you have a Microwave transmit and receive? How is the Internet currently handled on live location?

See questions #13 & 14. The cable distribution and web streaming originates in the control room

79. One of the goals listed in this RFP is to increase cable coverage. Are all Connecticut cable companies required to carry CT-N by January 1, 2007, or do we have to negotiate with each cable company to get them to carry the signal?

See question # 15

80. Can they advertise during CT-N's daily broadcast?

No

81. What closed captioning software and hardware do you currently use? How accurate is it? Will closed captioning ever require a person to close caption instead of relying on voice recognition software? Is closed captioning required on taped and archived versions? Does new voice recognition software provide the accuracy you require?

See question # 6.

82. Does the voice recognition software for closed-caption require an announcer to echo everything said? Is there an audio booth for that person?

Yes. See question #6.

83. Another goal of the RFP is to create more public awareness. Should the costs we submit include paying for the production, placement and space/time for print, broadcast, point of sale, etc? If other media is used for promotion, who pays for the cost of placing advertising in media outside CT-N? Is broadcast promotion limited to the CT-N network?

All promotion costs are paid by the operator. Promotion is limited to CTN.

84. What Public Information & Education promotions were done in last contract? What were the costs of these promotions?

See question # 16. The costs are unknown.

85. Are cable companies required to carry promotions for CT-N on their other channels?

No

86. Have any of the state's contracted advertising agencies done any creative work or media buying for CT-N in the past?

No

87. Is all editing done on-line in one of the control rooms?

Editing of programming is performed in the control room.

88. Is there a non-linear editor?

No.

89. Is everything currently mastered on Beta SX tape? Do we purchase all tape stock as part of the contract?

Yes, the operator is responsible for the purchase of tape.

90. Attachment J states how equipment will be installed. Is there new equipment that will have to be purchased, or are we using existing equipment?

No. See question #18.

91. What is the procedure for purchasing new equipment? Do we include those cost estimates in our response to RFP? Are there totally new functions anticipated that would require new equipment, or is it just a matter of keeping the existing equipment running and replacing it properly as it wears out?

See question #18. No. Costs must not include new equipment to be purchased.

92. Who does the Project Manager and Producer report to?

Currently all CTN staff report to the project manager who is the designate primary individual for the operator.

93. If CT-N is currently broadcasting 24 hours a day, do you have someone at master control 24 hours per day? If not, what happens when there is malfunction? What are procedures that must be followed in this area?

The control room does not need to be staffed 24 hours a day. In the case of a malfunction (which have been extremely rare) an individual responds to make correct the problem.

94. Is there currently backup power, generator, battery etc. in all control rooms and all wired locations? Is the backup power sufficient to handle all video, audio and lighting required?

See question # 36.

95. Section 2.3.1 of the RFP requires that the proposer shall provide an operating plan for coverage of the Legislative, Executive, and Judicial branches. The RFP includes a Legislative Draft Operating Agreement as Attachment J. Are there similar plans for the Executive and Judicial branches and what are the details of these agreements?

See answer to question #5.

96. Section 2.3.2 of the RFP notes that the Connecticut General Assembly retains ownership of all programming produced. Does this policy also apply to the programs that have been produced (regardless of format) since the inception of the CT-N project including but not limited to the educational and informational materials?

Yes the CGA has retained ownership of all programming and material produced in the past.

97. Section 2.3.3(g) of the RFP calls for a strategy to accomplish 100% transcript creation. To implement a strategy will create cost. Is there a schedule the proposer must meet to implement the 100% transcription strategy?

[See answer to question # 22 and clarifications #1, 2 and 3. Proposals must include a strategy and a discussion of the cost to accomplish 100% transcription.](#)

98. Section 2.3.4 of the RFP requires the proposal to include a distribution scheme. Many of the cable companies are currently carrying the CT-N signal by agreements. To propose a competent distribution scheme requires detail from these agreements. Who are the named parties in these agreements and what are the terms and details of these contracts?

[See questions 1, 2, 3, and 4.](#)

99. Section 2.3.6 of the RFP is titled Promotion, Public Information & Education. The section requires the dissemination of information and requires an outline for proposed promotion. What are the expectations to satisfy the Educational element referenced in the section heading?

[To continue the success of CTN there needs to be a promotion plan which includes but is not limited to print and broadcast advertising, press releases, etc.](#)

100. Section 2.3.6 of the RFP requires the proposal include a proposed promotion plan. Is the dissemination of information also included in this section meant to mean the dissemination of promotional material or is there other information expected to be disseminated?

[Information to be disseminated should include promotion, public information and education materials.](#)

101. Section 2.3.6 of the RFP requires the proposer to provide multiple web streams. The equipment list does not include any computer hardware that would be necessary to provide these streams. Does the proposer have to procure the IT equipment and infrastructure to produce the required web streams?

[See questions # 56-60.](#)

102. Section 2.3.8 requires the premises to be occupied during the performance of work. What premises is this referring to?

[See question #23.](#)



103. Does the OLM provide coordination and access arrangements for those events that are not held in the Legislative Office Building, such as the courts, municipal facilities or other venues?

[No, coordination and access arrangements are made by the operator.](#)

104. Section 4.1 (c) of the RFP requires that an original and five (5) loose leaf copies of the proposal to be submitted whereas Attachment D Proposal Pricing Page requires one (1) original and three loose leaf copies of the pricing proposal. For clarification, should the proposer follow Section 4.1 (c) and provide one (1) original and five (5) loose leaf copies of the proposal including one (1) set of pricing pages with each original and copy, or are there to be one (1) original and five (5) loose leaf copies of the proposal including one (1) original pricing page and an addition three (3) copies of the pricing page copies included with each set?

[See question #28.](#)

105. Section 5.2.3 of the RFP notes the term of the contract shall extend from November 1, 2006 through October 31, 2010 whereas Section 2.1 requests proposals for a period of five (5) years. Please clarify whether the term of the contract will be four (4) or five (5) years.

[See question # 29.](#)

106. C.G.S §4a-100 requires all contractors to pre-qualify before they can bid on any construction, alteration, remodeling, repair or demolition of any public building, for work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds. Are there any prequalification requirements for this project?

[See question #33.](#)

**ENGINEERING, PRODUCTION AND DISTRIBUTION SERVICES**  
**FOR THE**  
**CONNECTICUT NETWORK.**

**CLARIFICATIONS**

**September 11, 2006**

1. Section 2.2.3 of the RFP reads,

“Proposers shall provide a detailed description of the project cost including a breakdown of cost associated with personnel assigned to each aspect of the project as outlined on the Proposal Pricing Page included in Attachment D of this RFP. A payment schedule must also be provided for the first year reflecting all inclusive fees, broken out monthly. The proposal must also include a discussion of the annual inflationary increase for the life of the contract.

The proposal must also include a completed Proposal Pricing page which is meant as a summary of the detailed description of the project cost discussed above and should include costs associated with (1) Programming production; (2) Distribution, Engineering & Maintenance; (3) Public Information & Education; (4) Management & Operations; (5) Total Cost and (6) Annual Inflationary Increase. (Attachment D)”

Section 2.2.3 is now revised to read as the following,

“Proposers shall provide a detailed description of the project cost including a breakdown of cost associated with personnel assigned to each aspect of the project as outlined on the Proposal Pricing Page included in Attachment 1 of the Q&A document. A payment schedule must also be provided for the first year reflecting all inclusive fees, broken out monthly. The proposal must also include a discussion of the cost to provide transcription services and of the annual inflationary increase for the life of the contract.

