

**SOUTHINGTON PUBLIC SCHOOLS
SOUTHINGTON, CONNECTICUT**

INVITATION TO BID

The Southington Board of Education is accepting bids for:

**LAWN MOWING AND TRIMMING SERVICES,
for six (6) school sites**

AND

**FALL AND SPRING GROUNDS DEBRIS CLEAN UP AND REMOVAL SERVICES,
for nine (9) school sites**

BID- 2024-13

SEALED, MARKED BIDS will be accepted by the Purchasing Department in the John Weichsel Municipal Center located at 200 North Main Street, Southington, Connecticut until:

10:00 AM on Friday, February 9, 2024

at which time all submitted bids will be publicly opened and read.

(Please note that U.S. mail delivery to our location occurs late in the day and delivery by 10:00 a.m. on the day of the bid opening cannot be relied upon.)

Bids must be submitted on the forms and in the manner specified.

Bid forms and specifications may be obtained from the Southington Public Schools' website:

www.SouthingtonSchools.org

Central Office => Purchasing Department
Bids and RFP Invitations

Sealed bid envelopes are to be returned to the address below with the bid number clearly marked on the outside of the envelope.

Purchasing Office
Board of Education
200 North Main Street
Southington CT 06489
BID - 2024-13

Kyle Fickel
Accounting Manager
(860) 628-3200 ext. 10216

BID SCOPE

The Southington Board of Education is seeking pricing for lawn mowing and trimming services at the six (6) school sites listed below for the 2024-2026 growing seasons. Specifications for **LAWN MOWING AND TRIMMING** at these sites are detailed in this bid.

Additionally, the Southington Board of Education is seeking pricing for optional add on services for the Fall and Spring Grounds Debris Clean Up and Removal at nine (9) sites beginning with the Spring of 2024.

SCHOOL SITE	SITE CONTACT INFORMATION
Southington High School 720 Pleasant Street Southington, CT 06489	Principal: Mr. Michael Crocco Head Custodian: Skip Butkiewicz School phone: 860-628-3229
DePaolo Middle School 385 Pleasant Street Southington, CT 06489	Principal: Mr. Christopher Palmieri Head Custodian: Amy Ashmore School phone: 860-628-3260
Flanders Elementary School 100 Victoria Drive Southington, CT 06489	Principal: Ms. Katie Guerrette Head Custodian: Mike Hughes School phone: 860-628-3372
Derynoski Elementary School 240 Main Street Southington, CT 06489	Principal: Ms. Jan Verderame Head Custodian: Mike Najarian School phone: 860-628-3286
Kelley Elementary School 501 Ridgewood Road Southington, CT 06489	Principal: Ms. Marilyn Kahl Head Custodian: Dan Spatafore School phone: 860-628-3310
Strong Elementary School 820 Marion Avenue Plantville, CT 06479	Principal: Ms. Melissa Barbuto Head Custodian: Jay Antonucci School phone: 860-628-3314

LAWNMOWING AND TRIMMING GENERAL BID INFORMATION:

- A. Bidders are invited to bid on any, all or any combination of the sites above and may bid for one, two or three years on those sites.
- B. Vendors are to visit the site(s) prior to bidding to establish areas, size, requirements, etc. to be considered in the bidding of each site. The specifications for each site are listed on pages 4-5. The school principal or designee should be contacted if further verification of areas is needed. Prior to visiting the school site during school hours, all vendor(s) must sign in at the front office.
- C. Mowings and trimmings are not to be performed during the hours when school is in session and/or when grounds are being utilized. Vendors are to obtain, from the principal(s), a schedule of when the services may be performed.
- D. A list of all equipment to be utilized in connection with the work is to be presented on the forms provided where requested.
- E. A response to all information requested is required. Failure to provide information may cause bid to be rejected.
- F. It is the intent that no one vendor will provide mowing and trimming services to more than five (5) sites systemwide. Based on bids, awards may be split if it is felt by the Board of Education that the best interest of the Southington Public Schools would be served by splitting the sites among bidders. Size of sites may decrease the total number of sites awarded to one vendor.

G. During the season the Administration will periodically review vendor performance with the school personnel.

SPECIFIC LAWN MOWING AND TRIMMING BID CONDITIONS

Bidders must furnish a phone number where they can be reached or where messages and instructions may be left from the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday, inclusive.

The successful bidder(s) will make arrangements at sites where applicable, to have school gates opened on intended day of mowing.

The Board of Education reserves the right to discontinue mowing at any school or any athletic area if conditions or internal arrangements are made after bids are accepted. The Board of Education reserves the right to require the successful vendor to enter into such written contracts as are deemed necessary to protect the interests of said Board of Education.

Contracts entered into may be terminated by either party given written notice of 30 days. In a case of non-performance by a contractor, costs of correcting incomplete work or other amounts paid for work not completed will be adjusted from final payments due the contractor as agreed by both parties.

Inadequate mowing and trimming at any given school may result in termination of the mowing agreement and the loss of payment for the same. Evaluation as to adequacy of mowing and trimming will be performed by the principal and/or Maintenance Foreman during school sessions and by the Maintenance Foreman during the summer months.

Annually the successful bidder will be issued one purchase order during March for the April through June services to be performed. Then, during July a second purchase order will be issued for the July through November services.

Sign-off sheets must be signed after **each** mowing. An example of the sign-off sheet is shown on Part I page 14 of 19.

At the end of each month of service, the contractor must provide an invoice along with **the mandatory sign-off sheet** (see above) for the period such invoice covers. All invoices must include the Board of Education purchase order number covering the month for which the invoice is being submitted. Invoices and signoff sheets should be sent to the Accounts Payable department at 200 North Main Street, Southington, CT 06489, by the 15th of the month following completion of the work. Payments for any given work will be withheld until all work for the period is complete and corrected to the satisfaction of the Board of Education or its authorized representative.

