

On- line Solicitation Packet

How do I submit solicitations that are to be in electronic form?

Our online system will not allow you to submit bids online without completing the On File Forms Packet and returning the packet to us. Once your forms have been received and processed your online account will be activated by the Bureau of Purchases to allow you to submit solicitations for up to one year online. Therefore, you will have to continue to submit all these forms, for every solicitation until your account is activated. In utilizing this site you have the options to complete the preceding forms, so that you may submit your response on-line. You must mail the original signed and notarized printed forms to:

Bureau of Purchases
Attn: NH IBid
CITY OF NEW HAVEN
200 Orange Street,
New Haven, CT 06510

Completed On File Forms are your legal signature. This is the document that will bind all your solicitations during this enrollment period. The On File Forms packet is required for each company submitting bids over the Internet and each On File Form Packet works for only one company or a division of a large corporation..

1. After I submit my On File Forms how long does it take to before I can submit bids online?

To begin bidding over the Internet using our online system, your **On File Forms Packet** must be approved and activated by the New Haven Bureau of Purchases as explained above. Your packet must be received at least ten days prior to the date you wish to begin bidding over the Internet in order to allow adequate processing time. Please note that there are no exceptions to this policy and there is no way to expedite this process. Once your paperwork has been received and approved, our online account will be activated and approved for bid submission. Each time you log on to our system you will see your online access status.

On-Line Vendor User Disclaimer

VENDOR USER AGREEMENT

Below are the terms and conditions under which you (as a Vendor) may have access to our online procurement system to respond to requests for goods and services and proposals.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms will be effective immediately. This Agreement may not be otherwise amended except in writing signed by you and us (Bureau of Purchases, City of New Haven; hereinafter referred to as "NH-IBid")

Eligibility. The NH-IBID system is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, our system is not available to minors (under 18 years of age) or to those suspended from its use. If you do not qualify, please do not use our system. Furthermore, you may not assign or transfer your account or user identification with us to any other party.

Fees. There is no membership fees associated with using this system.

Communication System Only. You acknowledge that our site merely provides the communication system and means to allow you to make responses to our solicitation requests. Remedy to address online submission malfunction opening from the "NH-IBid lockbox" can only be addressed by the user possessing and providing a valid system generated receipt of solicitation submission for review by the Bureau of Purchases.

Fraud or Manipulation. We may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with our site or the CITY OF NEW HAVEN.

Accuracy of Information and Restrictions. You are solely responsible for all information you provide to us with regards to vendor registration and solicitation submission response. ("Your Information"). NH-IBid acts as a conduit for the online distribution and publication of Your Information. You agree that Your Information and any items you represent to this site: (a) will not be false, inaccurate or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not knowingly contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (g) . Solely to enable us to use Your Information, for purpose of meeting the procurement needs of the City of New Haven and its related agencies.

Access and Interference. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis. You agree that you will not copy, reproduce, alter, modify, create works, or publicly display any content (except for Your Information) from our site without the prior expressed written permission of the Purchasing Agent, City of New Haven, Bureau of Purchases. Furthermore, you may not provide access to, or information from, the NH-IBID site to any other party without the prior expressed written permission of the City of New Haven Bureau of Purchases.

Breach. Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to our site and system and refuse to provide our services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if we are unable to verify or authenticate any information you provide to us; or (c) if we believe that your actions may cause legal liability for you, our users or us.

Notices. Except as explicitly stated otherwise, any notices will be given by e-mail from the Bureau of Purchases, City of New Haven., to the e-mail address you provided to NH-IBID during the registration process. Notice will be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, to the address provided to NH-IBID during the registration process. In such case, notice will be deemed given 3 days after the date of mailing.

General. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. You agree that this Agreement and all incorporated agreements may be automatically assigned by Bureau of Purchase's NH-IBID, in our sole discretion. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

Room 301

New Haven, Connecticut 06510

(203) 946-8201 - FAX (203) 946-8206

JOHN DeSTEFANO, JR.

Mayor



Michael V. Fumiatti

Purchasing Agent

SIGNATURE ON FILE AFFIDAVIT FOR SUBMITTING SOLICITATION VIA THE INTERNET OF PRIME BIDDER/PROPOSER

State of _____) County of (_____) ss.

_____, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent) of _____, the Signatory has submitted the attached authorizing form for submitting bids via the internet. **(Bidder/Proposer's name)**

2. He/She is fully informed respecting the preparation and contents of submitted bid/proposal and of all pertinent circumstances respecting such Bid/Proposal; submitted under this electronic submission process

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, _____.