The proposal must also include a completed Proposal Pricing page which is meant as a summary of the detailed description of the project cost discussed above and should include costs associated with (1) Programming production; (2) Distribution, Engineering & Maintenance; (3)Promotion, Public Information & Education; (4) Management & Operations; (5) Total Cost ; (6) Cost of Transcription and (7) Annual Inflationary Increase. (Attachment 1)”

2. Attachment D proposal Pricing Page has been revised in Attachment 1 of this Q&A. Proposals shall include a completed Revised Proposal Pricing Page included in the Attachment 1 to this Q&A document. Do not submit Attachment D with the proposal.

3. Section 2.3.3(g) of the RFP reads,

“Closed-Captioning:

The proposal shall include a strategy to accomplish 100% transcript creation and full implementation of closed-captioning on CT-N. The proposer must fully implement closed captioning with the current voice-captioning technology.”

Section 2.3.3 is now revised to read as the following,

“Closed-Captioning:

The proposal shall include a strategy and a discussion of the cost to accomplish 100% implementation of closed-captioning on CT-N. The proposer must fully implement closed captioning with the current voice-captioning technology. The final cost shall also be included in Attachment 1 of this Q&A document on line 1.”

4. Section 2.3.3(h) of the RFP has been added and now reads,

Transcription:

The proposal shall include a strategy and a discussion of the cost to accomplish 100% transcription. The final cost shall also be included in Attachment 1 of this Q&A document on line 6.



**REVISED PROPOSAL PRICING  
PAGE**

**ATTACHMENT 1**

**CT Engineering, Production &  
Distribution RFP**

**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. Programming and Production                | \$ _____ |
| 2. Distribution, Engineering & Maintenance   | \$ _____ |
| 3. Promotion, Public Information & Education | \$ _____ |
| 4. Management & Operations                   | \$ _____ |
| 5. Total Cost                                | \$ _____ |
- 

- |                                   |          |
|-----------------------------------|----------|
| 6. Cost of Transcription Services | \$ _____ |
| 7. 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.

**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

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

### REQUEST FOR PROPOSAL

### ENGINEERING, PRODUCTION AND DISTRIBUTION SERVICES FOR THE CONNECTICUT NETWORK

**(A non-mandatory meeting and walk-through for contractors will be held on  
September 7, 2006 in Public Hearing Room 1C at the Legislative Office  
Building from 1:00 to 3:00 pm. )**

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 26, 2006

**TIME:** 4:00 pm

**Issued:** August 18, 2006

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## **PART 1 GENERAL INFORMATION**

### **1.1 Executive Summary**

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

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

### **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) “CTN” - Connecticut Network;
- (e) “OLM” - Office of Legislative Management;
- (f) “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;
- (g) “Proposer” - Person, firm or corporation submitting a proposal in response to a request for proposals;
- (h) “RFP” - Request for proposal;
- (i) “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

**Telephone:** (860) 240 – 0100

**Fax:** (860) 240 – 0122

## **PART 2 PROJECT SCOPE**

### 2.1 Overview

It is the intention of the Connecticut General Assembly (CGA) to continue funding for Connecticut Network (CT-N), which provides television coverage of the legislature, events of public interest in the Executive and Judicial branches and other events of statewide interest. The CGA, through the Office of Legislative Management (OLM), is requesting proposals to provide engineering, production and distribution services for CT-N for a period of five years.

The engineering, production and distribution goals of the CGA include the following:

- Timely coverage of state government deliberations geared towards engaging citizens in the governmental process;
- Full implementation of closed-captioning capability for all programming on CT-N;
- Increased availability of the service on cable systems throughout Connecticut;
- Enhanced promotion of CT-N to continually increase public awareness of the service;
- Provide a variety of educational initiatives to foster a greater understanding the process of state government.

There exists a broadcast quality digital television production and distribution system in the State Capitol and the Legislative Office Building to meet the current requirements of CT-N.

### 2.2 Administrative Requirements

The proposer must include the following requirements:

### **2.2.1 Corporate References and Experience**

- (a) Proposer must include in their proposal a detailed description of the organization's technical experience in providing broadcast television engineering, production and distribution services.
- (b) Corporate references shall be provided for projects similar to that described in this RFP and shall include 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) The proposer must describe their organization, including:
  - i. Size of organization (number of employees);
  - ii. Resources;
  - iii. Years in business;
  - iv. Location;
  - v. Arrangements with subcontractors; and
  - vi. Indicate the percentage of annual sales that this engagement represents.

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

The proposer must demonstrate the following for personnel assigned to the project:

- (a) Five years of experience with projects similar to that described in this RFP;
- (b) Detailed resumes for personnel that will be assigned under this contract.

### **2.2.3 Cost**

Proposers shall provide a detailed description of the project cost including a breakdown of cost associated with personnel assigned to each aspect of the project as outlined on the Proposal Pricing Page included in Attachment D of this RFP. A payment schedule must also be provided for the first year reflecting all inclusive fees, broken out monthly. The proposal must also include a discussion of the annual inflationary increase for the life of the contract.

The proposal must also include a completed Proposal Pricing page which is meant as a summary of the detailed description of the project cost discussed above and should include costs associated with (1) Programming production; (2) Distribution, Engineering & Maintenance; (3) Public Information & Education; (4) Management & Operations; (5) Total Cost and (6) Annual Inflationary Increase. (Attachment D)

Once the contract is awarded, invoices are to be submitted monthly for services provided in the previous month.

## **2.3 Technical Requirements**

### **2.3.1 General Requirements:**

Proposers shall provide operating plans for coverage of the Legislative, Executive and Judicial branches. The attached Legislative Draft Agreement outlining the Legislative coverage shall be accounted for while developing the plans for coverage of the Legislative branch. (Attachment J)

### **2.3.2 Programming:**

A minimum of 30 hours of live, same day or as close to same day coverage is to be produced and aired weekly.

During the 2007, 2008, 2009, 2010 and 2011 legislative sessions air, at minimum, one full hearing of each legislative committee up to the limits of the programming block during each session.

Legislative sessions are to be covered live. If both chambers are in session at the same time, one chamber is to be covered live immediately followed by the taped coverage of the other chamber.

The Connecticut General Assembly retains ownership of all programming produced.

### **2.3.3 Production Services:**

#### **(a) General:**

Provide a full time Project Manager and Producer dedicated to CT·N for the duration of the contract.

Provide all additional operations personnel required to meet the requirements of CT·N.

Coordinate appropriate training for all operations personnel.

Create a permanent DVD video archive of all covered events, raw and produced. A permanent archive utilizing a medium other than DVD disks may be proposed as long as the medium provides equal or better quality over a longer time period.

#### **(b) Legislative Branch:**

Provide live and taped television coverage of legislative proceedings, including public and committee hearings and sessions of the House and Senate in accordance with the attached Legislative Draft Agreement regarding the Legislative coverage. (Attachment J)

Inform the Television Committee of the legislature on a weekly basis of all proposed program activities and schedules.

Public and committee hearings of legislative committees that are covered are to be covered "gavel to gavel". Public and committee hearings can and do run outside normal business hours; staff schedules are to be adjusted to meet this requirement.

Each and every legislative session of both the House and Senate is to be covered "gavel to gavel". Legislative sessions can and do run outside normal business hours and on weekends, staff schedules are to be adjusted to meet this requirement.

