

# TOWN OF NORTH BRANFORD

Purchasing Department  
Town of North Branford

## *Invitation to Bid*

Michelle Knockwood, CPPB, Purchasing Assistant  
203/484-6005 - Fax: 203/484-6025

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### **Bid Proposal Data**

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#### **BID#:6 – 2009/2010**

Commodity Title: Police Department Portable and Mobile Radio Replacements and Upgrades

Issue Date: January 19, 2010

### **Bid Proposal Opening**

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Day / Date: Friday, February 12, 2010  
Time: 11:00 AM  
Mail Address: Town Manager's Office  
909 Foxon Road  
North Branford, CT 06471

Directions: All Bid Proposals are opened in the Conference Room, located in the Town Manager's Office at the Town Hall, 909 Foxon Road, North Branford, CT 06471. Enter main entrance, follow signs to Town Manager's Office.

### **Bid Proposal Contents**

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Invitation to Bid/Advertisement  
Contents Page  
General Conditions & Instructions  
Overview and Specifications  
Proposal  
Non-Collusion Statement  
Affirmative Action Statement  
Form W-9

Sealed written Responses must be received by Purchasing no later than the date, time and location indicated above for the Bid Opening. Late Bids will not be accepted - no exceptions. Submittal of Response by fax is not acceptable. ***Please submit original and two (2) copies of submitted bid.***

Note: This Bid does not constitute an order for the goods or services specified.

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***BID #6-2009/2010 Police Department Portable and Mobile Radio Replacements and Upgrades***

**BID#6**  
**POLICE DEPARTMENT PORTABLE AND MOBILE RADIO**  
**REPLACEMENTS AND UPGRADES**

**TOWN OF NORTH BRANFORD**

**Invitation to Bid**

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6) Affirmative Action Statement	<u>  X  </u>
7) Form W-9	<u>  X  </u>

**- PURCHASING USE ONLY -**

**- REQUIREMENTS -**

1) Certificate of Insurance	<u>  X  </u>	_____
	Yes	No
2) Bid Bond	<u>  X  </u>	_____
	Yes	No
3) 100% Performance Bond	<u>  X  </u>	_____
	Yes	No
4) Labor & Materials Bond	<u>  X  </u>	_____
	Yes	No
5) Vendor References	<u>  X  </u>	_____
	Yes	No
6) Samples & Descriptive Literature	<u>  X  </u>	_____
	Yes	No

## **TOWN OF NORTH BRANFORD-PURCHASING DEPARTMENT GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS**

The general rules and conditions outlined below apply to all purchases authorized by the Town of North Branford. The conditions outlined become a formal part of each invitation to bid unless otherwise specified. All bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

The terms and conditions outlined in the invitation to bid become part of the formal contract following award, unless specified otherwise.

### **CONDITIONS OF BIDDING**

1. **PROPOSAL FORMS:** The bidder shall maintain one (1) copy for his files and submit the original signed copy in the envelope provided. Failure to do so will disqualify bid.
2. **ADDENDUMS:** It shall be the bidder's responsibility to check for any Addendums added to the original bid.
3. **LATE BIDS:** Formal bids, addendum's to bids or requests to withdraw a bid received after the date and time specified for opening will not be considered.
4. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written authorization only, and if withdrawal request is received prior to specified time of opening.
5. **MAILING OF BIDS:** All bids are to be mailed in an envelope marked with the title of Bid and Bid Opening date and time and directed to the Office of the Town Manager. Vendors are encouraged to allow sufficient time for mailing of bids. The Town of North Branford assumes no responsibility for postal delays.  
  
All bids received will be stamped by date and time received by the Purchasing Office. This date of receipt will prevail over postmark date.
6. **OPENING OF BIDS:** The bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend bid openings.  
  
Bid openings will be listed by vendor name, address and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to interested vendors at a later time.
7. **BID COMPLETION:** All information required by the invitation must be complete to constitute proper bid. Failure to do so will result in disqualifying the bid.
8. The Town of North Branford reserves the right to reject all bids, or any part of a bid or to waive defects in bids if in the best interest of the Town of North Branford.
9. All formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Purchasing Agent. All extensions are to be authorized by addendum.
10. **PAYMENT TERMS:** Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
11. **BIDS FOR ALL OR PART:** Bidders may restrict their bid to consideration in the aggregate by so stating but should include a unit price on each item bid upon. Any bid in which the bidder names a total price for all articles without quoting a unit price may be rejected at the option of the Town of North Branford.
12. **ERROR IN BIDS:** Any mistake in a bid which is obviously a clerical error such as a price extension, decimal point error or FOB terms may be corrected by the Purchasing Agent, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Purchasing Agent, vendor and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.
13. **RESPONSE TO INVITATIONS:** In the event you are unable to bid on our requirements as specified, in the invitation to bid, forward a letter to the Purchasing Office indication you intention not to bid and a brief explanation as to why you are unable to bid.
14. **MULTIPLE BIDS:** No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid package. Any alternate not specified will be rebid if in the best interest of the Town. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Town Manager.
15. **TAXES:** The Town of North Branford is exempt from all State and Local taxes.

