

**CAPITOL REGION COUNCIL OF GOVERNMENTS (CRCOG)  
REQUEST FOR QUALIFICATIONS:  
ELECTRICITY SUPPLY  
AND RELATED SERVICES  
August 31, 2016**

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**Proposal Deadline: Friday, September 23, 2016  
11:00 a.m. EDT**

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**CAPITOL REGION COUNCIL OF GOVERNMENTS  
241 MAIN STREET, 4<sup>th</sup> FLOOR  
HARTFORD, CT 06106  
860-522-2217**

## **I. GENERAL INFORMATION**

### **A. Intent**

This Request for Qualifications (RFQ) has been prepared in order to procure deregulated electricity supply on behalf of interested Members of the Capitol Region Purchasing Council (CRPC), a cooperative purchasing program which operates under the auspices of the Capitol Region Council of Governments (CRCOG). Specifically, the Capitol Region Council of Governments, a Regional Planning Organization in the Capitol Region, is soliciting responses from all Connecticut PURA-registered electricity suppliers for the provision of electricity supply service to designated points within certain member jurisdictions/agencies and to the sponsoring agency itself.

An electricity cooperative, the CRCOG Electricity Consortium (“Consortium”), has been formed to aid CRPC members in cooperatively procuring electricity and related services, with CRCOG serving as the umbrella contracting authority. It is expected that an electricity reverse auction for the Consortium Members listed in Attachment A will take place in October 2016. CRCOG may conduct additional reverse auctions for future members of the Consortium if the need arises.

By qualifying under this RFQ, Suppliers will automatically qualify to participate in any and all future electricity auctions hosted by CRCOG within the next 12 months, provided the Supplier does not undergo any material changes that could negatively affect its ability to serve the Consortium. Such material changes must be disclosed to the Consortium prior to participation in future auctions. If any amendments are made to this RFQ, Suppliers will be required to acknowledge the amendments prior to participation in any future auctions. All terms and conditions negotiated between CRCOG and the supplier(s) for the upcoming auction will apply to all future auctions performed under this RFQ.

### **B. Auction Date**

The Auction is scheduled for October 5, 2016. The Consortium reserves the right to reschedule the auction if it is in the Consortium’s best interest to do so.

### **C. Term of Engagement**

The successful Supplier(s) will supply the full requirements of electricity for terms of either twelve (12), twenty-four (24), or thirty-six (36) full monthly billing cycles for each account. Descriptions of the pricing products can be found in the Terms and Conditions Section of this Solicitation. The start date for deliveries shall be the first meter read on or after January 1, 2017 unless a different date is referenced in the notes section of Exhibit 1 for the account(s).

CRCOG may request an extension of performance in accordance with the existing Contract terms and conditions. Whichever contract term CRCOG awards (12, 24, or 36 months), it will have the option to renew two times for up to twelve (12) additional months in each extension. The Contract price(s) for any extension between CRCOG and the Supplier will be based upon mutually agreed price(s) between the Supplier and CRCOG.

## II. STATEMENT OF OBJECTIVES/PROCESS DESIGN

It is the intent of the Capitol Region Council of Governments to facilitate both immediate and long-term cost savings for all participating CRPC Members (see Attachment A) through this cooperative procurement project. For ease of administration, CRCOG shall serve as the umbrella contracting authority and shall manage any administrative tasks that exist under any and all resulting contractual agreements. Participating Members will, in turn, be charged with all day-to-day management and operational responsibilities including bill payment. **A binding side letter agreement (see Attachment B) assigning areas of responsibility/liability under the contract, have been signed by the participating parties (CRCOG and the CRCOG Electricity Consortium Member). These side letters must be signed and returned by the winning supplier within one (1) week of award.** Any and all documents that the supplier would like CRCOG to sign must be submitted for review and approval in its technical proposal

**Procurement Method** - CRCOG is utilizing an internet-based energy auction platform provided by EnerNOC) to obtain pricing for this procurement. The procurement will be conducted in three steps:

(1) **Technical Proposal.** Suppliers will be required to submit an un-priced technical proposal which will be evaluated in accordance with this RFQ. Suppliers whose technical proposals are found to be acceptable will be invited to participate in the reverse auction. Suppliers whose technical proposals are found unacceptable will be so notified.