The live television signal of any legislative sessions, committee meetings, public hearings and other events being covered that are held in the Legislative Office Building and Capitol are to be fed to the appropriate channel on the State Capitol and Legislative Office Building closed circuit television system.

(c) Executive Branch:

Provide live and taped television coverage of executive branch proceedings including public and committee hearings, informational meetings and events of public interest.

Events that are covered are to be covered "gavel to gavel". Events can and do run outside normal business hours; staff schedules are to be adjusted to meet this requirement.

It is anticipated that many of the executive branch events to be covered will be taking place at locations away from the Capitol Complex.

(d) Judicial Branch:

Provide live and taped television coverage of judicial branch proceedings including sessions of the Supreme Court.

Events that are covered are to be covered "gavel to gavel". Events can and do run outside normal business hours; staff schedules are to be adjusted to meet this requirement.

Most judicial branch events to be covered will be taking place at locations away from the Capitol Complex.

(e) Other Events:

Provide live and taped television coverage of other events of public interest.

(f) Mobile Production System:

A mobile production system is available for use at locations outside of the State Capitol and Legislative Office Building. This system consists of a self-contained three-robot camera production and recording system with a digital/analog video switcher and character generator.

The proposer will be responsible for providing a van of sufficient size to transport the equipment to the remote locations. The cost of the van must be included in the detailed description of the project cost alluded to in section 2.2.3 of this RFP.

(g) Closed-Captioning:

The proposal shall include a strategy to accomplish 100% transcript creation and full implementation of closed-captioning on CT-N. The proposer must fully implement closed captioning with the current voice-captioning technology.

**2.3.4 Distribution:**

The goal of this project is to make the programming produced available to the maximum number of households in the State of Connecticut.

An output signal feed is to be provided from the Master Control room 24 hours a day. This signal feed is to be the live or most recent block of programming repeated as many times as required until a new block of programming is available. When the House of Representatives and the Senate are in session, a live signal feed from each of the chambers is to be provided.

Proposals are to include a proposed distribution plan, a list of each cable system's ability to distribute the output signal real time and a schedule of the times the programming is currently being aired by the cable system.

For any cable system not able to receive and distribute the output signal real time, at minimum, the plan is to include the following:

- Every cable system head end not carrying the output signal real time under the proposer's distribution plan is to receive, at minimum once a week, a video tape copy of one block (four hours) of the programming. The cost to provide and duplicate and distribute these copies is to be included in the "Distribution, Engineering and Maintenance" section of the Proposal Pricing Page. (Attachment D).
- Every cable system head end not carrying the output signal real time under the proposer's distribution plan and their "Access" channel operator(s) are to be contacted and offered daily video tape copies of the programming blocks (four hours). Any cable system head end or "Access" channel operator that requests daily videotape copies of the programming blocks (four hours) is to be provided with these daily video tape copies. Provide a per cable system cost for these additional videotapes.

The proposer is to submit an outline of the plan to expand distribution of the programming to meet the goal of making the output signal available real time to every cable system head end or their "Access" channel operator. Such detailed plan is to be submitted within sixty (60) days of award of the contract. This detailed plan is to be specific as to how the distribution is to be made, along with firm costs.

### **2.3.5 Engineering and Maintenance Services:**

Provide at a minimum, a full time, qualified broadcast engineer on site for the CT-N control room in the Legislative Office Building, dedicated to CT-N for the duration of contract.

Provide additional qualified engineering staff as required and a replacement broadcast engineer when the full time broadcast engineer is absent.

Provide required engineering services to oversee the installation of any new or replacement equipment purchased by the General Assembly through the OLM for any expansion or upgrade of the CT-N production or distribution system(s).

Design and implement appropriate testing procedures to assure all systems are working at specified levels.

Provide preventative maintenance and minor repair services for the broadcast television production and distribution system in the State Capitol, Legislative Office Building and the Hartford Armory for the duration of the contract.

Provide training in the design, operation and maintenance of the broadcast television production and distribution system to designated representatives of the OLM and its maintenance contractor, Guardian Service Industries, Inc.

Provide assistance in coordinating the interconnection of the CT-N broadcast television production and distribution system and the General Assembly's in-house audio/visual systems.

Within sixty (60) days of award of the contract, the successful proposer shall provide OLM with recommendations for any proposed upgrades to the existing system and corresponding priority list of equipment that, at the time of the contract award, may require replacement or upgrade. The OLM will fund these upgrades and replacements to the extent possible with available appropriated funds. Please refer to the existing equipment listed in this RFP on attachment K.

### **2.3.6 Promotion, Public Information & Education:**

The proposer will be responsible for promotion of CT-N and dissemination of information on a daily basis.

Proposals shall include an outline of the proposed promotion of CT-N.

The proposer is to have on staff a full time electronic communications specialist. This individual will be responsible for the daily maintenance of the CT·N web site, <http://www.ctn.state.ct.us>, including the updating of the schedules to reflect the actual programming being distributed, creating and editing HTML documents, encoding the streaming video content and distribution by fax and e-mail of press releases created by the proposer's promotion staff.

The Proposer must provide multiple web streams.

The Connecticut General Assembly reserves the right of approval and retains ownership of all names, logos, bugs, etc. associated with CT·N.

### **2.3.7 Management and Operations**

The existing control room space is to be utilized for the proposed production staff. The available space within the control room is to be shared with the Audio/Visual Engineer and Audio/Visual Technician of the CGA's maintenance contractor, Guardian Industry Services.

There is currently no available space at the State Capitol or Legislative Office Building for other functions required under the terms of this contract. The contractor is responsible for providing additional office space for the other staff and functions required under the terms of this contract. The cost of this space is to be included in the proposal in the "Management & Operations" section of the Proposal Pricing Page. (Attachment D)

### **2.3.8 Use of Premises**

The premises will be occupied during the performance of work; therefore, it will be necessary to provide OLM with a work plan and schedule in advance when work will take place so that arrangements may be made for safe ingress and egress by building personnel, parking of vehicles, directing of traffic, delivery of goods, mail, etc. The work shall not interfere with normal, continuous, and safe operation of the building and site.

Nothing contained in the specifications shall be interpreted as giving the contractor exclusive use of the premises.

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

A non-mandatory proposer meeting and walk through will be held September 7, 2006 from 1:00 - 3:00 pm in Hearing Room 1C of the Legislative Office Building in Hartford, CT. An inspection of the existing conditions will be conducted at that time. Questions regarding any aspects of this RFP may be submitted in writing following this meeting.

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 included in his 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>PART 3 EVALUATION OF PROPOSALS</b>
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**3.1 Mandatory Requirements**

OLM will review proposals submitted to determine if the administrative submission requirements listed on section 2.2 have been addressed.

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

**3.2 Qualitative Elements**

Once it is determined that the proposal meets the administrative requirements, the following qualitative elements of the proposal will be evaluated based on the scoring methodology identified in section 3.1.3. (Attachment A)

- (a) Completeness and quality of proposed approach methodology;
- (b) Proposers understanding of the requirements;
- (c) Clarity of Submission;
- (d) Quality of corporate expertise, experience, and qualifications;
- (e) Quality of staffing plan;
- (f) Reasonableness of the proposed fee structure

**3.3 Scoring**

The qualitative elements of the proposals which satisfy the administrative requirements will be scored on the Vendor Evaluation Form using a scale of outstanding, very good, fair and poor. (Attachment A)

**3.4 Debriefing Procedure**

OLM contracting personnel will send written notification to all proposers indicating which proposal has been selected for contract award.