16. **EQUIPMENT SPECIFICATION AND/OR DESCRIPTIONS:** Each bidder shall submit, when requested by the Purchasing Agent, catalogs, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work he proposes to furnish.
17. **BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:** When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to the Town of North Branford, Connecticut. The amount of the bid deposit will be 10% of the total base bid unless otherwise specified.
18. **PERFORMANCE BOND:** If required by the bid specifications, the successful bidder must supply a performance bond for the full amount of the estimated total bid. The performance bond shall be made out in favor of the Town of North Branford. The performance bond will be required as security by the successful bidder for faithful performance of his contract. This performance bond will be required within 10 days of the award notification. The performance bond must be written by a surety company licensed to transact business in the State of Connecticut. The successful bidder upon failure or refusal to furnish within 10 days the required performance bond, shall forfeit to the Town of North Branford as liquidated damages their bid deposit.
19. **SAMPLES:** When samples are required from bidders receiving the award, the samples may be retained by the Town of North Branford until the delivery of contracted items. Bidders whose samples are retained may pick them up after delivery is accepted.

Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples to be the responsibility of the bidder.

All samples are to be marked samples and delivered to the Purchasing Office. The package must indicate the name of the bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient reason for rejection of the bid.

### **SPECIFICATIONS**

20. **TRADE NAMES:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is specified.

The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory.

Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Purchasing Agent reserves the right to approve as an equal or to reject as not being equal any article the bidder proposes to furnish which contains major or minor variations from the specification requirements.

If no particular brand, model or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Purchasing Agent to judge if all requirements of the specifications are being met.

21. The bidder shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, ASTM regulations, or similar expressions. These shall be considered to be the minimum requirements of the specifications. Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to the Town of North Branford to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
22. The contract will be awarded to the lowest responsible bidder complying with *all* the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of North Branford to accept it. The Purchasing Office reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Town. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder who on investigation shows he is not in a position to perform the contract.

In determining responsibility the following qualifications in addition to price will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the bidder to perform the required services.
- b. The ability of the bidder to perform the contract or provide the service promptly within the time specified.
- c. The character, integrity, reputation, judgment and experience of the bidder.
- d. The quality of performance of previous contracts or services.

- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
  - g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
  - h. The ability of the bidder to provide future maintenance and service for the use of the material and/or equipment.
  - i. Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
  - j. Prepayment discounts for early payment will be taken into consideration when making award.
23. **NOTICE OF ACCEPTANCE:** All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. The successful bidder will also be notified. A purchase order will be issued following verbal notification.
24. **TIE BIDS:** If two or more bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.

**RESIDENT BIDDERS PREFERENCE:** Price and other factors being equal, preference will be given first to resident bidders of the Town. Except when judgment of such purchase would operate to the disadvantage to the Town.

25. **SPECIFIC BID QUANTITIES:** Where quantities are stated specifically, acceptance of the bid will bind the Town to order only those quantities specified, and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.
- “AS REQUIRED” BID QUANTITIES:** On “as required” bids, acceptance will bid the Town to pay for at unit prices only quantities ordered and delivered.

**CONTRACT PROVISIONS**

26. **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of the Town are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at his expense shall repair the defect or replace the item.

27. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The Town’s extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
28. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding to the Town unless made in writing and signed by the Town Manager or his authorized agent.
29. **INSURANCE REQUIREMENT:** The contractor, following award of the contract may be required to furnish to the Town of North Branford a Certificate of Insurance for the following coverage:
- 1. Comprehensive General Liability
  - 2. Property Damage & Bodily Injury Liability
  - 3. Automobile Liability
  - 4. Workman’s Compensation and Employees Liability
  - 5. Professional Liability
- The Town of North Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

In addition to the coverage delineated above, Builders Risk Insurance may be required for construction contracts. The limits of Insurance unless otherwise specified shall be as follows:

**GENERAL LIABILITY:** Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit).

The insurance carried by the bidder shall include the following coverage’s.

- a. Comprehensive Form
- b. Premises Operations
- c. Products Completed Operations
- d. Contractual – Hold Harmless Requirements\*
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

**\*HOLD HARMLESS REQUIREMENTS:** The contractor shall, at all times, indemnify and save harmless the Town of North Branford, its officers, agents and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor’s work, or by the contractor, any sub-contractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

**AUTOMOBILE LIABILITY:** Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit) Comprehensive automobile liability to cover all

automobiles or vehicles owned, hired or owned by contractor's employees and used on business.