The following items should be included in your technical proposal. Please refer to Section IV – Proposal Format for a more detail.

- I. Supplier's General Information
- II. Supplier's Designated Account Manager
- III. Technical Requirements
  - o Proof of Licensing/Certification
  - o Demonstration of Experience
  - o Financial Info
- IV. Contract Language
  - o Supplier's Alternative Terms and Conditions (if applicable)
  - o Supplier's Alternative Scope of Services (if applicable)
  - o Supplier's Alternative Award Signature Procedure (if applicable)
- V. References

(2) **Auction.** Supplier's prices shall be submitted at [www.wesplatform.com](http://www.wesplatform.com) in accordance with the instructions in this Solicitation and the EnerNOC website: <https://www.exchange.enernoc.com/WebPortal/AnnouncementView.aspx?id=10877>. CRCOG may request pricing for various pricing products, account groups, and contract terms.

All pricing information must be submitted by the close of each reverse auction event. A detailed auction schedule will be posted prior to the auction date. This schedule is subject to change. All bids submitted through the auction platform on

the day of the auction are considered binding. Bids will only be considered on the date that they are received. Once a price quote for the account is accepted and awarded, no further quotes for that account will be considered.

All prices submitted through the EnerNOC transaction platform shall be in accordance with the provisions of this solicitation and in accordance with any language negotiated between the supplier and CRCOG prior to the day of the auction. It shall be the express responsibility of the supplier to understand both the rules and the mechanics of the EnerNOC transaction platform. As part of this procurement a teleconference will be held, and a demo auction will be provided to any supplier who requests one.

Market Movement Provision - If NYMEX Henry Hub gas prices move up or down from the NYMEX Henry Hub settled price on the day of the auction, as published in Platt's Gas Daily against the 12 month natural gas strip as quoted at [www.nymex.com](http://www.nymex.com), more than 7.5% at any time between the auction start time and auction end time, local prevailing time in Hartford, CT; CRCOG will not require suppliers to hold their bid prices if award notification has not already been provided; though Suppliers may do so at their own risk. A Supplier must notify EnerNOC via e-mail at [kyle.mason@enemoc.com](mailto:kyle.mason@enemoc.com) if they wish to delete a bid prior to award notification due to a market movement of over 7.5%; verbal communication will not be accepted. EnerNOC must verify such movement in order for the bid to be cancelled.

(3) **Award.** It is the intent of CRCOG to award a contract(s) to the qualified supplier(s) on the basis of "best value" to CRCOG and its Consortium Members. CRCOG will consider items such as supply term and price when determining the "best value." CRCOG reserves the right to reject any and all quotes received if it is determined that it is in the best interest of CRCOG.

**CRCOG will issue a notice of award by electronic mail to the selected supplier on behalf of all agencies listed in Exhibit 1.** Notice of award is official and binding, and the Selected Supplier will receive a notice of award e-mail no later than 1:00 PM EDT on the day of the auction. Signed contract documents will be faxed and mailed to the Selected Supplier(s) within 24 hours of award. **If e-mail notification is not acceptable, please indicate this in your technical proposal and suggest an alternative.**

### III. SCOPE OF SERVICES

This scope of services is meant to indicate the scope and type of services CRCOG is requesting. If the supplier has an alternative, but substantially similar, scope of services it would like to propose, the supplier should indicate this in its technical response and include its own scope of services for CRCOG's review. If the supplier does not provide an alternative scope of services, the scope of services in this RFQ will govern any resulting contract.

## **A. General Supplier Responsibilities**

The successful supplier will be responsible for:

### **ELECTRICITY SUPPLY**

The supply of all electricity commodity components up to the Delivery Point. The Full Requirements Electricity Supply shall be delivered to facilities that are located in the following Local Distribution Company (LDCs): Connecticut Light & Power and/or United Illuminating.

The “Delivery Point” for such electricity shall be that point on the electric system at which the LDC takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities. This same Delivery Point shall be where the facility takes title to the electricity.

“Full Requirements Electricity Supply” shall be defined as: All components of firm electricity supply, including but not limited to energy charges, congestion, ancillary services, and line losses under all applicable requirements by ISO – NE, Supplier coordination tariffs and agreements, LMP adjustments, Client account management activities including all fees, capacity charges, and billing and reporting requirements under this Contract, but not including other costs and rates related to the delivery or distribution of electricity by the LDC. Such firm, full requirements electricity shall be equivalent to the relevant to LDC’s basic service product.