Work and payment for services rendered which is deemed **outside of the bid content** shall be arranged through the securing of a specific purchase order from the purchasing department. No work outside the bid content shall be entered into without the issuance of an approved, **written** purchase order covering the services.

BID SPECIFICATIONS: Lawn Mowing and Trimming Services

- Provisional mowing and trimming schedules and cycles are as follows, contingent on weather and growth:

April	3 mowings and 3 trimmings	NOTE: school vacation is the week of April 8th
May	4 mowings and 4 trimmings	maximum 9 days apart
June	4 mowings and 4 trimmings	maximum 6 days apart
July	3 mowings and 3 trimmings	maximum 10 days apart
August	3 mowings and 3 trimmings	maximum 9 days apart
September	4 mowings and 4 trimmings	maximum 7 days apart
October	2 mowings and 2 trimmings	2 nd and 4 th weeks

November 1 mowing and 1 trimming 2nd week of November

NOTE: Any mowings or trimmings in excess of this cycle must be approved in advance by the Maintenance Foreman or the Purchasing Office **and** confirmed with an additional written purchase order prior to performing.

2. Mowing and trimming to include:

- a. Removal of all papers and unsightly trash from the lawns and fences prior to cutting.
- b. Height of grass to remain at 2 ½" to 2 ¾" after cut. **Exception:** height of grass on baseball outfields to remain at 1 ¾" to 2" after cut, infields to remain at 1" to 1 ½" after cut.
- c. Excessive clippings to be removed from lawn as needed and/or as might be directed by Board of Education personnel, with no additional charges.
- d. Double mowing when needed or as might be directed by Board of Education personnel, with no additional charges.
- e. Care must be taken to mow grass clippings away from the perimeter of buildings to avoid clogging vents.
- f. Clippings to be removed from walks, beds, drives and curbs after each mowing and trimming.
- g. Clippings or other debris removed from the lawns or grounds shall be removed from the premises.
- h. Trimming around all obstacles (i.e. poles, trees, walks, flower/shrub beds) that are within the boundaries of the property. Particular attention must be given to all fence-line trimming. Trimming must be done with each mowing.
- i. Any complaint received by the Southington Board of Education in regard to grass clippings disposed of onto personal or public property will be rectified within one working day following the complaint with no additional charges.
- j. No mowing will be conducted during or after a rainfall where the ground is found wet. Grass clippings or clumps of grass left on lawns and subsequent damage to lawns due to this condition becomes the responsibility of the contractor.
- l. Property damage, personal property damage and/or any injury resulting from the mowing activity must be reported, in writing and in full, to the Director of Operations or the Accounting Manager. Any property damage caused by the vendor will be communicated and repairs will be made at the expense of the vendor.
- m. In accordance with the Connecticut Department of Environmental Protections Mandatory Recycling Act, vendors are reminded that grass clippings have been banned from disposal facilities as of October 1, 1998 and are not to be mixed with trash. Any grass clippings gathered during service operations must be disposed of by vendor off site and in accordance with DEP regulations.

LAWN MOWING AND TRIMMING SPECIFICATIONS BY SCHOOL SITE:

Southington High School – Main Site	
a.	all lawn areas surrounding building to boundary lines
b.	all lawn areas adjacent to entrances and drives
Southington High School – Fields	
all lawn and field areas in the rear of the high school including, but not limited to:	
a.	varsity field hockey/lacrosse field
b.	varsity softball field
c.	junior varsity softball field
d.	upper junior varsity soccer/lacrosse field
e.	far field (track/band/rugby)
f.	junior varsity football field
g.	junior varsity baseball field
h.	varsity baseball field
i.	varsity soccer/lacrosse field
j.	all grassy lawn areas in between above fields

DePaolo Middle School - Main Site	
a.	all lawn areas surrounding building to boundary lines
b.	all lawn areas adjacent to entrances, curbing, and fence lines
c.	areas between north parking area and north boundary (fence)
d.	grass area adjacent to Pleasant Street sidewalk to roadway curbing
e.	grass area adjacent to Woodruff Street roadway and fence
f.	grass area around flagpole by Library Media center
g.	grass area east of basketball courts by armory and fence behind chillers
DePaolo Middle School - Fields	
h.	soccer field
i.	baseball field
j.	field area shared by soccer and lacrosse
h.	softball field

Derynoski Elementary School	
a.	all lawn areas surrounding building to boundary lines
b.	all lawn areas adjacent to entrances and drives including west bank adjoining ball field
c.	all lawn areas adjacent to walkways and curbing
d.	athletic fields
e.	baseball field
f.	play field
Including JV Pyne Center	
a.	all lawn areas surrounding building to boundary lines
b.	all lawn areas adjacent to entrances and drives to boundary lines

Kelley Elementary School	
a.	all lawn areas surrounding building to boundary lines
b.	all lawn areas adjacent to entrances and drives
c.	athletic fields
d.	all lawn areas adjacent to walkway, curbing, and fence lines
e.	softball field

Flanders Elementary School	
a.	all lawn areas surrounding building to boundary lines
b.	all lawn areas adjacent to entrances and drives
c.	athletic fields
d.	Island, parking are off Victoria Drive

Strong Elementary School	
a.	all lawn areas surrounding building to boundary lines
b.	all lawn areas adjacent to entrances and drives
c.	playground areas
d.	all lawn areas adjacent to walkway, curbing, and fence lines
e.	trim along all fence lines
f.	blow grass clippings off tarred areas after lawn is finished

MOST RECENT BID PRICES PER MOWING:

To assist potential bidders, the prices from the most recent mowing season are listed below:

Southington High School	\$650/650
DePaolo Middle School	\$215/215
Derynoski Elementary	\$400
Kelley Elementary	\$285
Flanders Elementary	\$104
Strong Elementary	\$245

BID SHEET - Required

Total cost of all labor, materials and equipment **per mowing and trimming**. Vendors may bid on one, two or three years on any or all sites.