**WORKERS' COMPENSATION:** The contractor must have workers' compensation and liability insurance as provided by Connecticut and Federal law with statutory limits of \$500,000 per accident, \$500,000 disease each employee and \$1,000,000 disease policy limit.

The contractor shall procure and pay for the insurance coverage's described above with the minimum limits of liability as stated. The certificate of insurance shall certify that said coverage shall be in effect for the term of the contract.

The Town of North Branford shall be named as an additional insured on the General Liability insurance policy. All policies shall provide for 60 days written notice prior to cancellation, substantial change or non-renewal.

The contractor must be in compliance with State of Connecticut Public Act #86-87 "An Act Concerning Workers' Compensation Insurance Requirements For Contractors, On Public Works Projects And State Licenses."

30. **TERMINATION OF CONTRACT:** Contracts will remain in force for full periods specified, and until all articles ordered before the termination have been delivered and accepted, unless:
- a. There have been satisfactory deliveries prior to expiration date.
  - b. An extension has been authorized by the Purchasing Agent, and accepted by the contractor, to obtain unordered balances or additional quantities at contract prices and in accordance with contract terms.
  - c. **SUBLETTING OF CONTRACT:** Contractor shall not assign, transfer, sublet or otherwise dispose of his contract, or his right, title or interest therein, or his powers to execute such contract to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. In no case shall such consent relieve the contractor from his obligations under the contract, nor shall consent change the terms of the contract. If the contractor assigns, transfers, conveys, sublets or otherwise disposes of his contract or his right, title or interest therein, without obtaining prior written consent from the Purchasing Agent, the Purchasing Agent may cancel the contract in whole or in part.
  - d. **DEFAULT:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the contractor upon non-performance or violation of contract

terms. An award may then be made to next lowest responsible bidder, or, articles specified may then be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the Town for costs to the Town in excess of the defaulted contract prices: Provided, that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall also constitute contract default.

- e. **DELIVERY FAILURES:** Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Purchasing Agent, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute contract default and authorize the Purchasing Agent to purchase in the open market articles of comparable grade to replace articles rejected or not delivered. On all such purchases, the contractor shall reimburse the Town, within a reasonable time as specified by the Purchasing Agent, for any expenses incurred in excess of contract prices or the Town may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. Should public necessity demand it, the town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- f. **NON-LIABILITY:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or b any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may, in his discretion, cancel the contract.
- g. **NON-DISCRIMINATION:** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and

craft union skilled labor, or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity – Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts.

The principles of Affirmative Action are addressed in the 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> Amendments of the United States Constitution, Civil Rights Act of 1886, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a) (d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51 (l) ), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51 (13) ), cooperation with the Commission on Human Rights and opportunities (46a-77), Sexual Harassment (46a-60 (a) –8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act of 1972.

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## **Overview**

The North Branford Police and Fire Departments are requesting proposals for upgrades to their existing radio systems. These upgrades include replacement portable and mobile radios for the Police Department, a simulcast upgrade for the Fire Department Dispatch channel and a point-to-point microwave system for the primary tower site. The following specifications outline the minimum requirements for these upgrades.

## Section 1.0 Police Department Portable and Mobile Radio Replacements and Upgrades

The North Branford Police Department currently utilizes a combination of P25 Digital capable and analog only portable and mobile radios. Proposals for the upgrade of the existing fleet of analog only units are requested.

### Section 1.1 P25 Portable Subscriber Units, Patrol

Currently the Department operates a number of newer Harris P7150<sup>IP</sup> portable radio systems. These units are equipped with the P25 CAI (Common Air Interface) option. Proposals for additional Harris P7150<sup>IP</sup> portable radio systems (no exceptions) are requested with the following options:

<u>Part Number</u>	<u>Description</u>	<u>QTY</u>
HT7150SU1X-IS1	Portable Radio, P7150 System	14
HTNC1G	Antenna, helical	14
HTCA	P25 Common Air Interface	14
HTPA9P	Battery, NiMH Extra Capacity	14
HTCH9E	Charger, Single	14
HTAE7E	Speaker Microphone/Antenna	14
HTHC7T	Belt Loop/Swivel	14

Proposals are also to be supplied for the following options. Exact quantities of the following items to be purchased will depend on available funds.

<u>Part Number</u>	<u>Description</u>	<u>QTY</u>
HTCH9A	Charger, Multi-unit	
HTPA9P	Battery, NiMH (spare)	
H2VPDE	Charger, vehicular with installation	

In addition to the portable radios specified above, proposals are requested for Harris Unity (no exceptions or equivalents) portable radio systems. These multiband portable radios will be for supervisors and will be equipped as follows.