### **CONTINUITY OF SERVICE**

It shall be the Supplier’s responsibility to coordinate with the LDC as necessary to resolve issues related to the LDC’s regulated services and to ensure the reliable supply of electricity to the facilities included in this Contract. Metering services shall continue to be provided by the LDC.

If at any time (unless under a condition of Force Majeure or by breach of the Customer) an account covered by this Contract is forced to accept Standard Offer Service Rates from the LDC serving in its capacity as the utility supplier of last resort, the Supplier shall be responsible for payment of any additional electric costs incurred over and above the Contract award price.

In addition, the Supplier shall promptly notify CRCOG if the Supplier learns that the LDC has removed an account from supply and placed it on basic service resulting from the actions of the Supplier other than in connection with the expiration of the Contract. If the Supplier fails to notify CRCOG, a reconciliation will be implemented consistent with the difference between the rate for such basic service and the rate charged by the Supplier.

### **NOMINATING AND BALANCING RESPONSIBILITIES**

It is the Supplier’s responsibility to conduct all required nominations on behalf of the facilities specified in Exhibit 1. The Supplier shall be fully familiar with the imbalance, transmission grid loss, and line policies of the LDC, the interstate/intrastate transmission companies and the ISO-NE. Any costs and/or penalties associated with these items will be borne by the Supplier.

## **ENROLLMENT**

The Supplier will be responsible for switching accounts from the applicable LDC (or third-party contractor) to Supplier and fulfilling any obligations with the LDC to that end. If the Supplier fails to switch accounts within the terms specified in this contract, penalties may be assessed based on the difference between the Applicable LDC Basic Service Rate and contract award price for the period of time the account remained on LDC service. Additionally, the Supplier will be required to provide a spreadsheet clearly identifying each account number being served as a result of contract award(s) and the service start date for each of these accounts. This spreadsheet will be due to WE on or before thirty (30) business days after Contract award.

### **B. Billing Services**

The awarded vendor will invoice the members of the Consortium separately for each account on a monthly basis. Prior to award, each Member<sup>1</sup> shall specify the billing address for all accounts.

CRCOG is interested in both dual and consolidated billing. Please indicate in your technical response if you can accommodate dual billing, consolidated billing, or both. The auction schedule in the Data Exhibit will indicate which billing type is being requested for each tranche. The Supplier shall provide each Member with an individual bill for each of their accounts. The Consortium Members shall pay the Supplier directly. Billing Addresses will be provided in Exhibit 1 prior to the auction date

All invoices for electricity consumed by each Member during the July 1<sup>st</sup> through June 30<sup>th</sup> municipal fiscal year period shall be provided to each Member no later than sixty calendar days following the end of the fiscal year, in order to allow each Member to close out their financial records in a timely manner.

### **C. Pricing**

**Firm Fixed Price Full Requirements, X% Renewable:** Bids for account groups with this pricing product should consist of a single price per kWh for all Electricity Supply where a certain % of the electricity, above the State RPS, must be generated from renewable resources as defined by the Connecticut Statute 16-1. **For the additional %, Members will only accept Green e-Certified Class I Renewable Energy Credits.** This other renewable percent will be included in the Auction Schedule which will be provided to all Bidders prior to the auction.

**Firm Fixed Price Full Requirements, 0% Renewable:** Bids for account groups with this pricing product have no renewable energy credit requirements. The accounts in this category will be included in the Auction Schedule, which will be provided to all Bidders prior to the auction.

Some of the Consortium accounts will be testing for both of these options as detailed in Exhibit 1.

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<sup>1</sup> Suppliers should be aware of the fact that in select communities, town, board of education, fire and/or sewer accounts may be administered by separate departments, and therefore, these “independent” entities will make decisions concerning desired billing services for their accounts only.

#### **D. Bill Payment Options**

Suppliers shall indicate the availability of electronic billing and payment services, as well as credit card payment options, and any additional fees, discounts or rebates associated with their use.

#### **E. Supplementary Energy Services**

The successful supplier will be expected to offer supplementary energy services, including engineering analysis, load management, equipment and technical services on a request basis. Said services shall be priced separately at the time of each request.