(Title)

My commission expires _____, _____.

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

Room 301

New Haven, Connecticut 06510

(203) 946-8201 - FAX (203) 946-8206

JOHN DeSTEFANO, JR.

Mayor



Michael V. Fumiatti

Purchasing Agent

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

State of _____ County of (_____) ss.

_____, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent) of _____, the bidder/proposer that has submitted the attached bid/proposal. (Bidder/Proposer's name)

2. He/She is fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such Bid/Proposal;

3. Such Bid/Proposal is genuine and is not collusive or sham Bid/Proposal;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Haven or any person interested in the proposed Contract;

5. The price or prices quoted in the attached /Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder/proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

6. That no Alderman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, ____.

(Title)

My commission expires _____, ____.

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

JOHN DeSTEFANO, JR.
Mayor



Michael V. Fumiatti
Purchasing Agent

DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

VENDOR NAME	
VENDOR ADDRESS	
TELEPHONE /FAX	
CONTACT/E-MAIL ADDRESS	
SOLICITATION TITLE	NH I-BID
SOLICITATION NUMBER	

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of		County of		Ss.
				being first duly sworn, deposes and says that:
(type or print your name above)				

1.	I am owner, partner, officer, representative, agent or _____ of:	
	<i>(circle one)</i>	Company Name (if individual type your name)

2.	I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
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3.	That as a person desiring to contract with the City (check <u>all</u> that apply):
	The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
	Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
	Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
	Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
	The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. The agreement shall be attached , and incorporated herein by reference.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): This does not mean ALL employees - just officers, owners etc.

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1					
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1					
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

	Organization Name	Address	Type of Ownership		
1					
2					

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %	
1					
2					

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of New Haven, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1					
2					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed) _____
Title:

Subscribed and sworn to before me this _____ day of _____, _____.

(Title)
My commission expires _____, _____.

This Form Must be Notarized

FOR CITY OF NEW HAVEN USE ONLY:

TAX COLLECTOR CERTIFICATION AS TO THE CONTRACTOR:	ASSESSOR CERTIFICATION AS TO THE CONTRACTOR:
<input type="checkbox"/> NO BACK TAXES OWED	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
AS TO ALL AFFILIATES:	AS TO ALL AFFILIATES:
<input type="checkbox"/> NO AFFILIATES LISTED	<input type="checkbox"/> NO AFFILIATES LISTED
<input type="checkbox"/> NO BACK TAXES OWED	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
<input type="checkbox"/> OK TO PROCESS AGREEMENT	<input type="checkbox"/> OK TO PROCESS AGREEMENT
BY: _____ TAX COLLECTOR	BY: _____ ASSESSOR

VENDOR NAME	
BID/AGREEMENT TITLE	
BID NUMBER	
DEPARTMENT	
DEPARTMENT CONTACT	
TELEPHONE	

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this **Contract**, the **Contractor** agrees as follows:

- a. To comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, or national origin and physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To post, in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- d. To state, in all solicitations or advertisement for employees placed by or on behalf of the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin;
- e. To send to each labor union representative of workers with whom it has a collective bargaining agreement, or other contract or understanding, a notice advising a labor union or worker's representative of the contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- f. To utilize labor department and city sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- g. To take affirmative action to negotiate with qualified minority contractors for any work which may be proposed for subletting, or for any additional services, or work which may be required as a result of this contract;
- h. To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority business enterprises;
- i. To furnish all information and reports required by the Contract Compliance Director pursuant to § 12 1/2 -1, 12 1/2-19 through § 12 1/2-32, 12 1/2-48 through §12 1/2-52 and to permit access to his books, records and accounts by the contracting agency, the Contract Compliance Officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program;
- j. If such contractor employs three or more employees to refrain from paying such employees dues and related expense for clubs that restrict membership use of their facilities on the basis of race, color, sex, religion, national origin or ancestry;
- k. To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the contractor becomes involved or threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's Equal Employment Opportunity Program, in the case of funded directly or indirectly, in whole, or in part, under one or more Federal Assistance Programs, the contractor or the City may ask the United States to enter into such litigation to protect the interest if the United States;
- l. To file, along with his subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in the contract by the Contract Compliance Director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors, if any;

m. To include the provisions of sub-paragraphs (a) through (m) of this Equal Opportunity Clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

n. That a finding, as hereinafter provided, of a refusal by the contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

1. Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor, or subcontractor, is in compliance with the provisions of the contract;
2. Refusal of all future bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time the contractor or subcontractor, is in compliance with the provisions of the contract;
3. Cancellation of the public contract;
4. Recovery of specified monetary penalties;
5. In case of a substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided in for by the contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy herein outlined. (Ord. of 12-5-77).