<u>Part Number</u>	<u>Description</u>	<u>QTY</u>
XP-100F	Unity Portable Radio 136-870 mHz	8
XPNC8A	Unity Antenna	8
XPLL4A	P25 CAI Package	8
XPPA3A	Battery, LI-Polymer	8
XPCH4A	Charger	8
XPAE9N	Speaker Microphone	8
XPHC3A	Case leather, Half TSTRAP	8

Proposals are also to be supplied for the following options. Exact quantities of the following items to be purchased will depend on available funds.

<u>Part Number</u>	<u>Description</u>	<u>QTY</u>
XPPA3A	Battery, LI-Polymer (spare)	
XPCH4B	Charger, 6-Bay	

These portable radios will be delivered programmed with multiple frequencies on multiple bands as detailed by the North Branford Police Department at the time of order. These frequencies will include existing UHF channels, VHF channels and 800-mHz channels. Each radio will also be programmed with unique ID and alias list for the existing and new fleet units.

The new P7150<sup>IP</sup> radios will also be delivered programmed identically to the existing P7150 units that are now in service. In addition, each radio will be programmed with a unique ID and alias list for the entire portable and mobile fleet. Existing P7150 radios will have their ANI alias lists updated and will have programming modified to include additional channels such as STOCS. These will be detailed by the North Branford Police Department at the time the new radios are delivered.

## Section 1.2 Police Mobile Radios

Proposals are requested for new mobile radios to be installed in various Police vehicles. These new radios are to be delivered programmed with frequencies, unique ANI ID, alias lists and options as specified by the Police Department at the time of delivery. Costs for the radios shall include removal of the existing mobile radio and installation of the new mobile radio. Each new radio shall include a new broadband 3 dB gain UHF mobile antenna, low loss base, connector and mounting bezel as required for installation in the existing vehicles.

Installations of the radios will include complete removal of the existing radio, mounting brackets and existing wiring for the respective radio. New radios shall be installed in accordance with the manufacturer's specifications and shall have separate fused power cables run to approved power points in the respective vehicles. Each radio shall be configured for ignition sense operation. Additional components as required for ignition operation shall be supplied.

Existing antenna mounts and cables may not be reused; however, if the existing mounting holes are suitable, these may be reused. If existing mounting holes are not reused, they must be plugged with an appropriate rubber hole-plug and sealed.

To maintain compatibility with the existing and proposed portable radio fleet options, proposal for the following mobile radios are requested.

<u>Part Number</u>	<u>Description</u>	<u>QTY</u>
MAHG-SUMXX	Mobile M7100, UHF	15
MAHG-CA	P25 CAI	15
MAHG-CP7X	Control Unit, System	12
MAHG-ZN6C	Hand Held Controller Option	3
MAHG-MC7T	Mobile Microphone	15
MAHG-ZN5X	Remote Mount Accessory Kit	15
MAHG-MK3E	KeyCap kit	12
	Mobile Antenna, Wideband	15
	Antenna Base and Connector	15
	Installation Labor	15
	Mounting Bezel	12

Hand held controllers specified in the equipment list are for select supervisor's vehicles. It is expected that these handheld controllers will be installed in concealed areas such as glove boxes, center consoles, etc as directed. Radios with the hand held controller option should also include an external speaker option if requested by the specific user. Low profile antennas (Antennex TRA4503 or equivalent color to be determined) shall be supplied for these three radios.

## **Section 2.0 Fire Department Simulcast Upgrade**

The North Branford Fire Department requires an upgrade of their existing VHF Dispatch Channel to simulcast to improve pager coverage in select areas of town. The following information details minimum requirements for the upgrade of the existing system to simulcast. This process also involves conversion of the existing system to Narrowband as will be required by the FCC in the near future. This will involve reprogramming of all existing portable, mobile and base station equipment as required to Narrowband operation.

### **Section 2.1 Existing System Detail**

The existing system is a M/A-COM MASTR III VHF Repeater with voted receivers. The system includes a main and standby repeater with the remote receivers all connected to a JPS voting comparator in the Dispatch Center. The dispatch console has control of the transmitter site selection and has status display, alarm processing and control of the individual receiver sites at the primary dispatch position.

### **Section 2.2 Proposed System Design**

As stated, upgrade of the existing single site system to three voting simulcast sites is desired to enhance coverage for personal pagers used by Fire Department personnel in various parts of the town. These areas are in the vicinity of the Company 1 and Company 3 fire stations and their respective coverage districts.

The proposed system shall be complete and include three complete simulcast transmitter systems in locking steel cabinets. The transmitter systems shall include receivers that will be configured for voting, 24-hour battery standby with multi-stage charger, GPS master oscillator systems, duplexers, isolators and equipment as required for a complete system.

Common off the shelf (COTS) equipment for simulcast control and voting is preferred over proprietary systems. This is an analog only specification and digital capable equipment is not required.