#### **F. Adding Facilities to this Contract**

For all other accounts, CRCOG shall provide an estimate of the facility's electric requirements and the Supplier will be required to provide a price for the new account under the same Terms and Conditions as the Contract. CRCOG will provide this information at least thirty (30) days prior to the desired flow date. The Supplier will have fifteen (15) days to provide a price for the new accounts. CRCOG will have the ability to decline the price if it is not in CRCOG's best interest. Adding facilities shall be accomplished through a bilateral modification of the contract.

In LDCs where the policy is to change account numbers upon enrollment with a third-party Supplier, the facility will not be considered an addition even if a new account number is assigned. If the LDC deems it appropriate to change an account number for a facility during the term of the Contract, this will also not be considered an addition.

### **IV. PROPOSAL REQUIREMENTS**

#### **A. Submission**

Sealed responses, in accordance with the format prescribed below, will be received at the Capitol Region Council of Governments, located at 241 Main Street, 4<sup>th</sup> Floor, Hartford, CT 06106, until 11:00 a.m., September 23, 2016. **Any responses received after the advertised opening date and time shall be rejected.**

**Firms are asked to provide one original, signed copy and a CD-ROM including all materials in electronic format. All files shall be in PDF or readable by Microsoft Office.**

Submissions must be clearly marked "*CRCOG RFQ for Electricity Supply and Related Services.*"

Note that the submission of any proposal indicates acceptance by the firm of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting contracts.

## **B. Questions**

**General inquiries** concerning the Request for Qualifications must be made to:

Maureen Goulet, Purchasing Program Manager  
CRCOG  
241 Main Street, 4<sup>th</sup> Floor  
Hartford, CT 06106  
860-522-2217, ext. 237  
[mgoulet@crcog.org](mailto:mgoulet@crcog.org)

However, no oral interpretations shall be made to any respondent as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274 or emailed to mgoulet@crcog.org**. To receive consideration, such questions must be received at least ten (10) calendar days before the established date for receipt of responses.

Interested Suppliers are invited to call into a **bidder teleconference on September 15, 2016 at 10:00 AM EDT**. The call-in number will be posted on the Announcement Page. Only questions about the terms and conditions of the RFQ and account data will be addressed during this call.

CRCOG staff will arrange as addenda, which shall be made a part of this RFQ and any resulting contracts, all questions received as above provided and the decisions regarding each. At least five (5) calendar days prior to the receipt of responses, CRCOG staff will post a copy of any addenda to CRCOG's website, located at [www.crcog.org](http://www.crcog.org). It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the agency's website.

All forms and information related to this procurement will also be posted at the EnerNOC website:  
<https://www.exchange.enernoc.com/WebPortal/AnnouncementView.aspx?id=10877>.

## **C. Technical Proposal Format**

The following are mandatory submittals for this RFQ. Failure to provide the requested information may be cause for the bid to be deemed non-responsive and may result in disqualification. The RFQ Checklist must be used as a cover sheet.

### **1. Supplier General Information**

See Attachment E

## 2. Designated Account Manager/Project Team

Suppliers must include the name, address, phone number, fax number and email address of the designated account manager. A valid email address is a mandatory submission requirement for this RFQ. Because CRCOG conducts business via the Internet, Suppliers must have the ability to communicate, send files, download files, etc. from the Internet.

<p><u>Account Manager Name:</u></p> <p><u>Account Manager Address:</u></p> <p><u>Account Manager Phone Number:</u></p> <p><u>Account Manager Fax Number:</u></p> <p><u>Account Manager E-mail Address:</u></p>
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## 3. Technical Requirements

- i. Licensing and Certification: The Supplier must show that it holds all necessary licenses including:
  - (a) Registration with the PURA to provide electricity supply service;
  - (b) FERC power marketing license (Include FERC Docket No., Date of Application, and Date of Approval);
  - (c) Agreements in place to allow for transmission between ISO-NE and delivery points listed in this Contract;
  