IN WITNESS WHEREOF, on the _____ day of _____, 200__,
the contract has caused two counterparts of this Agreement to be executed and delivered.

(Contractor)

WITNESS:

(Signature)

By:

(Signature)

(Signature)

(Title)

MBE SUB CONTRACTOR UTILIZATION AGREEMENT

Rev. 11/28/07

During the performance of this **Contract**, the **Awarded Contractor** agrees to comply with all provisions of the Small Business Enterprise Construction Opportunity Initiative Ordinance section 12-9. The City's provisions are as follows:

(a) The City's specific goals for utilization of MBE subcontractors are defined in Section 12-5 of this Ordinance. The City hereby requires that all parties bidding or otherwise seeking to be qualified as a Contractor with respect to a City Construction Contract ("the lowest responsible bidder") shall aggressively make every effort to obtain MBE participation in order to achieve the utilization goals.

(b) The provisions of this section 12 - 9 shall apply to all City Construction Contracts that are over \$125,000.

(c) All bidders shall be required to submit this affidavit signed by a principal or other authorized person of the Contractor and submitted with their bid. If the affidavit is not submitted with the bid, the bidder will be considered a non-responsive bidder, and the bid may be rejected. If a bidder submits more than one non-responsive bid within a 12-month period, that bidder will be disqualified from all future bids within the next 12 months.

(d) The City intends to award City Construction Contracts to the lowest responsible bidder that has achieved or made a good faith effort to achieve the MBE utilization goals. Failure by any awarded Contractor to demonstrate that they have either achieved the utilization goals, or that they have made good faith efforts to achieve the utilization goals as required hereunder, will result in a determination by the Purchasing Agent that the bidder is not a responsible bidder with respect to the City Construction Contract in question.

(e) In order to achieve the MBE utilization goals, a Contractor may award contracts to Subcontractors that are certified as MBEs for the purpose of this program, or may enter into a joint venture (or other commercially reasonable relationship which is satisfactory to the City for the purposes of this program) with one or more MBEs, for the purpose of carrying out the City Construction Contract. The MBE(s) must perform actual construction work (or construction-related work such as site preparation, etc.) and not merely act as a passive conduit.

(f) The Awarded Contractor shall submit signed contracts or letters of commitment with the MBEs that will be utilized by the Contractor in the carrying out such City Construction Contract, together with a list of the respective dollar amounts payable to each such MBE. This list shall be provided by the awarded Contractor to the Small Business Initiative during the Contract award process. For credit to be given, each MBE must be registered as an MBE prior to submittal of such list by the Contractor.

(g) If the awarded Contractor can demonstrate at the pre-award meeting with SBI, that it has successfully achieved the 25% overall MBE utilization goals for subcontracting, the Bureau of Purchases/SBI is not required to evaluate other efforts the awarded contractor made to achieve the goal.

(h) If, however, the awarded Contractor has failed to meet the MBE Utilization goal at the pre-award meeting with SBI, SBI will evaluate and verify if a Contractor has accomplished at least four of the following during their bid preparation process:

(1) The placing of the subcontracting opportunity on an approved City Construction opportunity website, for at least 10 days. <http://www.newhavencontractorsalliance.org/>

(2) The placing of advertisements in at least two local newspapers and at least one specialist publication aimed at small Contractors not less than two weeks prior to submittal of its bid or proposal, which advertisements shall have described the type of work being solicited, set forth the name, address and telephone number of a contact person at the Potential Contractor with knowledge of the project to which the City Construction Contract relates and stated where appropriate plans and specifications could be obtained.

(3) The mailing of notices (certified mail, return receipt requested) to at least four business associations and/or development agencies which disseminate bid and other construction-related information to businesses within the Greater New Haven area, not less than two weeks prior to its bid or proposal, which advertisements shall have described the type of work being solicited, set forth the name, address and telephone number of a contact person at the Potential Contractor with knowledge of the project to which the City Construction Contract relates and stated where appropriate plans and specifications could be obtained.