2024 Season 2025 Season 2026 Season
 Mid April – Mid November Mid April – Mid November Mid April – Mid November

	EACH MOW	EACH MOW	EACH MOW
Southington High School <i>(Main site and fields)</i>	\$		
Southington High School <i>(Athletic Fields)</i>	\$		
Southington High <i>(Sub-total) *</i>	\$		
DePaolo Middle School <i>(Main site and fields)</i>	\$		
DePaolo Middle School <i>(Athletic Fields)</i>	\$		
DePaolo Middle School <i>(Sub-total) *</i>	\$		
Flanders Elementary	\$		
Derynoski Elementary <i>(and JVP Center)</i>	\$		
Kelley Elementary	\$		
Strong Elementary	\$		

*- The main site and athletic fields for the High School will be awarded together.

*- The main site and athletic fields for the Middle School will be awarded together.

MOWING AND TRIMMING SECTION

Experience

Outline your work experience as relates to mowing and trimming specifications and requirements.

BID SHEET – Required - continued

Customer References – 3 Required

Provide the following information regarding your largest (acreage maintained) account:
(even if your firm has worked for the Board of Education in the past, this section must be filled out)

1	Name	Approximate Acreage
Address		
Contact	Phone	
2	Name	Approximate Acreage
Address		
Contact	Phone	
3	Name	Approximate Acreage
Address		
Contact	Phone	

BID SHEET – Required - continued

MOWING AND TRIMMING SECTION - continued

Equipment and Employees

List the equipment and employees you will use in the performance of the work as specified in the **Mowing and Trimming** section and indicate if equipment is owned by bidder or others.

Equipment Description	Owned by Bidder	or	Owned by Others

Employees

Bidder Business Information

Business Name	
Principal Owner/Stockholder	Phone
Partner (if applicable)	Phone
Date Business Established	
Number of Employees full time _____ part time _____	

If supervision is assigned to other than the owner, provide the following:

Supervisor’s Name:
Employed by Bidder Since:

Work must be completed by the following dates:

Bidders may bid on any one, all or any combination of the sites.

Spring grounds debris cleanup and removal may begin on April 1, 2024 and must be completed at all sites no later than April 30, 2024. Please note school will not be in session the week of April 8-12, 2024. Fall grounds debris cleanup and removal is required at the conclusion of the fall leaf drop, but no later than November 26, 2024. NOTE: For the periods beyond these dates, the timing is expected to be similar in nature.

BID SPECIFICATIONS

Bidders are invited to bid on the Fall Debris Cleanup and Removal and/or the Spring Debris Cleanup and Removal at any or all sites.

Spring Grounds Debris Cleanup and Removal 2024

Rake (or blow) school property to remove all leaves and debris from school building to property lines to remove accumulated trash and debris from winter. To include walkways, sidewalks, entrances, roadways, parking lots, top of drain grates, play areas, lawns, flower/shrub beds and fence lines. All debris collected is to be removed from the site and disposed of in a legal manner, offsite on a daily basis. Work may begin on **April 1, 2024** and must be completed at all sites no later than **April 30, 2024**. Please note school will not be in session the week of **April 8-12, 2024**.

Fall Grounds Debris Cleanup and Removal 2024

Rake (or blow) school property to remove all leaves and debris from school building to property lines. To include walkways, sidewalks, entrances, roadways, parking lots, top of drain grates, play areas, lawns, flower/shrub beds and fence lines. All debris collected is to be removed from the site and disposed of in a legal manner, offsite on a daily basis. Work is to be accomplished at the conclusion of the fall leaf drop but no later than **November 26, 2024**.

Acceptance Signoff

For each site for both fall and spring grounds debris cleanup services, the successful vendor will be required to submit with his invoice, a completed sign-off sheet for the work done (see sample signoff sheets included in Part I of this bid).

Spring 2023 and Fall 2023 Pricing

To assist potential bidders, the prices from the most recent clean ups are listed below:

Site	Spring 2023	Fall 2023
Southington High School	\$750	\$2200
DePaolo Middle School	\$500	\$860
Kennedy Middle School	\$735	\$2000
Derynoski Elementary/JVP	\$690	\$1240
Kelley Elementary	\$749	\$1050
Flanders Elementary	\$530	\$530
Hatton Elementary	\$650	\$860
Strong Elementary	\$675	\$1260
Thalberg Elementary	\$760	\$1050

SPECIFIC BID CONDITIONS

All work under this bid is to be performed while school is **NOT** in session. Should a situation arise that makes scheduling the work difficult, successful vendor must contact the school principal or designee in order to find an agreeable time for the cleanup. At no time shall there be disruption of normal site routine and/or site traffic.

Bidder must furnish, in writing, within 10 days of bid award, a phone number where they can be reached or where messages and instructions may be left for him between the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive.

The successful bidder(s) will make arrangements at sites where required to have school gates opened on intended day of service.

When the execution of any work contained in this bid involves adjacent property, the successful vendor will be required to obtain from the owners and/or Town, any/all permission, permits and/or letters as might be required holding the Board of Education harmless for the actions of the vendors and/or his employees.

SPECIFIC BID CONDITIONS - Continued

The Board of Education reserves the right to discontinue service at any school or any athletic area if conditions or weather issues arise or internal arrangements are made after bids are accepted.