- ii. Experience: The Supplier shall demonstrate that it possesses experience providing firm supply of electricity to retail customers in deregulated markets and is not merely acting as a broker. To document this experience, the Supplier shall provide in less than three pages:
  - (a) Narrative. A narrative describing experience in deregulated electricity markets, including Connecticut;
  - (b) Years in Business. State the number of years the firm has been providing electricity supply related service in the ISO-NE region.
  - (c) Volumes under Contract. Indicate whether supplier has delivered at least 250,000,000 kWh per year in the ISO-NE region for the last two years.
  - (d) Aggregation Experience. Provide two examples of similar-scale purchasing aggregations that your firm has served in the past three years.
  - (e) Green Power. Provide information regarding service your firm has provided in supply contracts for Green e-Certified Class I Renewable Energy Credits.
  - (f) EDI Capability. Note whether your firm has EDI capability.
  
- iii. Financials: The Supplier shall provide the following financial information:
  - (a) Financial Statement. Provide an internet address to your firm's most recent audited financial statement and annual report.
  - (b) Provide the most recent Standard & Poor's and/or Moody's credit rating information available and include any applicable support documentation

- iv. **Contract Language:** Indicate whether the supplier will utilize the Terms and Conditions and Scope of Services as laid out in this RFQ (Attachment C and Section III, respectively) as the basis for the supply contract or whether the supplier has submitted its own language acceptance by CRCOG.
- (a) If submitting your own language for review, please indicate the signature procedure for your contract.
  - (b) Please note that if submitting your own language for review, all terms listed in Attachment D should be incorporated into supplier's contract language.
  - (c) If supplier chooses to use CRCOG's language, and that supplier is awarded a contract, CRCOG will populate and sign the signature sheet and fax to the winning supplier on the day of the auction. The winning supplier will sign and return fax that same day.

#### **4. References**

The Supplier shall also submit the contact person, company name, account size, and phone number of at least **three references**, preferably from the public sector, one of which should be similar in scope to the CRCOG Electricity Consortium, for which your company has provided competitive electricity supply. CRCOG reserves the right to verify Supplier's experience and references.

## **V. EVALUATION PROCESS**

Selection of qualified licensed Suppliers to bid on the supply of electricity commodity will be based on the following criteria:

- Licensing and Certification
- Experience
- References
- Financial Condition
- Completion and Submission of all required forms
- Alternate Contract Language, if any, proposed by the supplier

Those Suppliers that have been qualified will be invited to participate in a reverse-auction. Suppliers are not required to offer pricing for every account group offered; however pricing submitted for an account group must apply to all accounts contained in that group. The Bidder agrees to hold the prices in its price proposal firm until 3:00 PM EDT the day of the auction.

The order of these factors does not generally denote relative importance. CRCOG reserves the right to consider other relevant factors as it deems appropriate in order to obtain a "best value" provider of energy consulting, procurement and contract management services. CRCOG may or may not seek additional information from Suppliers prior to making selection.

## **VI. ADDITIONAL TERMS AND CONDITIONS**

### **A. Ownership of Responses**

All responses submitted in response to this RFQ are to be the sole property of CRCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information). Any proprietary information must be clearly marked at the top and bottom of each page.

### **B. Amending or Canceling Request**

CRCOG reserves the right to amend or cancel this RFQ, prior to the due date and time, if it is deemed to be in the best interest of the Consortium to do so.

### **C. Inclusion of Non-Participating CRPC Members**

Any CRPC Member, current or future, may participate in a reverse auction subsequent to this RFQ.

### **D. Waiver of Informalities**

The Capitol Region Council of Governments reserves the right to accept or reject any and all responses to this Request for Qualifications, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the participants.

### **E. Collusion**

By responding, the supplier implicitly states: that his/her proposal has not been made in connection with any other competing firm submitting a separate response to this RFQ; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the supplier did not participate in the RFQ development process, had no knowledge of the specific contents of the RFQ before its issuance, and that no employee of the CRCOG or any Consortium member participated either directly or indirectly in the supplier's proposal preparation.

### **F. Assigning/ Transferring of Agreement**

Any successful Supplier is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from CRCOG.

If a Supplier wishes to obtain permission to assign this contract prior to contract award, the Supplier must submit with their technical response: a written explanation of why they may wish to assign this contract including all or part of the contractual obligations they wish to assign, a short narrative explaining the qualifications of the Assignee, proof of the creditworthiness of the potential Assignee, and when and how the assignment will take place if known. CRCOG may choose to pre-approve the Supplier's assignment; however, if the winning Supplier chooses to exercise their right to Assign, it must be for the reason(s) submitted in the technical response and it must be assigned to the Assignee identified in the technical response. CRCOG must be notified prior to assignment.