(4) Verification of quotes received from subcontractors that were denied because of cost, quality, availability, etc.

(5) Verification of outreach to and collaboration with the Regional Contractor's Alliance.

(6) A detailed description of any attempts made to enter into joint ventures or other such arrangements with MBEs and /or assistance provided to MBEs relative to review of plans and specifications or other documents issued by the City, review of work to be performed, encouragement of other Subcontractors to utilize MBEs, and any other such efforts undertaken to encourage the participation of MBEs and all actions taken by the Potential Contractor with respect to any proposals received from MBEs, including, where appropriate, the reasons for the rejection of any such proposals.

(7) Other efforts as determined in advance by the Purchasing Agent/SBI.

(i) In the event that SBI does not agree that a good faith effort has been made by the awarded Contractor, SBI/Purchasing has the right to reject the contractor. If the Contractor disputes this rejection, a committee composed of a representative from Small Business Initiative, the Corporation Counsel's Office, and the Bureau of Purchases will evaluate whether such good faith effort was achieved in accordance with the provisions of this Ordinance.

(j) If the awarded Contractor has failed to demonstrate a good faith effort in meeting the utilization goals, they will forfeit the award and the contract will be awarded to the next lowest responsible bidder.

(k) If all bidders are non-responsive bidders, the Purchasing Agent will have discretion to reject all bids and to re-bid the project, or to accept the lowest, otherwise-responsible, bidder in accordance with the provisions of this Section.

IN WITNESS WHEREOF, on the _____ day of _____, 200__,
the contract has caused two counterparts of this Agreement to be executed and delivered.

(Contractor)

WITNESS:

(signature)

By:_____

(signature)

(Title)

VENDOR “BAN THE BOX” ORDINANCE COMPLIANCE AGREEMENT
Adopted 02/09

The City of New Haven is subject to Ordinance #1585 (2/17/2009) which prohibits unfair discrimination in City hiring policies against persons previously convicted and provides a mechanism to ensure that persons and businesses supplying goods and/or services to the City of New Haven have adopted and employ fair hiring policies and practices that are consistent with the City’s goal of removing obstacles to the employment of persons with prior convictions.

Accordingly, during the performance of this contract, the Contractor agrees as follows:

(A) Vendors doing business with the City of New Haven shall adopt and employ conviction history policies, practices, and standards that are consistent with City standards further detailed in the attached ordinance. The Vendors' criminal history standards will be part of the criteria to be evaluated by the City as to whether to award a City contract. Further, the City will be able to evaluate a Vendor's execution of the criminal history standards as a part of the performance criteria of said City contract(s); the Awarding Authority, in consultation with the Office of Corporation Counsel and the Community Services Administration, shall consider any Vendor's deviation from these criminal history standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

(B) Under exigent circumstances, an Awarding Authority, by its highest ranking member, in consultation with the Office of Corporation Counsel and the Community Services Administration, may grant a Vendor a waiver of the criminal history standards on a contract-by-contract basis. A written record of the waiver shall be kept on file by the Awarding Authority, the Community Services Administration and the Office of Corporation Counsel, and shall also be submitted to the City of New Haven Commission of Equal Opportunities. The written record shall include, but not be limited to: (a) a summary of the terms of the contract, (b) the details of the Vendor's failure or refusal to conform to the City's criminal history standards, and (c) a brief analysis of the exigency causing the grant of waiver. No waiver may be considered perfected unless the Awarding Authority fully complies with the provisions of this sub-section.

(C) A Vendor may contact the Community Services Administration to report any problems, concerns or suggestions regarding the implementation, compliance and impact of these sections, and the Community Services Administration shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment the Community Services Administration shall refer all complaints to the Office of the Corporation Counsel and shall notify the relevant Awarding Authority of the complaint and any further investigation that the Community Services Administration in consultation with the Office of Corporation Counsel deems necessary or appropriate.

IN WITNESS WHEREOF, on the _____ day of _____, 20____,
the contract has caused two counterparts of this Agreement to be executed and delivered.

WITNESS:

CONTRACTOR:

Signature

Signature

Title _____

AN ORDINANCE AMENDMENT OF THE NEW HAVEN BOARD OF ALDERMEN PROHIBITING UNFAIR DISCRIMINATION IN CITY HIRING POLICIES AGAINST PERSONS PREVIOUSLY CONVICTED AND PROVIDING A MECHANISM TO ENSURE THAT PERSONS AND BUSINESSES SUPPLYING GOODS AND/OR SERVICES TO THE CITY OF NEW HAVEN HAVE ADOPTED AND EMPLOY FAIR HIRING POLICIES AND PRACTICES THAT ARE CONSISTENT WITH THE CITY'S GOAL OF REMOVING OBSTACLES TO THE EMPLOYMENT OF PERSONS WITH PRIOR CONVICTIONS.