Contracts entered into may be terminated by either party given written notice of 30 days. In case of a non-performance by a contractor, costs of correcting incomplete work or other amounts paid for work not completed will be adjusted from final payments due the contractor as agreed by both parties.

Inadequate performance at any given school could result in termination of the agreement and the loss of payment for the same. Evaluation as to adequacy of performance will be performed by the Director of Operations, the Maintenance Foreman or their designee.

At the end of service, the contractor must provide a sign off sheet signed by the successful vendor and the site principal (see sample sign off sheet included in Part I of this bid) and an invoice detailing of what work was accomplished for the period such invoice covers. All invoices must be cross-referenced to a Board of Education purchase order number covering the service for which the invoice is being submitted. Payments for any given work will be withheld until all work for the period is complete and corrected to the satisfaction of the Board of Education or its authorized representative.

Work and payment for such which is deemed **outside of the bid content** shall be arranged through the securing of a specific purchase order and no work outside the bid content shall be entered into without an approved, written purchase order being received by the contractor.

These bid items may be accepted or rejected in part or in whole by the Board of Education.

BID SHEET – REQUIRED VENDOR INFORMATION

Experience

Please outline your work experience as it relates to the grounds debris clean up and removal specifications/requirements:

BID SHEET – REQUIRED VENDOR INFORMATION - Continued

Three Customer References

Please provide the following information as to work performed by your firm with regards to grounds debris clean up and removal:

1	Name		
	Address	Phone	

2	Name		
	Address	Phone	

3	Name		
	Address	Phone	

Equipment

Please list the equipment you will utilize in performance of the grounds debris clean up and removal work as specified in bid items:

REQUIRED BID SHEET – FALL AND SPRING GROUNDS DEBRIS CLEAN UP AND REMOVAL

Location	Type	Grounds Debris Clean up and Removal 2024	Grounds Debris Clean up and Removal 2025	Grounds Debris Clean up and Removal 2026
Southington High School	Spring	\$		
	Fall	\$		
DePaolo Middle School	Spring	\$		
	Fall	\$		
Kennedy Middle School	Spring	\$		
	Fall	\$		
Derynoski Elementary/ JVP	Spring	\$		
	Fall	\$		
Kelley Elementary	Spring	\$		
	Fall	\$		
Flanders Elementary	Spring	\$		
	Fall	\$		
Hatton Elementary	Spring	\$		
	Fall	\$		
Strong Elementary	Spring	\$		
	Fall	\$		
Thalberg Elementary	Spring	\$		
	Fall	\$		
Totals				

Vendor agrees to perform the work outlined in the bid within the timeframe outlined in this bid:

Spring grounds debris cleanup and removal may begin on April 1, 2024 and must be completed at all sites no later than April 30, 2024. Please note school will not be in session the week of April 8-12, 2024. Fall grounds debris cleanup and removal is required at the conclusion of the fall leaf drop, but no later than November 26, 2024.

Bidder Business Information

Business Name:	
Owner	Phone
Partner (if applicable)	Phone
Business was established (date)	
Number of employees	full time / part time

If supervision is assigned to someone other than the owner, please provide the following:

Supervisor's name
Employed by bidder since (date)

**LAWN MOWING AND TRIMMING
Sign Off Sheet**

To: Vendors

Complete the information below with company name, date and site. Present this sign-off sheet to the Principal (or designee) for his/her approval for each mowing and trimming service you provide.

Sign-off sheets need to be signed after EVERY mowing. Several sheets signed at one time are unacceptable.

If the principal or designee is not available, deposit the sheet in a prearranged location for sheets.

Submit sign off sheets for the month along with your invoice to the purchasing department for payment. **Invoices received without the monthly sign off sheets will not be honored.**

Company Name	
Date Mowing and Trimming Done	
Site Where Mowing and Trimming Done	

To: Principal or Designee

Your signature below indicates that all requirements as outlined in the bid document have been performed satisfactorily and in accordance with the bid requirements.

- papers and unsightly trash removed prior to cutting
- grass has been cut to the bid specified height over the entire area
- trimming has been done in all bid specified areas
- all excess clippings have been removed
(see bid specifications for other concerns)

Principal or Designee
Comments: _____

Note: If this sheet is left at a prearranged drop off point, be sure to forward the signed sheet to the vendor and/or discuss the unacceptable areas of service so that they can be corrected and the vendor can be paid. All completed signoff sheets must be sent to the Purchasing Office with a monthly invoice.

Provisional Mowing and Trimming Cycles
(contingent on weather and growth)

April	3 times	August	3 times
May	4 times	September	4 times
June	4 times	October	2 times
July	3 times	November	1 time

Additional mowing and trimming must be pre-approved by the purchasing department
COMPLETED SIGNED SHEET TO BE GIVEN TO VENDOR

Principal or Designee Signature

Date

SAMPLE SIGN OFF SHEET – SPRING GROUNDS DEBRIS CLEANUP AND REMOVAL

To: SBOE
Accounts Payable
200 North Main Street
Southington CT 06489

**ACCEPTANCE
SIGN OFF SHEET
SPRING GROUNDS DEBRIS CLEANUP AND REMOVAL**

Specifications: Spring Grounds Debris Cleanup and Removal 2024

Rake (or blow) school property to remove all leaves and debris from school building to property lines to remove accumulated trash and debris from winter. To include walkways, sidewalks, entrances, roadways, parking lots, top of drain grates, play areas, lawns, flower/shrub beds and fence lines. All debris collected is to be removed from the site and disposed of in a legal manner, offsite on a daily basis. Work may begin on **April 1, 2024** and must be completed at all sites no later than **April 30, 2024**. Please note: Schools will not be in session the week of April 8-12, 2024.