Control components for the proposed system shall be complete and installed at the Dispatch Center. It is expected that the system will have critical alarms and system controls interfaced to the existing console system in a fashion similar to what currently exists. Any new proposed control equipment including voters, timing controls, audio equalization, GPS synchronization systems, etc shall be provided with UPS backup equal to two hours of continuous operation, minimum.

If upgrades for the dispatch console are required, they shall be detailed and included in the proposal costs.

### **Section 2.3 System Connectivity**

It is assumed that this system will be connected from the control equipment at the Dispatch center to the two remote sites by leased T1 circuits and to the Parsonage Hill tower site by point-to-point microwave (detailed in the specification.) These T1 circuits will be used to provide connectivity and control of the proposed simulcast system and will be used to backhaul other Police and fire radio equipment control circuits back to Dispatch. New T1 multiplexer pairs shall be supplied for each site and for the microwave sites. The intent of this requirement is to eliminate the individual radio circuits for each system at the site and to consolidate these systems onto the new T1.

Each T1 site shall have at minimum (4) DS0 ports operational on the T1 multiplexer connected to the respective multiplexers at Dispatch. The design of the multiplexers shall be such that the system will automatically adjust by use of GPS timing for any link delays that may occur as a result of network rerouting or any other condition that may occur that disrupts the system timing. Proposed multiplexers shall be capable of supporting any standard radio system or potential simulcast upgrades of other Town systems in the future. This capability shall optionally include the ability to transport IP and Ethernet data along with the T1 system traffic.

This proposal shall include transfer of the existing Police and Fire Systems to the new T1 circuits. This may involve re-leveling and re-optimizing these systems. This process may have to be done with the Town's existing radio vendor.

At each site, outputs from the multiplexers shall be terminated in a standard telecom punch block and each DS0 port clearly labeled. T1 multiplexers shall have high quality surge suppressors on their inputs and shall have standby power from the base station's battery standby system.

## **Section 2.4 Proposed sites**

Currently, the Fire Dispatch System has the primary and standby repeaters located on the Parsonage Hill site in town. Remote receiver sites are located at Reeds Gap road and the Evergreen Woods facility. As these are existing receiver sites in the general areas where coverage deficiencies are reported, they may be considered for potential simulcast-transmit sites. Other sites may be considered and developed as part of this proposal, if deemed necessary by the proposer.

## **Section 2.5 System design and licensing**

The existing system is a conventional repeater single site repeater system operating in the wideband mode. The Town of North Branford recognizes and understands that modification of the existing license is required before construction may proceed. It is the responsibility of the prospective bidder to assist the Town with the licensing process, complete a system design and provide the Town with completed FCC license modification documents and appropriate coordination forms. Suitable system design data and modified coverage and interference contours may also be required as part of this requirement. The Town will assume all expenses for license modification coordination fees.

## **Section 2.6 System Installation**

Proposals shall include any costs for antenna installation, grounding upgrades or hardware required for installation of the proposed equipment. If any additional site improvements or space requirements are required for installation of the system is not included they must be clearly detailed in the proposal. This includes but is not limited to lease costs, additional space requirements, electrical upgrades, site work, HVAC systems, etc.

All proposed equipment shall be installed in a workmanship like manor and shall be installed in accordance with the respective manufacturer's requirements. All equipment shall be grounded and protected from damage by surge on AC, telephone and RF connections in accordance with generally accepted industry practice or the respective manufacturer's requirement, which ever is more stringent.

### **Section 2.6.1 Narrowbanding**

It is a requirement of this specification that the entire Fire Dispatch Channel and Fireground Channel be modified for narrowband operations. This will require reprogramming of all mobile and portable radios as well as various control stations that operate within the system. For the Fireground channel, reprogramming will include the two base stations as well as the remote receiver sites.

Most if not all of the portable and mobile equipment is manufactured by Kenwood. These radios all have the Compander feature which needs to be programmed. The Compander feature should be enabled on all equipment, including fixed systems. Proposed new repeaters (and receivers) shall have a Compander option compatible with the Kenwood Compander system.

Releveling of the voter and transmitter telephone line and deviations levels may be required and shall be considered part of this proposal.

### **Section 2.7 System Optimization**

It is a requirement of this specification that the system be sold and installed by an authorized dealer or manufacturer. The system shall be installed by manufacturer trained personnel who are licensed technicians (CT Department of Consumer Protection) in the State of Connecticut. Subcontracting the installation or maintenance of the proposed system is not acceptable.

This proposal shall include system design by the respective manufacturer and direct on-site support during the installation process to ensure the system is installed as designed.

Upon completion, the system shall be optimized by the manufacturer to verify proper function, delay timing, audio levels and overlap zone control. The Town, at its option, may oversee this optimization process.

## **Section 2.7 Implementation Plan and Documentation**

This proposal shall include a proposed system implementation plan. This proposed implementation plan shall include key components (along with projected dates) of the project process sequence including engineering time, licensing, manufacturing, staging, system installation, reprogramming, optimization etc. This proposed implementation plan shall include a detailed narrative detailing the process and potential pitfalls that may delay the process.