WHEREAS, in 2007, over 2,800 probationers resided in the City of New Haven and over 1,200 people were returned from the Connecticut Department of Corrections to the City of New Haven on parole or other form of early release; and

WHEREAS, background checks by employers have increased at a record rates, with 80% of large employers in the U.S. now screening their workers for convictions; and

WHEREAS, formerly incarcerated people represent a group of job seekers, ready to contribute and add to the work force; and

WHEREAS, research shows that lack of employment is a significant cause of recidivism; with people who are employed proving significantly less likely to be re-arrested; and

WHEREAS, the removal of obstacles to employment for people with prior convictions increases public health and safety by providing economic and social opportunities to a large group of people living in the city; and

WHEREAS, the City of New Haven has an obligation to act as a model employer to promote within itself the employment of people with prior convictions and to promote this employment to the private and non-profit sectors; and

WHEREAS the City of New Haven contracts for goods and services with hundreds of Vendors; who in turn employ thousands of employees; and

WHEREAS, the City of New Haven has a responsibility to ensure that its vendors have fair policies relating to the screening and identification of persons with prior convictions; and

WHEREAS, it is the intent and purpose of this ordinance to assist the successful reintegration of formerly incarcerated people back into the community by removing barriers to gainful employment after their release from prison; and

WHEREAS, it is the intent and purpose of this ordinance to enhance the health and security of the community by assisting people with conviction histories to reintegrate into the community and to provide for their families and themselves.

WHEREAS, it is the intent and purpose of this ordinance to ensure that the City of New Haven and its Vendors implement just and fair measures and practices when screening and identifying persons eligible for employment, regardless of whether they have had past convictions or arrests; and

WHEREAS, it is the intent and purpose of this ordinance to not have hiring policies that artificially limit the applicant pool by discouraging applicants with conviction histories from applying for city

employment, which would undermine the City’s goal to hire the best qualified applicants for City employment; and

NOW, THEREFORE, BE IT ORDAINED that the New Haven Code of Ordinances is amended as follows:

Definitions.

Applicant means any person considered for, or who requests to be considered for, employment by the City or by one of its Vendors.

Awarding Authority means any department, agency, or office of the City of New Haven that authorizes a Vendor to perform requested goods and/or services.

City means the City of New Haven or any department, agency, or office thereof, unless specifically excluded by this section.

Conviction means any sentence arising from a plea or verdict of guilty, including a sentence of incarceration, a suspended sentence, a sentence of probation or a sentence of unconditional discharge.

Employment means any occupation, vocation, job, or work for pay, including temporary or seasonal work, contracted work, contingent work and work through the services of a temporary or other employment agency; or any form of vocational or educational training with or without pay. Employment shall not, for the purposes of this section, include any positions at the New Haven Board of Education or membership in any sworn position.

“Relationship to the job” means the nature of criminal conduct for which the person was convicted has a direct and/or specific negative bearing on a person’s fitness or ability to perform one or more of the duties or responsibilities necessarily related to the employment sought.

“Otherwise Qualified” means any Applicant who meets all other criteria for a position or consideration for a position.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of New Haven.

Prohibition Against Unfair Discrimination Against Persons Previously Convicted

(1) Except as otherwise dictated by state and federal law, the City shall not inquire about an Applicant’s conviction history until after it has been determined that the Applicant is otherwise qualified for the position. City job applications shall not contain a “box” or inquiry regarding a job applicant’s prior convictions.

(2) After an applicant has been identified as otherwise qualified for the position, the City will offer a conditional offer of employment to the applicant, pending a conviction history check by the Human Resources Department. Prior to conducting any conviction history check on an Applicant, the City must provide standard written notification to the Applicant advising: (a) that a conviction history check is going to take place, (b) that he or she will have the opportunity to rebut a decision by the City should it decide to retract the conditional offer of employment, and (c) what kinds of specific evidence the Applicant can present during this rebuttal.