<b>PART 4 PROPOSAL CONTENTS</b>
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Proposals shall include the following administrative and technical documentation.

#### **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 five (5) loose leaf copies of your proposal must be submitted;
- (d) The proposer must indicate on the front of the envelope:

**SEALED PROPOSAL:**                      **ENGINEERING, PRODUCTION AND  
DISTRIBUTION SERVICES FOR THE  
CONNECTICUT NETWORK**

**DEADLINE FOR RECEIPT:**              September 26, 2006 @ 4:00pm

- (e) Evidence of technical experience for company in providing broadcast television engineering, production and distribution services;
- (f) Corporate References;
- (g) Description of the organization;
- (h) Years of experience of personnel associated with projects similar to that described in this RFP.
- (i) Resumes for personnel;
- (j) Detailed description of project cost;
- (k) The proposer must submit a form of a notarized proof of authorization. The proposer has the option of satisfying this requirement by either submitting a corporate resolution or proof of authorization. The proposer is not required to use the wording provided in the attachment but must ensure that all the information is included with the document meant to satisfy this requirement as indicated (Attachment B).

- (l) Completed Certification Form. (Attachment C)
- (m) Proposal Pricing Page. (Attachment D)
- (n) Vendor profile. (Attached K)
- (o) W-9 form. (Attached L)
- (p) 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.
- (q) The proposer must complete and submit the Gift Affidavit as described in section 5.1.2 in this RFP and included in Attachment G. Pursuant to Conn. Gen. Stat. Sec. 4-252(e)(1), the planning date which should be referenced in the affidavit is June 1, 2006.
- (r) The proposer shall submit **both** a completed Principals Form for their organization as defined in section 5.1.1(a)(vi) and included in attachment F of this RFP with their proposal and the online Principals Form. The proposer must submit the online Principals form by email to Tina Mohr at [tina.mohr@cga.ct.gov](mailto:tina.mohr@cga.ct.gov) using the online form located at <http://www.cga.ct.gov/olm/publications2.asp>.
- (s) The proposer must complete and submit the Campaign Contribution Certification form included in this RFP on Attachment H.

#### **4.2 Technical Documentation**

- (a) Operating plans for coverage of the Judicial, Legislative and Executive branches;
- (b) The proposer must submit a proposed approach and methodology statement that meets the objectives of this RFP.
- (c) Outline of how the proposer intends to address the requirements of JCLM;
- (d) The proposer must submit a staffing plan with job descriptions for each of the positions;
- (e) The proposer must submit resumes of all key proposed staff;
- (f) The proposer must include a complete list of subcontractors to be used, including a detailed description of the service to be provided by each of the subcontractors, the subcontractor's

particular expertise and a list of similar projects completed by the subcontractor.

- (g) Subcontractors must be acceptable to the Office of Legislative Management. The proposer is required to assume responsibility for all services offered in its response. The Office of Legislative Management will consider the proposer to be the sole point of contact with regard to all matters, including subcontractor performance;
- (h) Proposed distribution plan, a list of each cable system's ability to distribute the output signal real time and a schedule of the times the programming is currently being aired by the cable system.
- (i) Outline of a plan to expand the distribution as discussed in section 2.3.4 of this RFP;

#### **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.
- (b) Performance Bond. A performance bond may be required for the annual amount of the contract award.
- (c) Annual Contract Certification – Annual contract certification included in Attachment I of this RFP must be submitted to update the preceding gift/campaign certifications on the contract anniversary date.

### **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 is June 1, 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 of the contract shall extend from November 1, 2006 through October 31, 2010. The state reserves the right to extend or terminate the contract, if needed.

### **5.2.4 Modification**

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

### **5.2.5 Transfer**

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

### **5.2.6 Governing Law:**

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

Notwithstanding any provision or language in this contract to the contrary, the state may terminate this contract whenever it determines that such determination is in the best interests of the state. Any such termination shall be effected by delivery to the contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the contractor's address furnished to the state for purposes of correspondence or by hand delivery. Upon receipt of such notice, the



contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the state. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the state, however, no compensation for lost profits shall be allowed.

## **5.3 Contract Breach**

### **5.3.1 Failure to Perform**

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

### **5.3.2 Rejection**

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

### **5.3.3 Cancellation**

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

## **5.4 Accounting Records**

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

## **5.5 Work Product**

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

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

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

## **5.6 Renewal of Contract**

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

## **5.7 Contractor Guarantees**

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

- (e) The contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient 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 Meeting and Walk-Through**

A non-mandatory meeting and walk-through for contractors will be held on September 7, 2006 from 1:00 – 3:00 in Public Hearing Room 1C at the Legislative Office Building.

### **6.3 Deadline for Questions**

All questions must be submitted in writing by September 8, 2006 by 4:00 pm. 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.

### **6.4 Amendments to Request for Proposal**

All amendments to the RFP and response to written questions will be published no later than 4:00 pm on September 11, 2006.

### **6.5 Proposal Delivery**

All sealed proposals must be delivered by 4:00 pm on September 26, 2006 to the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut

### **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;
- (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, 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 or supplier; or

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

CT Engineering, Production & Distribution RFP

The Connecticut General Assembly

Joint Committee on Legislative Management

Legislative Office Building – Room 5100

Hartford, CT 06106

(860) 240 – 0100      FAX: (860) 240 - 0122

**Title:** [Insert RFP Title]  
**Name of Vendor:** [Insert Name of Vendor]  
**Evaluation Contact:** [Insert Evaluation Contact Name]  
**Date:** [Insert Date of Evaluation]

	Outstanding	Very Good	Fair	Poor
(a) Completeness and quality of proposed approach methodology				
(b) Proposers understanding of the requirements				
(c) Clarity of Submission				
(d) Quality of corporate expertise, experience, and qualifications.				
(e) Quality of staffing plan				
(f) Reasonableness of the proposed fee structure				



**CORPORATE RESOLUTION AND  
PROOF OF AUTHORIZATION  
FORM**

**ATTACHMENT B**

**CT Engineering, Production &  
Distribution RFP**

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

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

**SAMPLE CORPORATE RESOLUTION**

CERTIFICATION OF AUTHORITY

(DATE)

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

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

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

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

Attest:

(Affix Corporate Seal Here)

Date: (*Date of meeting*)

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

(*Printed Name of Clerk*)

Clerk

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**

**CT Engineering, Production & Distribution RFP**

**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.

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: \_\_\_\_\_

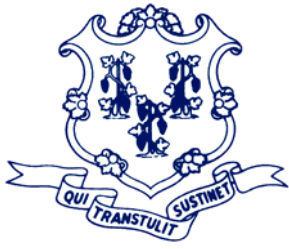
Name (Printed): \_\_\_\_\_

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

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

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





**PROPOSAL PRICING PAGE**

**ATTACHMENT D**

**CT Engineering, Production & Distribution RFP**

**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. Programming and Production \$ \_\_\_\_\_
- 2. Distribution, Engineering & Maintenance \$ \_\_\_\_\_
- 3. Promotion, Public Information & Education \$ \_\_\_\_\_
- 4. Management & Operations \$ \_\_\_\_\_
- Total Cost: \$ \_\_\_\_\_

- 5. 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: \_\_\_\_\_

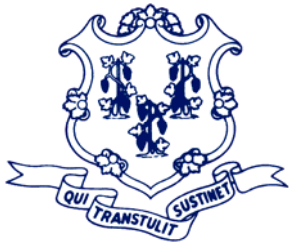
Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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