Site: _____ Purchase Order: _____

Vendor: _____

The above service was satisfactorily completed on: _____ 2024

Site Principal

Vendor

SAMPLE SIGN OFF SHEET – FALL GROUNDS DEBRIS CLEANUP AND REMOVAL

To: SBOE
Accounts Payable
200 North Main Street
Southington CT 06489

**ACCEPTANCE
SIGN OFF SHEET
FALL GROUNDS DEBRIS CLEANUP AND REMOVAL**

Specifications: Fall Grounds Debris Cleanup and Removal 2024

Rake (or blow) school property to remove all leaves and debris from school building to property lines. To include walkways, sidewalks, entrances, roadways, parking lots, top of drain grates, play areas, lawns, flower/shrub beds and fence lines. All debris collected is to be removed from the site and disposed of in a legal manner, offsite on a daily basis. Work is to be accomplished at the conclusion of the fall leaf drop but no later than **November 26, 2024**.

Site: _____

Purchase Order: _____

Vendor: _____

The above service was satisfactorily completed on: _____ 2024

Site Principal

Vendor

BID DIRECTIONS

Bids to be considered must be presented on the sheets provided within this bid. Additional information sheets may be attached. All entries must be typed or entered in ink. Pencil entries may be cause for rejection of the bid.

No bidder may withdraw his bid for a period of 45 days after the opening date. The Board reserves the right to cancel or withdraw the bid. Prices must hold for a full season for the length of this bid as awarded.

No	Bid bond is required with this bid	N/A
Yes	Proof of insurance is required with this bid	See Part II Page 3 – Item 31, 32 and 33
No	Performance bond will be required by successful bidder	N/A
No	Prevailing Wage Project	N/A
No	Samples required with this bid	N/A
Yes	References are required with this bid.	See Part I Page 8 and Part I Page 12
Yes	Workplace Analysis must be returned with this bid	See Part II Page 12
No	Descriptive literature and item(s) specifications must be submitted with bid	N/A
Yes	Non-collusive bid statement must be submitted with bid	See Part I Page 19
Yes	IRS Form W-9 (Rev. 10-2018) – All Vendors no exceptions	See Part II, Page 15 Complete and Return

REQUIRED BID SHEET

By submitting this bid, bidder agrees to all of the provisions and conditions contained herein **Part I** pages 1 through 19 and **Part II** pages 1 through 15.

The Board of Education reserves the option to extend any contract or award developed under this bid, under the same terms and conditions, for a period not to exceed the length of the original award, if agreeable to both parties.

NON COLLUSIVE BID STATEMENT

The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Board of Education to consider the bid and make an award in accordance therewith.

Legal Name of Business	
Taxpayer SS# or Business EIN#	
Business Address :	Street
	City
	State
	Zip
	Phone
	fax
Email address	
Person Authorized to Sign for Company	
Signature of Authorized Person	
Date	
Phone number where calls or messages can be received between 8:00am and 6:00 pm Monday through Saturday, inclusive:	

BID TERMS AND CONDITIONS

1. All bids submitted must be in SEALED ENVELOPES and must be notated with the BID NUMBER on the face of the envelope. Amendments to or withdrawal of any section of the submitted bid received later than the time and date set for the bid opening will not be considered. Bids received later than the time and date specified will not be considered. For the purpose of bid receipts, the official time piece will be the time/date stamp unit located in the Purchasing Office, 200 North Main Street, Room 7, Southington, Connecticut.
2. All bid prices must include prepaid delivery, assembly and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the Accounting Manager. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.
3. Addenda will be listed on this website. It is the responsibility of the vendor to check the website for such addenda prior to submission of any proposal. Failure to sign any addendum relating to the bid of interest may disqualify submitted bids and/or proposals.
4. Replies submitted, whether a bid or no bid, must have the bid number clearly marked on the outside of the envelope. Bidders not marking the envelopes will have no recourse against any Board of Education member and/or its employees, or Town of Southington member and/or its employees.
5. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the Southington Public Schools will be disregarded.
6. Request for interpretation of any portion of the bid may be made by telephone to the Board of Education Purchasing Office at (860) 628-3200. All replies will be given verbally and then posted on the website as an addendum (if deemed vital to the bid by the Accounting Manager).
7. The Southington Public School System and the Town of Southington are exempt from the payment of taxes imposed by Federal Government and/or the State of Connecticut. Such taxes should not be included in the bid price.
8. In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in a fair and equitable manner determined by the Board of Education.
9. For bids to be considered, the **Non Collusive Bid Statement** found in Part I must be completed and submitted with the bid.
10. Bidders offering(s) under this bid must meet and be in compliance with all local, state and federal specifications, regulations and requirements in effect as of the date of the bid submittal pertaining to the work, materials, equipment or items requested in the bid.
11. The successful bidder, vendor and/or contractor must protect all property of the Board of Education (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense.
12. At the completion of the work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by him. This removal will be completed at the contractor's expense. The premises must be left in a clean and finished condition acceptable to the owner or its agents.
13. Default - It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when he/she has not delivered the item(s) within the time constraints listed in this document. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document and/or they have ceased work on the project for a period of fifteen (15) working days cumulative or consecutive.
14. Expenses incurred by the owner due to the contractor or vendor failing to complete the job or failing to deliver in the required time frame, or failing to adhere to the bid requirements and specifications will be charged to the contractor or vendor.
15. The successful bidder agrees to indemnify and hold harmless the Board of Education, its employees, the Town of Southington and its employees from any and all liability arising out of the successful bidders' operations and functions and/or supplied items.
16. Samples that are forwarded by the bidder will be returned to the bidder at his request and at his expense. Samples not returned to the bidder will be disposed of at the discretion of the Board of Education or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within thirty (30) days of bid opening date. Items not picked up within thirty (30) days of bid opening will be disposed of by the Board of Education or its designated agent.