## **G. Termination**

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the vendor; or if the vendor fails, in the opinion of the respective participant's purchasing agent, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of the participant

## **H. Insurance Requirements**

The Successful bidder shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of this Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments as the Additional Insured will be grounds for termination of the contract. In addition:

- (a) *The insurance requirements shall apply to all subcontractors and/or consultants.*
- (b) *All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.*
- (c) *Acceptable evidence of coverage will be on the ACORD form or a form with the same format.*
- (d) *All renewal certificates shall be furnished at least 10 days prior to policy expiration.*
- (e) *Each certificate shall contain a 30 day notice of cancellation.*
- (f) *Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-"VIII policy holders rating according to Best Publications latest edition Key Rating Guide.*

- H.1 **Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance**, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Supplier to pay and/or indemnify.
- H.2 **Automobile Liability Insurance** including non-owned and hired vehicles in the same limits as indicated in Section H.1, above.
- H.3 **Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- H.4 **Excess Liability Umbrella Form** over sections H.1, H.2, and H.3-Employers' Liability with limits up to \$4,000,000.
- H.5. *The Capitol Region Council of Governments shall be named as an Additional Insured as its interest may appear on the appropriate coverage in sections H.1, H.2, H.3-Employers' Liability and H.4 in the section reserved for comments on the ACORD Form insurance certificate.*

- H.6 **Professional Liability Insurance** with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the Supplier's cost.
- a. Comprehensive Commercial General Liability Insurance, including blanket Contractual Liability Insurance, Premises/Operations, Independent Contractors, and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than: \$1,000,000 for all damages because of bodily injury sustained by each person as the result of each occurrence and \$2,000,000 bodily injury aggregate per policy year; and limits of \$2,000,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the supplier to pay and/or indemnify.
  - b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than: \$500,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$500,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$500,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the supplier to pay and/or indemnify.
  - c. Workers' Compensation Insurance in accordance with Connecticut State Statutes.

#### **H. Indemnification**

To the fullest extent permitted by law, the Supplier shall release, defend, indemnify, and hold harmless CRCOG and the members of the Consortium from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney fees) compensation, penalties, fines, liabilities or judgments or any name or nature for:

- (1) Bodily injury, sickness, disease or death; and/or
- (2) Damage to or destruction of property, real or personal; and/or
- (3) Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern of CRCOG or any members of the Consortium, which is caused or alleged to have been caused in whole or in part, by the negligent act(s) or omission(s) of the Supplier, its officers, employees, agents, or Subcontractors, in the performance of any resulting contract or from the inaccuracy of any representation or warranty of the Supplier contained in the Contract Documents. This indemnity should not be affected by other portions of the specifications relating to insurance requirements.

To the fullest extent permitted by law, the Supplier agrees to release, defend, indemnify and hold harmless CRCOG and any member of the Consortium, from any loss, claim, cost, penalty, fine or damage that may arise out of the failure of the Supplier, its officers, agents, employees, or Subcontractors to comply with any laws or regulations of the United States and the State of Connecticut. This undertaking shall not be affected by other portions of these specifications relating to insurance requirements.

**I. Affirmative Action**

The Members participating in this RFQ are equal opportunity employers and require an affirmative action policy from all suppliers and vendors as a condition of doing business with CRCOG and its Members, as per Federal Order 11246. By signing the proposal sheet for this bid, all vendors agree to this condition of doing business with CRCOG and its Members and should CRCOG or its Members choose to audit their compliance, the vendor agrees to cooperate fully.

**J. Severability**

If any terms or provisions of this Request for Qualifications shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

**K. Single Supplier per Contract**

Multiple Suppliers may be invited to bid in the reverse auction. However, only one Supplier will be awarded a Contract to serve any individual account.

**ATTACHMENT A  
CURRENT PARTICIPANT ROSTER**

The matrix below delineates the communities/agencies that are currently part of this RFQ. Please note that the majority of the volume currently under contract falls within CL&P's territory. The remaining is serviced by UI.