The proposal shall include a detailed list of proposed equipment along with a detailed system block diagram. The block diagram shall illustrate how the system is configured with all of the equipment that is being provided. It shall also detail connectivity of the other Police, Public works and Fire systems on the new T1s.

Coverage plots of the proposed systems shall be provided detailing anticipated coverage of the simulcast system, overlap zones, portable talk back and projected pager coverage in building. These plots shall be based upon the licensed Effective radiated Power of the transmitters, controlled antenna patterns (if any), standard losses (body, building, speaker microphone, etc.) and any other factors. These specific losses and system gains shall be clearly identified in the proposal narrative.

The North Branford Fire Department understands that distortion of the system audio will occur in overlap areas. The proposals shall have a detailed explanation of projected overlap areas, engineering elements included to minimize (and control) these areas and the potential impact to two tone sequential pager activations in overlap areas.

## **Section 2.8 System Warranty**

Proposers shall state the terms and limitations of the warranties included with this proposal. At minimum, the system shall have a one year warranty. In addition, a 7 day X 24 hour plan for emergency service with a minimum of 4-hour response for major system malfunctions shall be included. Proposers may not sub contract maintenance work and shall designate who will be providing system maintenance.

## **Section 2.9 Spare equipment requirements**

This proposal shall include spare equipment necessary to maintain system operation in the event of failure. In the proposal narrative, a list of included spares and comments about the repair process occurs in the event of an equipment failure.

## **Section 3.0 Point-to-point Microwave**

As part of this proposal, microwave connectivity between the Police/Fire Dispatch facility and Parsonage Hill tower is required. This proposed microwave system shall be in the 4.9 MHz licensed Public Safety frequency band. The proposed microwave system shall be delivered, initially, with a minimum of 1 T1 capacity and no hot standby feature. It shall be upgradeable to multiple T1 operation and hot standby capability in the future.

The proposed system shall be public safety grade and have low system latency suitable for simulcast and potential data applications in the future. It shall be capable of transporting the following T1/IP/Ethernet.

Antennas for the proposed microwave shall be installed on the Parsonage Hill tower and on a new, suitable support structure on the Police Building roof. The antenna systems shall be installed in accordance with the manufacturer's specifications and in accordance with accepted industry standards.

System grounding and lightning protection shall be installed and made part of the grounding systems at both locations. Battery standby power for the systems shall be provided with a minimum runtime of 24-hours. Alarms for on-battery, system trouble and path fade shall be provided and displayed at the console position.

Proposals for the microwave system shall be complete and include a path study, antenna detail, system components and a block diagram that details all of the proposed equipment and its function. Particular attention to path losses and the link budget is critical with respect to resistance to path fade from heavy precipitation.

The microwave proposal shall include a spare radio, power supply and any critical equipment necessary to minimize downtime in the event of a failure.

### **Section 3.1 Microwave licensing**

The Town of North Branford recognizes and understands that an FCC license is required before construction of the microwave system may proceed. It is the responsibility of the prospective bidder to complete a system design and provide the town with completed FCC license application documents and appropriate coordination forms. Suitable system design data may also be required as part of this requirement. The Town will assume all expenses for license application coordination fees.

### **Section 4.0 System options**

Subject to budget availability, quotes for the following items are requested.

1. (1) 4-Frequency tone remote UHF Control Station with P25 CAI option. This will replace the existing analog RF backup system on the console. Price is to include installation.
2. (1) Cimarron single format ANI decoder identical to the Fire Department decoder installed at the dispatch console. This includes programming of the alias database and installation.
3. Police M7100<sup>IP</sup> Motorcycle Radio Package with helmet package

**REQUEST FOR BID PROPOSAL**

Town of North Branford  
Purchasing Agent  
909 Foxon Road  
North Branford, CT 06471

Bid #6 2009-2010

To The Purchasing Agent:

We wish to submit our bid proposal on the above numbered request for proposal. We are submitting our proposal in accordance with the scope of services detailed in the proposal. Our proposal will include a lump sum price for all base components, and per unit costs for options for the sections identified below:

Lump Sum Price: \_\_\_\_\_

Options:

**Section 1.1**

HTCH9A, Charger, Multi-unit \_\_\_\_\_  
HTPA9P, Battery, NiMH (spare) \_\_\_\_\_  
H2VPDE, Charger vehicular with  
installation \_\_\_\_\_

**Section 1.1a**

XPPA3A, Battery, LI-Polymer (spare) \_\_\_\_\_  
XPCH4B, Charger, 6-Bay \_\_\_\_\_

**Section 4.0**

(1) 4-Frequency tone remote UHF Control Station with P25 CAI option. This will replace the existing analog RF backup system on the console. Price is to include installation. \_\_\_\_\_

(1) Cimarron single format ANI decoder identical to the Fire Department decoder installed at the dispatch console. This includes programming of the alias database and installation. \_\_\_\_\_

Police M7100<sup>IP</sup> Motorcycle Radio Package  
with helmet package \_\_\_\_\_

We will be able to supply a Certificate of Insurance for Professional Liability for the following insurance company

\_\_\_\_\_

This firm certifies that this proposal has been submitted without collusion, communication or agreement as to any matter relating to this proposal with any other bidder or competitor.