(3) If, as a result of a conviction history check, the City finds a valid reason to refuse, rescind, or revoke the offer of a position to an Applicant, then the City must immediately notify the Applicant of the potential adverse employment action, and provide the Applicant with a photocopy of the conviction history report with a highlight(s) of the particular conviction(s) that relates to the job's responsibilities, thus warranting a denial of employment.

(a) The Applicant or current employee shall have ten (10) business days, after receipt of notice and the photocopy of the conviction history report from the City, to respond to the City regarding the conviction history report. The City shall provide the Applicant with an opportunity to present information rebutting the accuracy and/or relevance of the conviction history report, including information pertaining to any of the factors listed in sub-paragraph (4), *infra*. The City must review all information and documentation received from the Applicant prior to taking any final action as to whether to hire said Applicant.

(4) In making a determination concerning a previous criminal conviction, the City shall consider the following factors:

(a) the nature of the crime and its relationship to the job for which the person has applied; and

(b) the information pertaining to the degree of rehabilitation of the convicted person; and

(c) the time elapsed since the conviction or release,

(d) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct;

(e) The age of the person at the time of occurrence of the criminal offense or offenses;

(f) The gravity of the offense(s);

(g) The public policy of this City, as expressed in this chapter, to encourage the employment of persons previously convicted of one or more criminal offenses.

(5) In no case may records of conviction which have been erased be used, distributed or disseminated, by the City or any of its agencies, or its vendors, in connection with employment, except as by dictated by law.

(6) In order to prevent discrimination against municipal employees in accordance with federal guidelines, any information pertaining to an applicant or employee's record of conviction obtained by the Human Resources Department in conjunction with the hiring process shall remain confidential within that Department, and shall not be used, distributed or disseminated, by the City or any of its agencies, or its vendors, to any other Department, entity or individual, except as dictated by law.

Vendors.

(1) The City of New Haven will do business only with Vendors that have adopted and employ conviction history policies, practices, and standards that are consistent with City standards outlined in this chapter.

(2) The Awarding Authority shall review all Vendors' criminal history policies for consistency with City standards. The Vendors' criminal history standards will be part of the criteria to be evaluated by the City as to whether to award a City contract. Further, the City will be able to evaluate a Vendor's execution of the criminal history standards as a part of the performance criteria of said City contract(s); the Awarding Authority, in consultation with the Office of Corporation Counsel and the Community Services Administration, shall consider any Vendor's deviation from these criminal history standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

Waiver.

Under exigent circumstances, an Awarding Authority, by its highest ranking member, in consultation with the Office of Corporation Counsel and the Community Services Administration, may grant a Vendor a waiver of the criminal history standards on a contract-by-contract basis. A written record of the waiver shall be kept on file by the Awarding Authority, the Community Services Administration and the Office of Corporation Counsel, and shall also be submitted to the City of New Haven Commission of Equal Opportunities. The written record shall include, but not be limited to: (a) a summary of the terms of the contract, (b) the details of the Vendor's failure or refusal to conform to the City's criminal history standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the Awarding Authority fully complies with the provisions of this sub-section.

Data Collection

Any Awarding Authority, Vendor, Applicant or other interested party may contact the Community Services Administration to report any problems, concerns or suggestions regarding the implementation, compliance and impact of these sections, and the Community Services Administration shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment the Community Services Administration shall refer all complaints to the Office of the Corporation Counsel and shall notify the relevant Awarding Authority of the complaint and any further investigation that the Community Services Administration in consultation with the Office of Corporation Counsel deems necessary or appropriate.

Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

City of New Haven
Current Workforce Certificate
Equal Opportunities

Bidder/Proposer : _____

Address _____

City, State _____

Zip Code _____

JOB CATEGORIES	Racial Group											TOTAL
	MALE					FEMALE						
	W	AA	HA	H	O	W	AA	HA	H	O		
Officials & Managers												
Professionals												
Technicians												
Sales Force												
Office & Clerical												
Craftsmen (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
Total												

Are you a disadvantaged business enterprise ?	Yes	<input type="text"/>	No	<input type="text"/>
Are you a women's business enterprise ?	Yes	<input type="text"/>	No	<input type="text"/>
Does your company have an affirmative action plan ?	Yes	<input type="text"/>	No	<input type="text"/>

W - White (Caucasian)
 HA - Hispanic American
 O - Other

AA - African American
 H - Handicapped

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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. citizen or other U.S. person (defined below).

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA 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 Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* 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, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

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

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

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

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

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

Note. 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 or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% 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.