<b>Eversource</b>	<b>United Illuminating</b>
CRCOG	North Branford, Town and BOE Combined
Wethersfield, Town	
Bloomfield, Town	
Bolton, Town and BOE Combined	
Canton, Town,	
Durham, Town	
East Granby, Town	
Glastonbury, Town	
Granby, Town	
Greater Hartford Transit District	

**ATTACHMENT B**

**SAMPLE SIDE LETTER AGREEMENT**

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

(Member Name and Address)

Re: Electricity Agreement concerning the purchase of a supply of electricity for a Procurement Cooperative to be administered by the Capitol Region Council of Governments (“CRCOG”); such supply to be provided by \_\_\_\_\_.

Dear \_\_\_\_\_ and \_\_\_\_\_:  
(Member) (Supplier)

This letter (“Letter Agreement”) is intended to confirm the agreement of \_\_\_\_\_, CRCOG and the Town/Agency of \_\_\_\_\_ (the “Member”) as one of the members of the CRCOG Electricity Consortium (each a “Member” collectively, the “Members”) to participate in an Electricity Agreement (the “Agreement”) for the purchase of electricity for the period commencing January 1, 2017 and ending \_\_\_\_\_.

On or about June 10, 2016, each Member signed a “Participation Confirmation Form for Electricity Supply.” By signing the Confirmation Form, the Member both committed to participate in CRCOG’s Electricity Consortium and demonstrated its understanding that CRCOG would conduct a procurement process and make an award on the Members’ behalf.

To that end, the parties agree that \_\_\_\_\_ will provide all the electricity supply required by the Member, as defined by the accounts listed as part of Exhibit 1 to the Electricity Agreement, during the term of the Agreement and under the terms and conditions contained in the Agreement to be attached to this letter.

Further, the Member agrees to participate in the Consortium’s Procurement Cooperative, namely to purchase all Member’s supply from \_\_\_\_\_ as defined by the accounts listed as part of Exhibit 1 and pay for such supply at the agreed-to prices subject to and in accordance with the terms and conditions of any and all attachments thereto. The Member further agrees to hold CRCOG harmless from any and all claims and disputes of any kind whatsoever arising from the Agreement between Member and \_\_\_\_\_.

If the Member fails to meet its obligations under this letter, the Agreement and any and all attachments thereto, \_\_\_\_\_ shall have the option to pursue its legal remedies against the Member but hereby agrees that it has no remedy against CRCOG and that it will not pursue any claim or remedy against CRCOG arising from the Member’s obligations under the Agreement.

Finally, CRCOG agrees to act as the administrator of the Agreement, namely to manage any renewal options, or other administrative tasks that exist under the Agreement. The Member and \_\_\_\_\_ acknowledge CRCOG's role does not create any contractual obligation of any kind to the Member or to \_\_\_\_\_ for which the Member is primarily responsible. Acting as the administrator does not include any of the following day-to-day management tasks: monitoring consumption, delivery schedules, billing arrangements, or responsibility for any payments of any kind under the Agreement.

Please acknowledge your acceptance of the terms contained in this letter by signing all copies of this letter where indicated below, retaining one original for your file, and returning two to my attention.

Sincerely,

Lyle D. Wray, PhD  
Executive Director, CRCOG

Accepted and agreed to:

\_\_\_\_\_ (Supplier)

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Accepted and agreed to:

Member: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ATTACHMENT C**  
**CONTRACT TERMS AND CONDITIONS**

The following language shall serve as the basis for all resulting contracts and shall be subject to attachments as needed. Note that “we” represents the awarded supplier and “you” represents the CRCOG Electricity Consortium.

**General Terms**

This contract contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

The contract shall consist of the items listed in the “RFQ for Electricity Supply and Related Services” dated August 25, 2016, in addition to the supplier’s technical response and the pricing received through the reverse auction platform.

1. **Management**

This contract will be managed for the Capitol Region Council of Governments (CRCOG) by Maureen Goulet, its program manager.

The Supplier's contact person shall be \_\_\_\_\_ who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of project(s) assigned.

2. **Performance Standards**

We agree that all of the services required of us hereunder shall be performed in accordance with the terms and conditions of this Agreement with professional skill and competence.