## **INSURANCE CERTIFICATE**

### **ATTACHMENT E**

#### **CT Engineering, Production & Distribution RFP**

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

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

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

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



**PRINCIPAL REPORT FORM**

**ATTACHMENT F**

**CT Engineering, Production & Distribution RFP**

**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)

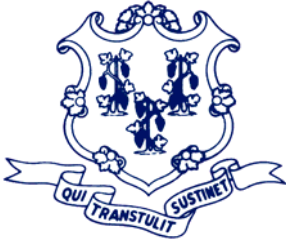
Principal Key	Designation		<b>Total Number of Pages Submitted</b> <input style="width: 100px;" type="text"/>
Owner/Shareholder	O		
Member/Board of Director	B		
President	P		
Chief Executive Officer	CEO		
Treasurer	T		
Exec./Senior Vice Pres.	V	<b>Contact Information (regarding content of form)</b>	
Employee	E	Name:	<input style="width: 150px;" type="text"/>
Spouse	S	Email Address:	<input style="width: 150px;" type="text"/>
Dependent Child	C	Telephone Number:	<input style="width: 150px;" type="text"/>

Contractor Name	<input style="width: 500px;" type="text"/>
Alternate Name 1	<input style="width: 500px;" type="text"/>
Alternate Name 2	<input style="width: 500px;" type="text"/>
Alternate Name 3	<input style="width: 500px;" 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 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



**GIFT CERTIFICATION**

**ATTACHMENT G**

**CT Engineering, Production & Distribution RFP**

**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 June 1, 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**

**CT Engineering, Production &  
Distribution RFP**

**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**

**CT Engineering, Production &  
Distribution RFP**

**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



## ATTACHMENT J

### LEGISLATIVE DRAFT AGREEMENT

CT Engineering, Production &  
Distribution RFP

**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

#### Statement of Intent

The intent of this agreement is to ensure CTN programming gives viewers an accurate sense of the flow and context of a legislative session. In addition, the philosophy guiding decisions represented in this document is that operator should present unedited, "gavel-to-gavel television coverage of state government deliberations and other events of state-wide significance."

The following definitions apply to the this operating agreement:

"**CTN**" means the Connecticut Network, the working name for the project.

"**CGA**" means the Connecticut General Assembly.

"**Operator**" means the entity under contract with the Connecticut General Assembly to operate CTN.

"**Project Manager**" is the Operator's onsite project manager/director

"**Live broadcast**" means activities broadcast as they occur.

"**Taped original broadcast**" means broadcast of material that was taped, but that has never aired.

"**Rebroadcast**" means broadcast of material that has aired at least once.

The Operator agrees to abide by the following operating procedures when taping and broadcasting the proceedings of the Connecticut General Assembly.

#### 1. PROGRAMMING PARAMETERS

- 1.1 The project manager will make day-to-day decisions about what events to broadcast.
- 1.2 The boards of directors of the Operator will not make day-to-day decisions about what events to broadcast.
- 1.3 Operator will demonstrate to the satisfaction of CGA its technical capability to produce high quality video coverage of the CGA before transmitting such coverage for the first time.

#### 2. PROGRAMMING NOTIFICATION

- 2.1 Weekly the project manager will provide to CGA a schedule of the sessions, public hearings, meetings, and other activities it intends to cover during the following week.



## LEGISLATIVE DRAFT AGREEMENT – ATTACHMENT J

- 2.2 If Operator wants to broadcast a session, public hearing or meeting that it had not previously scheduled, it may do so, with the consent of the presiding officer or committee chairman.
- 2.3 Operator will have the same access to all activities of the CGA as are accorded to all other television entities by the rules of the CGA and state statute.

### 3. **BROADCAST CONTENT**

- 3.1 Operator will air at least one full hearing of each committee during each legislative session.
- 3.2 Operator will not broadcast any activities not produced or authorized by Operator.
- 3.3 When both chambers are running simultaneously, Operator will decide which to run live and which to run taped.
- 3.4 Operator will attempt to air equal hours of Senate and House floor and committee action.
- 3.5 If a chamber initiates procedures that stop action, Operator will identify the procedural status of the chamber (e.g. "the House is at ease for the purpose of caucus") and when the chamber is expected to resume action.

### 4. **PROGRAM EDITING**

- 4.1 When the Operator begins coverage of one chamber, it will remain with that chamber until that body adjourns or recesses.
- 4.2 If the chamber goes at ease, the Operator will stay with the chamber until it adjourns or recesses.
- 4.3 Original taped or live floor action or legislative hearings may not be edited.
- 4.4 Rebroadcast floor action or legislative hearings may be edited, as long as the consideration of a measure is presented in its entirety and provided that notice of editing is given to viewers.
- 4.5 Rebroadcast material will be aired with current bill status and the actual date on which the floor action or legislative hearing occurred displayed on screen.
- 4.6 To ensure that viewers get an accurate sense of the flow and context of floor action or legislative hearing, material may be rebroadcast no later than one week after it occurred.

**5. USE OF CTN PRODUCTION FACILITIES**

- 5.1 CTN coverage of deliberations may not be used for commercial or partisan campaign purposes.
- 5.2 CTN productions may be used by commercial news organization only if CTN is credited as the source.

**6. REVIEW OF OPERATION**

- 6.1 The CGA will designate a person in the Office of Legislative Management to be the day to day point of contact for official communications between the CGA and Operator.
- 6.2 The Operator will submit to the CGA monthly reports about its programming, viewership, and operations.
- 6.3 Annually the Operator shall submit to CGA a report of its operations, and may include recommendations.

**7. HEARING ROOMS/REMOTE LOCATIONS**

- 7.1 CGA has equipped all the hearing rooms and the Chambers with remote-controlled video cameras and audio equipment.
- 7.2 Interim committee/task force hearings held at remote facilities or in other statewide locations may be selectively covered by the Operator utilizing mobile/remote equipment owned by the CGA.

**8. RECORDING PARAMETERS**

- 8.1 Operator will post signs before 8 a.m. in front of any hearing room being videotaped that day. The signs will indicate clearly which committee meetings will be recorded and the approximate times that recording will begin and end.
- 8.2 Committee chairmen and staff will be notified by Operator if a hearing will be recorded.
- 8.3 CTN microphones will not be live and audio will not be recorded until the chair gavels the committee into session. CTN microphones will be turned off immediately when the chair adjourns the hearing.

**9. KEYED INFORMATION**

- 9.1 At the beginning of a meeting, the committee name will be shown onscreen so it can be easily read.
- 9.2 During hearings, the committee name and date of the hearing will be identified through the use of a lower-third key, crawl, or full-screen graphic. This information should appear quite frequently, if not continually.
- 9.3 Legislators will be identified by name, party, and hometown when they speak. In committee hearings, committee chairmen, vice-chairmen and ranking members will be identified as such.
- 9.4 Staff who participate in committee hearings or meetings will be identified by their job title.
- 9.5 The names and organizations of those who testify will be identified whenever possible. The project manager and the CGA will work together to identify the easiest way to transmit this information from committees to the control room.
- 9.6 When a specific bill is being heard in committee, the bill number and short title will be identified. This information should be displayed frequently, if not continually, to remind viewers of the issue being discussed.
- 9.7 Prime sponsors of legislation should be identified as such when they introduce and testify on a bill.
- 9.8 At the end of a meeting, the committee name and date of the hearing should be identified. If possible, a summary of the bills considered in the committee should be keyed along with any action that occurred.
- 9.9 The Operator should identify CTN frequently, if not continually, keying the CTN logo or "bug."
- 9.10 The Operator will identify whether an event is live or recorded.
- 9.11 Correct identification of speakers and issues is critical to increasing public understanding of the legislative process. Identifying speakers (including representatives, staff, and witnesses) and keeping track of bills will require constant attention. The Operator is responsible for ensuring sufficient control-room personnel (paid staff, interns, or volunteers) to accomplish this.