BID TERMS AND CONDITIONS - continued

17. Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and/or materials that will be satisfactory. When reviewing the information given, it is the responsibility of the prospective bidder to inform the Board of Education of any discrepancy that is found (i.e. number listed does not fit the item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid, exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the **MAKE, TRADE NAME AND MODEL** number. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item (s) offered must be equivalent as to function, basic design type and quality of material, method, of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed. Units offered shall be new. Bidders are cautioned that rebuilt, remanufactured, trade-ins, surplus, seconds, factory rejects floor samples, close-outs or distressed items are not acceptable and shipment of substitutions, defective or shop-worn equipment will be returned for a full refund, including shipping and/or freight charges, at the vendor's expense.
18. The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the Board of Education or its designated representative based on actual need at the time the orders are placed.
19. The Board of Education or its designated representative reserves the right to reject any proposal in whole or part offering equipment and/or materials and/or services that in their opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse by the bidder.
20. The Board of Education or its designated agent reserves the right to award or reject by item, or part thereof, groups of items, or parts thereof, or all items of the bid if in his/her judgment the best interest of the Southington Public Schools and/or the Town of Southington will be served. Further, the Board of Education, or its designated agent, reserves the right to award contracts to one or more bidders submitting identical proposals as to price, to reject any and all bids in whole or in part, to waive technical defects, irregularities and omissions if, in their judgment the best interest of the school system will be served.
21. The Board of Education or its designated agent specifically reserves the right to reject any and all bids until a purchase order and/or contract has been awarded. No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders that the contract has been awarded.
22. It is the intent to award this bid by line item, however, the Board of Education reserves the right to award the bid in total if deemed by the Board of Education that the award in total would be in the best interest of the Southington Public School System. In addition, bidders should be advised that should budgetary constraints dictate, part and/or all of the items listed in this bid, including future years, may be rejected. This decision shall be considered final and not subject to recourse by the bidder.
23. The Board of Education reserves the right to discontinue service during the current term or future terms, if performance is deemed unacceptable by the Board. In the event of a multiple year award evaluation of service will be made at the end of the first year. Awards for subsequent years will be contingent on the previous year's performance.
24. In determining the lowest or highest responsible bidder, the Board of Education reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience of the bidder, sufficiency of the resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.
25. **DOCUMENTS PREVIOUSLY SUBMITTED TO THE SOUTHINGTON BOARD OF EDUCATION WILL NOT BE CONSIDERED AS SATISFYING SUBMISSION REQUIREMENTS FOR THIS BID.**
26. **WHERE A BID BOND IS REQUIRED (SEE BID DIRECTIONS SHEET), IT IS TO BE SUBMITTED WITH THE BID AT THE TIME OF SUBMISSION.**
27. **INSURANCE CERTIFICATES, PERFORMANCE BONDS AND/OR PAYMENT BONDS, WHEN REQUIRED, ARE TO BE SUBMITTED BY THE SUCCESSFUL BIDDERS PRIOR TO COMMENCEMENT OF WORK.**
28. The Board of Education reserves the right to have bidders supply a minimum of three (3) references. These references must be for similar/same work.
29. The Board of Education reserves the right to request information from the bidders including, but not limited to, legal claims, worker's compensation history, and other claims for personal and property damage.

BID TERMS AND CONDITIONS - continued

30. **Bid Bond** (if required - see Bid Directions sheet) - Shall be in the amount equivalent to ten per cent (10%) of the contract made out in favor of the Board of Education and issued by a surety company acceptable to and approved by the Board of Education. A cashier's check or Treasurer's check in the same amount may be submitted in lieu of the bid bond.
31. **Proof of Insurance** (if required - see Bid Directions sheet) - The contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation Insurance for all the employees employed on said work. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workmen's Compensation statute, the contractor shall provide Workmen's Compensation Insurance for the protection of his employees not protected otherwise.
32. **Liability Insurance** (if required - see Bid Directions sheet) - Take out and maintain during the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000 for injuries, wrongful death to any one person and subject to the same limit for each person in an amount of not less than \$1,000,000 on amount of one accident and property damage insurance in an amount of not less than \$1,500,000.
33. **Certificate of Insurance** - Submitted must name the Southington Board of Education, 200 North Main Street, Southington, Connecticut 06489 as the certificate holder and shall be delivered to the Accounting Manager, Board of Education within fifteen (15) days of award notification.
34. **Performance Bond** (if required - see Bid Directions sheet) - The successful vendor must file a performance bond and execute the contract within fifteen (15) days from the date of award notification. Should it be necessary to start a project immediately, the performance bond in question must be in place before the project begins. The furnished bond must be in favor of the Board of Education and executed by a surety company authorized to transact business in the State of Connecticut and acceptable and approved by the Board of Education. It shall be for not less than one hundred per cent (100%) of the total contract price but in no case less than one thousand dollars (\$1,000.00).
35. **Payment Bond** (if required - see Bid Directions sheet) - The successful bidder, shall file a payment bond and execute said contract within fifteen (15) days from the date of notification of such award. Should it be necessary to start a project immediately, the payment bond in question must be in place before the project begins.
36. The Board of Education reserves the right to require successful bidders to enter into such security arrangements as are deemed necessary to protect the Board of Education property and goods.
37. **Facsimile Transmissions** – Prior to bid opening - submission of this bid or any portion of this bid and/or any documents relating to this bid by means of Facsimile Transmission (fax machine) is unacceptable and will not be considered in the bid process. After the bid opening and at the request of the Accounting Manager, or designee, data relating to the bid will be accepted via fax.
38. Successful bidder shall provide any/all additionally required non-collusion affidavits, affirmative action statements, fair employment plans and non-discrimination programs and statements as might be required by the Board of Education.
39. Executive order number 3 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rules and regulations of the Department of Labor on equal employment opportunities are incorporated herein by specific reference (copy enclosed).
40. Executive order number 17 inclusive of all its amendments thereto relative to Connecticut employment services, implementation rules and regulations are incorporated herein by specific reference (copy enclosed).
41. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin.
42. The bidder agrees to obtain and pay for all work/building permits as might be required. The cost of obtaining said permits shall be included in the bid price. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper Town Officials prior to commencement of work.
43. The successful bidder shall not employ any subcontractor to fulfill any of the duties as herein specified without express, prior written approval of the Board of Education or its designated agent.
44. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of Town of Southington planning, zoning and building officials and that awards made prior to said approval are subject to cancellations.
45. **Prevailing Wage** - When the State of Connecticut Prevailing Wage Rate is applicable to the bid, it is to be known by the