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

Name of Company: \_\_\_\_\_

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

Name and title of Person Submitting Bid: \_\_\_\_\_

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

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

**MICHELLE KNOCKWOOD, CPPB  
PURCHASING ASSISTANT  
(203) 484-6005**

**NON-COLLUSIVE AFFIDAVIT**

**BID #6 2009/20010**

The undersigned bidder, having fully informed themselves 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 quotation, 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 including the Town of North Branford to consider the bid and make an award in accordance therewith.

Subscribed and Sworn to Before Me This  
\_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Notary Public  
My Commission Expires

\_\_\_\_\_  
Signature and Title of Person

\_\_\_\_\_  
Date

**\*\* Must Be Notarized and Returned With Bid \*\***

**AFFIRMATIVE ACTION STATEMENT**

**REQUIREMENT**-ANY VENDOR OR BIDDER SEEKING TO DO BUSINESS WITH THE TOWN OF NORTH BRANFORD MUST, UPON REQUEST, SUPPLY THE PURCHASING OFFICE WITH ANY INFORMATION CONCERNING THE AFFIRMATIVE ACTION EQUAL EMPLOYMENT PRACTICES OF THE VENDOR/BIDDER. FAILURE TO SUPPLY SUCH INFORMATION, WHEN REQUESTED, WILL RESULT IN THE TERMINATION OF ANY FURTHER TRANSACTIONS BETWEEN THE VENDOR/BIDDER AND THE TOWN OF NORTH BRANFORD.

**NOTE**- ALL VENDORS/BIDDERS WITH MORE THAN 10 EMPLOYEES SHALL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT REQUIREMENTS STATEMENT ON AN ANNUAL BASIS EXCEPT AS NOTED BELOW:

1. ALL VENDORS OR BIDDERS WITH LESS THAN 10 EMPLOYEES ARE EXEMPT FROM THIS REQUIREMENT;
2. ALL VENDORS/BIDDERS THAT HAVE COMPLETED THIS FORM WITH THE LAST YEAR;

IF EITHER OF THE ABOVE APPLIES, CHECK THE APPROPRIATE BOX BELOW:

- LESS THAN 10 EMPLOYEES  
INDICATE NUMBER: \_\_\_\_\_
- COMPLETED THIS FORM WITHIN THE LAST YEAR  
DATE COMPLETED \_\_\_\_\_

**SEALED BIDS**- ALL BIDDERS SUBMITTING A SEALED BID WILL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION STATEMENT. IF THE FORM HAS BEEN COMPLETED IN THE PAST YEAR, PLEASE INCLUDE A XEROX COPY OF THE INITIAL FORM INCLUDED WITH OUR BID. IF SIGNIFICANT CHANGES HAVE TAKEN PLACE IN THE PAST YEAR, PLEASE UPDATE THE CHANGES ON THIS FORM.

COMPANY NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

TYPE OF ORANIZATION: \_\_\_\_\_  
PLEASE CHECK                      CORPORATION              PARTNERSHIP              INDIVIDUAL

IF VENDOR/BIDDER FILLING THIS APPLICATION IS NOT THE ABOVE NAMED COMPANY, PLEASE PROVIDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE REPORTING UNIT, BRANCH AGENT, REPRESENTATIVE.

***\*THIS FORM MUST BE RETURNED***

EQUAL EMPLOYMENT OPPORTUNITY

THE VENDOR/BIDDER IS INSTRUCTED TO COMPLETE THE FOLLOWING:

1. DOES THE COMPANY HAVE A WRITTEN POLICY STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO (IF YES, ATTACH COPY)

2. IN RECRUITING EMPLOYEES ARE ALL SOURCES OF RECRUITMENT NOTIFIED THAT ALL QUALIFIED APPLICANTS WILL RECEIVE EQUITABLE CONSIDERATION:

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

IF YES, PROVIDE BRIEF DESCRIPTION OF WHAT METHODS WERE EMPLOYED:

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3. DO ALL RECRUITMENT ADVERTISEMENTS STATE THAT YOU ARE AN EQUAL OPPORTUNITY EMPLOYER:

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

4. PLEASE LIST BY NAME AND CONTACT PERSON, ANY LOCAL COMMUNITY AGENT OR OTHER GROUP PROVIDING MINORITY AND FEMALE PLACEMENT SERVICE WHICH YOU HAVE CONTACTED IN THE LAST 12 MONTHS. IF NONE, PLEASE STATE:

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5. IF ADDITIONAL MEANS ARE EMPLOYED TO ADVERTISE OR SOLICIT MINORITY AND FEMALE APPLICANTS FOR EMPLOYMENT OPPORTUNITIES WITHIN YOUR COMPANY, PLEASE INDICATE:

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*\*THIS FORM MUST BE RETURNED*

AFFIRMATIVE ACTION

6. DOES YOUR COMPANY MAINTAIN A WRITTEN AFFIRMATIVE ACTION PLAN FOR THE EMPLOYMENT OF FEMALES AND MINORITIES? \_\_\_\_\_ YES  
\_\_\_\_\_ NO (IF YES, PLEASE ATTACH COPY)

7. PLEASE INDICATE THE NAME AND ADDRESS OF THE COMPANY OFFICIAL(S) RESPONSIBLE FOR CARRYING OUT THE EQUAL OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM FOR YOUR COMPANY:

\_\_\_\_\_  
\_\_\_\_\_

8. IF A WRITTEN AFFIRMATIVE ACTION FOR YOUR COMPANY IS NOT IN PLACE, PLEASE ESTIMATE THE NUMBER OF VACANCIES EXPECTED DURING THE NEXT TWELVE MONTHS AND INDICATE THE NUMERICAL OR PERCENTAGE GOALS YOU HAVE SET FOR THE EMPLOYMENT OF MINORITY PEOPLE AND FEMALES TO MAKE YOUR LABOR FORCE REFLECTIVE OF THE LABOR MARKET IN WHICH YOU OPERATE:

\_\_\_\_\_  
\_\_\_\_\_

THE VENDOR IS HEREBY NOTIFIED THAT FAILURE TO COMPLETE THE ABOVE FORM IN A SATISFACTORY MANNER WILL PRECLUDE SUCH VENDOR FROM BEING ACTIVELY CONSIDERED TO CONTRACT WITH THE TOWN OF NORTH BRANFORD. THE VENDOR IS FURTHER ADVISED THE AFFIRMATIVE ACTION STATEMENT INCLUDED WITH THE BID DOCUMENT WILL BECOME PART OF THE CONTRACT AND THAT ANY BREACH OF SUCH STATEMENTS WILL CONSTITUTE A BREACH OF CONTRACT SUBJECT TO SUCH REMEDIES AS PROVIDED BY LAW.

I CERTIFY THAT THERE ARE NO MISREPRESENTATIONS, OMISSIONS OR FALSIFICATIONS IN THE FOREGOING STATEMENTS AND ANSWERS AND, THAT ALL ENTRIES ABOVE ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: \_\_\_\_\_

SIGNATURE OF AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME AT

CONNECTICUT,

THIS

DAY OF

20

\_\_\_\_\_  
NOTARY PUBLIC

***\*THIS FORM MUST BE NOTARIZED AND RETURNED.***

## Request for Taxpayer Identification Number and Certification

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

Name (See <b>Specific Instructions</b> on page 2.)	
Business name, if different from above. (See <b>Specific Instructions</b> on page 2.)	
o ~ Check appropriate box:    Individual/Sole proprietor    Corporation    ~ Partnership    Other ▶ -----	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)							
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). <b>However, for a resident alien, sole instructions on page 2.</b> For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>How to get a TIN</b> on page 2. <i>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose to enter.</i>							
Social security number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> </tr> </table>						
or							
Employer identification number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> <td style="border: 1px solid black; width: 15%; height: 20px;"></td> </tr> </table>						

List account number(s) here (optional)		
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white; padding: 2px;">Part II For U.S. Payees Exempt</th> </tr> <tr> <td style="padding: 5px; text-align: center;"><b>Backup Withholding</b> (See the instructions on page 2.)</td> </tr> </table>	Part II For U.S. Payees Exempt	<b>Backup Withholding</b> (See the instructions on page 2.)
Part II For U.S. Payees Exempt		
<b>Backup Withholding</b> (See the instructions on page 2.)		

### Part III Certification

1. Under penalties of perjury, I certify that:

2. 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** 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**

1. I am a U.S. person (including a U.S. resident alien).

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

<b>Sign Here</b> Signature of U.S. person ▶	<b>Date</b> ▶
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#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

#### Penalties

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

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

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

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

## Specific Instructions

subject to backup withholding on all

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

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

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

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

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

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

### Part I-Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

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

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

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

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

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

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

such payments until you provide your TIN to the requester.

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

### Part II- For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

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

### Part III-Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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

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

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

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

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

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to



report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

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

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

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

<sup>1</sup>You must show your individual name, but you may also enter your business or DBA name. You may use either your SSN or EIN (if you have one).

<sup>1</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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