## LEGISLATIVE DRAFT AGREEMENT – ATTACHMENT J

### 10. CAMERAS

- 10.1 The set up of cameras will not deface marble or current fixtures. They should be unobtrusively placed, outside normal traffic patterns.
- 10.2 The focal-length range of camera lenses should be sufficient to provide proper framing of each member or witness as he/she speaks.
- 10.3 The cameras' automatic f-stop adjustments must accommodate the frequent use of strobe lights in the chamber for still photography.
- 10.4 Camera placement and movement should be flexible enough to accommodate and cover most presentations and informal discussions in all areas of the committee rooms.
- 10.5 The location of cameras in each hearing room will depend upon existing wiring. Cameras should be unobtrusive and silent in motion.
- 10.6 At least three camera ports will be installed in each hearing room: two on the members, and a third for witnesses.
- 10.7 The focal-length range of each zoom lens should accommodate close-ups of individuals as well as a wide shot of members or a group of witnesses.
- 10.8 When cameras are not in use, they shall be pointed toward the ceiling.

### 11. MICROPHONES

- 11.1 Operator will only use the audio simultaneously being used by the legislature, except in the case of natural or ambient sound audio used only to provide group sound such as voice votes or applause, equipment for which will be installed by CGA.
- 11.2 In each Chamber the CGA will install a natural or ambient sound microphone. The microphone would pick-up member's voice votes and statements from the floor during ceremonial occasions.
- 11.3 During floor votes, the reader's and the ambient floor microphone will be active/"hot."
- 11.4 In hearing rooms, recording will only begin when the chair convenes the committee into session and end immediately when the chair adjourns the hearing.
- 11.5 The current system, which permits committee chairmen to mute individual microphones, will be retained.

**12. LIGHTING**

Any lights utilized by Operator should be unobtrusive, energy-efficient, and should not substantially increase the room temperature. New lights should be adequate for both video recording and still photography.

**13. SHOT SELECTION**

13.1 Cameras should focus only on recognized speakers. Camera shot selection will accurately convey the event as it transpires. Close-ups will be limited to recognized speakers.

13.2 Sensational or dramatic shots and extreme close-ups are prohibited.

13.3 Axis coordinates used to focus cameras on speakers at their desks should be carefully adjusted to the specific heights of individual members.

13.4 Split-screens or modified-screens may be used in the cases of lengthy dialog in a debate.

13.5 The use of arbitrary "reaction" shots is prohibited.

**14. GRAPHICS INFORMATION**

14.1 When speaking, legislators will be identified by their name, party, and hometown.

14.2 The Speaker, President Pro Tem, majority and minority leaders, deputies and assistants, committee chairs and vice-chairs will be identified as such.

14.3 Legislation brought up for floor action will be identified on screen by bill number and short title. If the short title is too brief or vague to convey to viewers easily the subject of the legislation under consideration, Operator will provide language to do so.

14.4 The prime sponsor of the legislation under consideration will be identified as such on screen. This information will be re-keyed frequently to remind viewers of the issue being discussed.

14.5 During voting, the bill number and short title will be displayed. If the short title does not describe the measure under consideration so that it can be understood easily by viewers, Operator will supply such information.

14.6 Operator should devise a graphic to display the final number of votes, ayes, nays, absent, and excused.

## LEGISLATIVE DRAFT AGREEMENT – ATTACHMENT J

14.7 Pre-produced crawls or full-screen graphics should be prepared to explain how viewers can get more information (including the Legislature's Internet address), and common terms, i.e., "caucus," "second reading calendar," "rules committee," "point of order," etc. These crawls or graphics could be introduced at appropriate times during debate and would be available for lulls in floor action.

14.8 Correct identification of speakers and bills is critical to increase public understanding of the legislative process. This may be especially difficult at the end of session when bills often are pulled from a variety of calendars. Operator should hire sufficient control room staff to accomplish this task. (See 9.11)

14.9 The CGA will provide Operator with current information to meet the conditions of this section.

### 15. **VIDEO POOL**

To minimize the amount of extra equipment and lighting in the House and Senate chambers, Operator should work with public, cable, and commercial TV stations to form a video pool; similar to current "pooled" coverage of courtroom trials. By recording all Senate and House floor debate, Operator could become the primary source of video for television news and public affairs programs.

### 16. **NON-PARTISAN NATURE**

Programming will be complete, balanced, and fair without regard to partisanship or ideology. Operator coverage of government deliberations will be unedited. Operator will accurately transmit the deliberations to the viewer without manipulation or addition of editorial comments.

### 17. **VIEWER'S GUIDE**

Because not all committee and floor action will be explained on video, Operator should prepare a simple guide that takes the viewer step-by-step through the legislative process. Graphics at the end of committee hearings and floor action should describe how viewers may obtain this guide and other informative brochures available from, the CGA. If possible, these guides should be available at no cost to the public.

### 18. **COMMENTATOR**

As funding allows, Operator may hire a "live" off-air commentator to explain during proceedings certain terms, procedural motions, etc. The commentator would not comment on partisan issues but instead would serve simply to educate the public about our democratic system and the roles of the executive, judicial and legislative branches.

LEGISLATIVE DRAFT AGREEMENT – ATTACHMENT J

**19. TAPE ARCHIVES**

19.1 Videotape recordings of hearings and floor action will supplement current audiotape recordings.

19.2 During session, DVD or taped copies of committee meetings should be available so that members and staff may review them.

19.3 Archives should be indexed and made easily available to the public.

19.4 Operator should develop a policy regarding public requests for dubs of committee and floor proceedings.

**20. HEARING-IMPAIRED**

Programming should be accessible for the hearing-impaired.

Signed

Date



## EQUIPMENT LISTING

### ATTACHMENT K

#### CT Engineering, Production & Distribution RFP

**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

tag_num	Item_description
36055	3000 VA UPS -Tripp lite Model
24157	5 Rack Console, New Writing Top
24014	APW Control Consoles
24015	APW Control Consoles
24017	APW Dual Bay Vertical rack
24016	APW Four Bay Vertical rack
37139	Audio Breadklut box pac216b
36411	Audio Seville w/ wireless microphone
36617	Audio Seville w/ wireless microphone
37025	Caption Mic Broadcast System ( laptop)
tba	Caption Mic Broadcast System ( laptop)
24018	Clearcom intercom system w/ MS-232 1RU main station
24221	Clearcom WBS-PAC Intercom System
24305	Crestron CNMSX-PRO SONY CAMERA ADAPTER
24308	Crestron CNMSX-PRO SONY CAMERA ADAPTER
24019	Crestron CNMSX-PRO system control unit
24020	Crestron CNMSX-PRO system control unit
24021	Crestron CPC-2000 dual joystick controls for pan-tilt system
24022	Crestron CPC-2000 dual joystick controls for pan-tilt system
24078	Crestron CPC-CAMI Pan/Tilt
24079	Crestron CPC-CAMI Pan/Tilt
24080	Crestron CPC-CAMI Pan/Tilt
24081	Crestron CPC-CAMI Pan/Tilt
24090	Crestron CPC-CAMI Pan/Tilt
24091	Crestron CPC-CAMI Pan/Tilt
24095	Crestron CPC-CAMI Pan/Tilt
24096	Crestron CPC-CAMI Pan/Tilt
24100	Crestron CPC-CAMI Pan/Tilt
24316	Crestron CPC-CAMI Pan/Tilt
24317	Crestron CPC-CAMI Pan/Tilt
29412	Crestron CPC-CAMI Pan/Tilt
29413	Crestron CPC-CAMI Pan/Tilt
29415	Crestron CPC-CAMI Pan/Tilt
29419	Crestron CPC-CAMI Pan/Tilt
29423	Crestron CPC-CAMI Pan/Tilt