BID TERMS AND CONDITIONS - continued

prospective bidders that a **Certified Payroll Record** must be forwarded prior to any request and/or invoice for payment. Prospective bidders should note that when the Prevailing Rate is applicable, it shall be based on the total project cost from day one.

46. **Occupational Safety and Health Act of 1970** - Seller shall warrant that the machinery, equipment or other materials covered herein by shall, upon delivery to Southington Public Schools and/or Town of Southington, be in compliance with the standards required by the Occupational Safety and Health Act of 1970 (and all amendments thereto) as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of such delivery.
47. **Machines and/or Equipment Lockout/Tagout** - In an effort to comply with OSHA's final rule on control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is offered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.
48. All energy isolating devices must be designed to accept a lockout device, as required by OSHA lockout/tagout requirements, 29 C.F.R. 1910.147(c)(2)(iii). 54 Fed. Reg. 36644, 36688 (September 1, 1989). For this purpose, an **energy isolating device** is a mechanical device which physically prevents the transmission or release of energy (such as a valve), and lockout device is a device that uses a positive means, such as a lock, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment.
49. In compliance with **Toxic Substance Control Act (PL 94-469)**, seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the Southington Public Schools and/or Town of Southington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the **Toxic Substance Control Act (PL 94-469)** (and all amendments thereto) and are otherwise in compliance with said Act.
50. **Hazardous Materials** - Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state or local statute, ordinance, regulation or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but not limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the Southington Public Schools and/or Town of Southington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.
51. **Material Safety Data Sheets** - shall be provided by seller upon delivery to Southington Public Schools and/or Town of Southington of any goods having constituents listed in the following references:
 - OSHA 1910 Subpart Z
 - ACHIG Current Threshold Values
 - DOT HazMat Table 49
 - IARC Carcinogen List
 - National Toxicology Program Carcinogen List
 - Radioactive Materials
52. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.
53. **Asbestos** - Bidders are advised that asbestos-containing material has been located in the boiler rooms, pipe tunnels, storage areas and various locations of the school buildings. Before proceeding on any contractual work on school buildings or their interior, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that this said material be considered as a health hazard and all precautionary measures according to the Ahera Rules and Regulations be observed. A copy of the Asbestos Management plan that contains location of said material may be obtained at the office of the Maintenance Foreman, JV Pyne Center, 240 Main Street Rear, Southington, Connecticut 06489, or from the office of the principal of the building at which the work is to be performed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.
54. Bidders hereby agree that any award resulting from this bid will be extended to any/all departments and agencies of the Town of Southington and that the successful vendor shall invoice said town agency and/or department separately.
55. The successful vendors are hereby advised that any measurements/sizes given in this bid are representative only. Bidders are to establish exact measurements/sizes for themselves. Bidders will have no recourse for bids presented based on inaccurate measurements/sizes.
56. **CONFINED SPACES:** Bidders are advised that **Confined Spaces**, as defined by OSHA have been identified throughout the

BID TERMS AND CONDITIONS - continued

School System. It is the responsibility of bidders to familiarize themselves with the locations of these **Identified Confined Spaces** within the building where work is to be performed by the bidder. A list of these **Confined Spaces** is available in the office of the Maintenance Foreman and in the office of the Principal at each site. Responsibility for notification of the bidders' employees rests with the bidder. Bidders will assume the responsibility of all necessary functions as specified by OSHA for entrance or work in **Confined Space**: 1) Danger Area; 2) Permit Only Area. This is to include all necessary air testing safety equipment and employee training.

57. Effective July 1, 2016, Connecticut Public Act 16-67 included new requirements regarding background checks for new school employees. Section 2 of Public Act 16-67 also applies many of these requirements to contractors. Contractors must require any employee of the contractor who would be in a position involving direct student contact to submit the information and authorization required by Public Act 16-67. The contractor must provide boards of education with information about any findings regarding abuse, neglect or sexual misconduct. The board will then determine whether that employee of the contractor may work in a position involving direct student contact. Public Act 16-67 can be viewed at <https://www.cga.ct.gov/2016/ACT/pa/2016PA-00067-R00HB-05400-PA.htm>.