29426	Crestron CPC-CAMI Pan/Tilt
29427	Crestron CPC-CAMI Pan/Tilt
29428	Crestron CPC-CAMI Pan/Tilt
29429	Crestron CPC-CAMI Pan/Tilt
29430	Crestron CPC-CAMI Pan/Tilt
29431	Crestron CPC-CAMI Pan/Tilt
29432	Crestron CPC-CAMI Pan/Tilt
29433	Crestron CPC-CAMI Pan/Tilt
29434	Crestron CPC-CAMI Pan/Tilt
29439	Crestron CPC-CAMI Pan/Tilt
29440	Crestron CPC-CAMI Pan/Tilt
29441	Crestron CPC-CAMI Pan/Tilt
29442	Crestron CPC-CAMI Pan/Tilt
29443	Crestron CPC-CAMI Pan/Tilt
29444	Crestron CPC-CAMI Pan/Tilt
29445	Crestron CPC-CAMI Pan/Tilt
29446	Crestron CPC-CAMI Pan/Tilt
29447	Crestron CPC-CAMI Pan/Tilt
29448	Crestron CPC-CAMI Pan/Tilt
29449	Crestron CPC-CAMI Pan/Tilt
29450	Crestron CPC-CAMI Pan/Tilt
30446	Crestron CPC-CAMI Pan/Tilt
30447	Crestron CPC-CAMI Pan/Tilt
37146	Crestron Digital Servo Head
24158	Crestron LC-3000 control panel with rack mount
24159	Crestron LC-3000 control panel with rack mount
37147	Crestron Lcl Pan/Tilt Controller w/ cmp processor
24275	Custom camera/pan-tilt wall or column mounts
24276	Custom camera/pan-tilt wall or column mounts
24277	Custom camera/pan-tilt wall or column mounts
24278	Custom camera/pan-tilt wall or column mounts
24279	Custom camera/pan-tilt wall or column mounts
24280	Custom camera/pan-tilt wall or column mounts
24281	Custom camera/pan-tilt wall or column mounts
24282	Custom camera/pan-tilt wall or column mounts
24283	Custom camera/pan-tilt wall or column mounts
24284	Custom camera/pan-tilt wall or column mounts
NA	Custom patch panel for pan-tilt/lens control
37072	DN-410 Klark Teknik Equalizer
37073	DN-410 Klark Teknik Equalizer
25665	ESE ES-185A GPS Master Clock
37140	Fiber Channel Raid Storage System
37141	Fiber Cnl Switch 8 Port, 10M Opt Cable, SFP Pt Co
37154	Fiber Optic transmitter /receiver
37153	Fiber Optic transmitter/receiver

24226	FolsomResearchCGC-4000 Convert
	FOR.A 3D digital effects unit (switcher remote pk)
24191	FOR.A Component Digital/Analog Video switcher w/ 8
37145	Fujinon Remote Control Zoom Lens
25667	G.Valley BDR324D Disk Recorded
25666	G.Valley PDX218 8-18GB Storage w item id 11016comp
37150	Grass Valley encoder,synchronizer & misc components
37150	Grass Valley Video Disk Recorder w/ 8hr 25 mb strg
36445	HB Custom Automated Monitor Switching System
31272	IRP AM-4040 Auto-Mixer
31273	IRP AM-4040 Auto-Mixer
	IRP AM-4040 Auto-Mixer
37092	Klark Teknik Channel Parameter
	Kramer BC-7401 SDI to analog
37151	Marshall LCD Monitor
37148	Marshall Rack Mounted LCD Monitors set
37069	Mercom Digital Voice Recorder
24209	Miller tripods with custom mounting adapters for p
24210	Miller tripods with custom mounting adapters for p
24211	Miller tripods with custom mounting adapters for p
	Nova ASD 2S Transcoder
	Nova ASD 2S Transcoder
	Nova ASD 2S Transcoder
24192	NOVA ASD-2S, and 3 Nova ASD-2S Transcoder
24023	Nova SR-1 Frame & Power Supply 8 - Nova ASD-2S
24024	Panasonic WV-BM503 triple 5 monochrome monitors
24025	Panasonic WV-BM503 triple 5 monochrome monitors
24026	Panasonic WV-BM503 triple 5 monochrome monitors
24027	Panasonic WV-BM503 triple 5 monochrome monitors
24028	Panasonic WV-BM503 triple 5 monochrome monitors
24029	Panasonic WV-BM503 triple 5 monochrome monitors
24194	Panasonic WV-BM503 triple 5 monochrome monitors
25659	Panasonic WV-BM503 triple 5 monochrome monitors
36444	Panasonic WV-BM503 triple 5 monochrome monitors
25664	Pinnacle AllainPro SDI DVE
37149	Pinnacle Character Generator w/ touch screen panel
24184	Pinnacle DEKO 200 remote system character generator
25692	Pinnacle Deko 500 SDI(325301N)
24160	Pinnacle Fast Action Keyboards
24161	Pinnacle Fast Action Keyboards
25660	Pinnacle Lighting 500 Serial
24030	Pinnacle Write Deko Broadcast Character Generators
24031	Pinnacle Write Deko Broadcast Character Generators
24228	Pixel AD3000Audio Synchronizer
25688	Pixel DD2100 Auto Video Delay

24032	Ross AVM-7900 Mini master control switcher with 4
37142	Server w 2 2.8 ghz processors powerededge 2650
24183	Shure FP42 4 input stereo mixer with rack mount
24034	Sierra Video 4832AA 48In 32Out Dual Channel Audio
31193	Smartpro PW-SMART300ORM 3000VA (2400w) rack mounted
31194	Smartpro PW-SMART300ORM 3000VA (2400w) rack mounted
31195	Smartpro PW-SMART300ORM 3000VA (2400w) rack mounted
37143	Sony 3-CCD Camera
24285	Sony A18x9BMDD8 Zoom Lens
24288	Sony A18x9BMDD8 Zoom Lens
24291	Sony A18x9BMDD8 Zoom Lens
24294	Sony A18x9BMDD8 Zoom Lens
24297	Sony A18x9BMDD8 Zoom Lens
24300	Sony A18x9BMDD8 Zoom Lens
24303	Sony A18x9BMDD8 Zoom Lens
24306	Sony A18x9BMDD8 Zoom Lens
24309	Sony A18x9BMDD8 Zoom Lens
24312	Sony A18x9BMDD8 Zoom Lens
24065	Sony A18x9MD-D8 remotely controlled motorized zoom
24068	Sony A18x9MD-D8 remotely controlled motorized zoom
24071	Sony A18x9MD-D8 remotely controlled motorized zoom
24074	Sony A18x9MD-D8 remotely controlled motorized zoom
24077	Sony A18x9MD-D8 remotely controlled motorized zoom
24083	Sony A18x9MD-D8 remotely controlled motorized zoom
24086	Sony A18x9MD-D8 remotely controlled motorized zoom
24089	Sony A18x9MD-D8 remotely controlled motorized zoom
29418	Sony A18x9MD-D8 remotely controlled motorized zoom
29422	Sony A18x9MD-D8 remotely controlled motorized zoom
25632	Sony BC-L100 Battery Charger
23217	Sony Beta SX Laptop Editor
23476	Sony Beta SX Laptop Editor
24064	Sony CA camera adapters for DXC-D30WS
24067	Sony CA camera adapters for DXC-D30WS
24070	Sony CA camera adapters for DXC-D30WS
24073	Sony CA camera adapters for DXC-D30WS
24076	Sony CA camera adapters for DXC-D30WS
24085	Sony CA camera adapters for DXC-D30WS
24088	Sony CA camera adapters for DXC-D30WS
24093	Sony CA camera adapters for DXC-D30WS
24098	Sony CA camera adapters for DXC-D30WS
24314	Sony CA-511 Camera Adapter, to connect DNV-5 to D3
24299	Sony CA-511 docking adapter