58. The terms and contents of these general bid terms and conditions are made part of this bid.

**STATE OF CONNECTICUT
BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR**

EXECUTIVE ORDER NUMBER THREE

WHEREAS, sections 4-6ld(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-6le(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order and that such contract or subcontract may be canceled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontracts.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractors and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Orders and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31.122 of the general statute, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized office or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representations and upgrading, do not discriminate on the grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees, that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities including the commission on human rights and opportunities the executive committee on human rights and opportunities and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private as the labor commissioner may deem, advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and 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 this order.
3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be canceled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable effort within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be canceled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these promises including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

**GUIDELINES AND RULES
OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE
ORDER NO. THREE**

SEC. 1 PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES

a. Every contractor or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00 shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2 SUBCONTRACTORS

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3 EMPLOYEES

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution or offer or acceptance and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4 REPORTS

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees or to be employed in the performance of the contract and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.

a. N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1972 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6 COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7 INVESTIGATIONS, COMPLAINTS

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8 HEARINGS

The Labor Commissioner or officers designated by the heads of the State Agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings

shall be conducted in accordance with the acceptable principals of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9 EQUAL EMPLOYMENT OPPORTUNITIES

All State contracting agencies, employers and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes.

SEC. 10 DUTIES OF CONTRACTING AGENCIES

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forewith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of November, 1971.

Jack A. Fusari

**CONNECTICUT STATE DEPARTMENT OF EDUCATION
AFFIRMATIVE ACTION PACKET**

The State Department of Education (SDE) is committed to Equal Opportunity and Affirmative Action and will not knowingly do business with any grantees, bidders, contractors, subcontractors or suppliers of materials who engage in acts of unlawful discrimination. In accordance with Administration Regulations Sections 46a-68-31 through 46a-68-74 "Affirmative Action By State Government" and 4a-60 through 4a-60a and 46a-68c through 46a-68k "Contract Compliance" as administered by the Commission on Human Rights and Opportunities (CHRO), the SDE encourages grantees, bidders, contractors, subcontractors and suppliers of materials to develop and implement Affirmative Action Plans.

Contractors with 50 or more employees and contract awards that total **\$4,000** or more for leases, rental and personal service agreements are required to have or develop a written Affirmative Action Plan addressing any identified under utilization of minorities and women. Further, contractors with fewer than 50 employees regardless of contract amount or contractors with 50 or more employees with a total contract amount of less than \$4,000 for leases, rental and personal service agreements are required, at a minimum, to develop a written Affirmative Action Policy Statement.

In accordance with CHRO Regulations concerning contract compliance procedures for state agencies, this packet was prepared to assist all bidders for contractual services to comply with legally mandated application procedures. **All contractors and grantees must read and complete the appended forms where appropriate, and submit their Affirmative Action Policy Statement and Plan where appropriate.**

The following are appended hereto:

1. **Commission on Human Rights and Opportunities Contract Compliance Regulations and Notification to Bidders:**
Makes prospective contractors and grantees aware of the State Department of Education's obligation to ensure that prospective contractors and grantees qualify pursuant to contract compliance requirements. ***(Contractor/Grantee must complete)***.
2. **Workforce Analysis:** A comprehensive inventory of all employees by race, sex, job title and occupational category ***(Contractor/Grantee must complete)***.
3. **Definitions for Workforce Analysis:** Race/Ethnic identification and description of job categories to assist in the completion of workforce analysis.
4. **Standard Statement of Assurances:** ***(Grantee must complete to apply for grants)***.
5. **Contractor's Minority Business Enterprises Utilization Form:** ***(Contractor/Grantee must complete when an MBE or WBE is engaged in a subcontract)***.
6. **Affidavit/Certificate of Corporation:** ***(Contractor/Grantee must complete only when an MBE or WBE that is not registered with the Department of Economic Development is engaged as a subcontractor and the Contractor/Grantee wish to receive credit for such pursuant to regulations)***.
7. **Sample Affirmative Action Policy Statement:** Contractor/Grantee may use this as an example or may use it as their statement by placing it on their letterhead.

Please submit the completed forms along with your proposal or bid to the person or office identified in the request for proposal.

Affirmative Action Office
State Department of Education
566-7619

(Rev 6/99)

**CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
WORKFORCE ANALYSIS**

Contractor Name: _____
Address: _____

Total number of CT employees:
Full-time _____ Part time _____

Complete the following Analysis for employees of Connecticut work sites who are:

Job Categories	Overall Totals (sum of all Cols. Male and Female)	White (not of Hispanic Origin)		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		People with Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
officials and managers													
professionals													
technicians													
paraprofessional													
sales worker													
office & clerical													
craft workers (skilled)													
operatives (semi skilled)													
service workers													
totals above													
totals one year ago													

FORMAL, ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)

apprentices													
trainees													

EMPLOYMENT FIGURES WERE OBTAINED FROM VISUAL CHECK: _____ EMPLOYMENT RECORDS: _____ OTHER: _____

- Have you successfully implemented an Affirmative Action Plan? Yes: _____ Date of implementation _____
Not Applicable: _____ Explain: _____
a. Please submit a summary of your Affirmative Action Plan.
- Have you successfully developed an apprenticeship program complying with Sec. 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive? Yes _____ No _____ Not Applicable _____ Explanation: _____
- According to EEO-1 data, is the composition of your workforce at or near parity when compared with the race and gender composition of the workforce in the relevant labor market area? Yes _____ No _____
Explanation: _____
- If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? Yes _____ No _____ Explanation: _____

Contractor's Authorized Signature _____

Date _____

{WFA 6/99}

STATE OF CONNECTICUT

BY HIS EXCELLENCY

**THOMAS J. MESKILL
GOVERNOR**

EXECUTIVE ORDER NUMBER SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free service or do not avail themselves fully of all of the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontracts.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto designated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, canceled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon and program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

Form **W-9**
(Rev. October 2018)
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.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	Southington Public Schools 200 North Main Street Southington, CT 06489
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	

or

Employer identification number	

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.