24287	Sony CA-537 Camera adapters
24290	Sony CA-537 Camera adapters
24293	Sony CA-537 Camera adapters
24296	Sony CA-537 Camera adapters
29417	Sony CA-537 Camera adapters
29421	Sony CA-537 Camera adapters
29424	Sony CA-537 Camera adapters
29436	Sony CA-537 Camera adapters
29438	Sony CA-537 Camera adapters
30279	Sony CA-537 Camera adapters
37144	Sony Camera Adapter
24232	Sony DNV-5 Betacam SX digital docking recorder for
30455	Sony DNV-5 Betacam SX digital Docking recorder for
24035	Sony DNW-75 BetacamSX digital recorder/player
24036	Sony DNW-75 BetacamSX digital recorder/player
24037	Sony DNW-75 BetacamSX digital recorder/player
30278	Sony DNW-9WS Camcorder
24038	Sony DNWA225PAC1 dual BetaSX field recorder player
24039	Sony DNWA225PAC1 dual BetaSX field recorder player
25682	Sony DNW-A75SX Recorder/Player
24286	Sony DXC-D 35WSL
24289	Sony DXC-D 35WSL
24292	Sony DXC-D 35WSL
24295	Sony DXC-D 35WSL
24298	Sony DXC-D 35WSL
24301	Sony DXC-D 35WSL
24302	Sony DXC-D 35WSL
24310	Sony DXC-D 35WSL
24311	Sony DXC-D 35WSL
30457	Sony DXC-D 35WSL
30458	Sony DXC-D 35WSL wide screen 16 x9
24063	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
24066	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
24069	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
24072	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
24313	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
24321	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
29416	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
29420	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
29425	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
29437	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
36403	Sony DXC-D30WS switchable 4:3 & 16:9 cameras
24075	Sony DXCD30WSL Digital processing wide screen 16x9
24082	Sony DXCD30WSL Digital processing wide screen 16x9
24084	Sony DXCD30WSL Digital processing wide screen 16x9

24087	Sony DXCD30WSL Digital processing wide screen 16x9
24092	Sony DXCD30WSL Digital processing wide screen 16x9
24097	Sony DXCD30WSL Digital processing wide screen 16x9
24101	Sony DXCD30WSL Digital processing wide screen 16x9
24217	Sony DXCD30WSL Digital processing wide screen 16x9
24218	Sony DXCD30WSL Digital processing wide screen 16x9
24231	Sony DXCD30WSL Digital processing wide screen 16x9
30458	Sony DXCD30WSL Digital processing wide screen 16x9
25697	Sony PVM-20M2U 20 Trinitron monitor to view feed
24222	Sony PVM8045Q 8 color monitors to view preview an
24223	Sony PVM8045Q 8 color monitors to view preview an
24040	Sony SVO2000 SVHS recorder/player
24041	Sony SVO2000 SVHS recorder/player
24042	Sony SVO2000 SVHS recorder/player
24043	Sony SVO2000 SVHS recorder/player
24044	Sony SVO2000 SVHS recorder/player
24045	Sony SVO2000 SVHS recorder/player
24046	Sony SVO2000 SVHS recorder/player
24047	Sony SVO2000 SVHS recorder/player
24048	Sony SVO2000 SVHS recorder/player
24049	Sony SVO2000 SVHS recorder/player
24050	Sony SVO2000 SVHS recorder/player
24051	Sony SVO2000 SVHS recorder/player
24052	Sony SVO2000 SVHS recorder/player
24053	Sony SVO2000 SVHS recorder/player
25676	Sony UVW-1800 SP Player/Editor
comp	Sony WRR-855A wireless microphone
comp	Sony WRR-855A wireless microphone
comp	Sony WRR-855A wireless microphone
31197	Sony WRT820A68M77 bodypack transmitter wireless microphone
31198	Sony WRT820A68M77 bodypack transmitter wireless microphone
24094	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
24099	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
24102	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
24215	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
24216	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
24219	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
24315	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
24319	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
25320	Sony/Fujinon A18x9BMD-D8 remotely controlled zoom
30277	Sony/Fujinon A19x87BERM servo zoom lens for EFP/EN
30456	Sony/Fujinon A19x87BERM servo zoom lens for EFP/EN
	Sony/Fujinon A19x87BERM servo zoom lens for EFP/EN

	Sony/Fujinon A19x87BERM servo zoom lens for EFP/EN
23522	Stream Genie 14200200n
24058	TecNec LG-1 logo inserter
24230	TEK/GVG SMS-8106D Dual DA Converter
24055	Tektrix PDR324D digital Profile recorder
24057	Tektronics Profile Disk expansion
comp	Tektronics/Grass Valley SMS8106 270 MB Encoder
comp	Tektronics/Grass Valley SMS-CIF board
comp	Tektronics/Grass Valley SMS-SER-MZ mezzanine board
24059	Tektronix 1740 waveform monito/vectorscope for analog
24060	Tektronix 1740 waveform monito/vectorscope for analog
24224	Tektronix Grass Valley Model 1200 Component Digital
24225	Tektronix Grass Valley Model 1200 Component Digital
24056	Tektronix Grass Valley SMS-7000 32 input/output
comp	Tektronix Sync and Transcoder System
37035	Tektronix/GVG frame transcoders and A/V distribution
24033	Tektronix/GVG SMS800OTID & 4 SMS8116
24229	Telecast Fber Viper transmitter & receiver fiber 8 cards
24193	Telemetry CP-RMQ-S Serial Control Panel
23521	Telephone coupler Gentner DH22
comp	Telex 300047-100 Master Module/3
37138	Video Server pvs1022 w/ red pwr sup, 5 146 GB dvs
25748	Video/ Audio Press feed System
24061	Videotek SVGA-17RK rack mounted monitor for VTM-20
24190	Videotek VTM-100 television signal monitor with au
24062	Videotek VTM-203 digital/analog test system
24227	Vinten VIN11M
24244	Vinten VIN11M fluid head tripod system with spread
30454	Vinten VIN11M Fluid head tripod system with spread
36446	Vinten VIN11M Fluid head tripod system with spread
25693	Wohler AMP2A-4S Master Speaker

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

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

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

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

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

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

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

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

### Nonresident alien who becomes a resident alien.

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

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

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



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

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

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

### Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

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