3. **Relationship Between Parties**

We are an independent contractor and not an officer, employee or agent of CRCOG. Therefore, it is mutually agreed that this Agreement is a contract for services and not a contract of employment, and that, as such, we and any and all subcontractors shall not be entitled to any employment benefits of CRCOG such as, but not limited to: vacation, sick leave, insurance, worker's compensation, and pension and retirement benefits.

All personnel matters affecting project team members will be the responsibility of us and CRCOG shall be notified in writing of any changes of said team.

4. **Assignment**

We are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from you.

5. **Quantity**

As specified in Attachment \_\_\_\_, we will deliver to you and you will purchase from us on a firm basis your full requirements of electricity for your current uses and specified customer meter locations on each day during the Delivery period of this Agreement up to any limits imposed by your Local Distribution Company (“LDC”).

6. **Service and Obligations**

You agree to designate us as your agent to manage your electricity supply and delivery according to your LDC’s guidelines. We will maintain status as a qualified agent with your LDC, manage, schedule and balance electricity deliveries for you, and do other related functions with your LDC. We will prepare daily and monthly estimated quantities of your full requirement of electricity for your specified meter locations based upon historical usage data that you provide to us at the initiation of this contract. If you promptly and properly inform us of any and all events that may materially impact your facility’s usage as compared to weather-adjusted historical usage (such as equipment outages, shutdowns, or changes in operating hours) and otherwise comply with all of the terms of this Agreement, we will pay all properly imposed charges or penalties assessed by your LDC. You are responsible for and indemnify us against any penalties resulting from your failure to advise us of a material change in operations or to fully comply with this Agreement.

7. **Billing and Payment**

We will be appointed as the billing agent for the members of the Consortium, as defined in the Capitol Region Council of Governments’ 2016 RFQ for Electricity Supply and Related Services, and shall therefore be expected to provide billing services in accordance with the provision(s) of that document.

8. **Risk of Loss**

Risk of loss of electricity supplied under this Contract shall remain with the Supplier until, and risk shall pass to the CRCOG Electricity Consortium Member upon, delivery of said electricity to the Delivery Point.

9. **Invoice Disputes and Payment**

If a CRCOG Electricity Consortium Member in good faith disputes some portion of a Supplier invoice, the Member will provide the Supplier within thirty days of the invoice date, a written explanation specifying the amount in dispute and the reason for the dispute. The parties will use good faith efforts to resolve any dispute. If the parties are unable to resolve any such dispute within thirty days of the notice date, either party may begin legal proceedings to resolve the dispute. Upon final resolution or agreement that any disputed amount is owed, such amount shall be deemed due and owing as of its original due date and such amount (together with accrued interest thereon) shall be paid by the Member to the Supplier within ten days of such resolution or agreement. The Member shall pay all undisputed amounts within thirty days of receipt of the Supplier invoice or within the EDC’s net payment period for an EDC Invoice. CRCOG Electricity Consortium Members retains the right to audit all invoices for a one year period from receipt, and Supplier agrees to resolve and reconcile any errors so identified.

10. **Failure to Pay**

If a CRCOG Electricity Consortium Member has not paid in full for electricity on the due date then:

- A. The Member will be obligated to pay the interest that will accrue on any due and unpaid amounts on a Supplier invoice from the date the amounts became due at a maximum rate of 1.0% per month.
- B. The Member will pay to the Supplier a maximum \$25 charge for each returned payment on a Supplier invoice for insufficient funds.

11. **Title, Warranty and Limitation of Liabilities**

We warrant that we will have and you will receive title to the electricity at the Delivery Point(s), free and clear of all liens and encumbrances, except for those that result from any act by you or by a person claiming through you. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, LOST PROFITS OR ANY BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.

12. **Credit**

Prior to the commencement of the services hereunder or any time thereafter, we may require you to provide us with credit information sufficient for us to make reasonable inquiry into your creditworthiness. If your credit at any time is found to be unsatisfactory to us or if you default on your obligation under this agreement, we may, in addition to any other legal remedies, suspend deliveries hereunder or terminate this agreement. We may require assurance of your ability to pay or require different payment terms whenever it reasonably appears to us that your financial condition requires such change. Upon your failure to deliver to us either requested credit information or ability to pay assurances within 48 hours of such request, we may suspend deliveries under this agreement or terminate the agreement.

13. **Termination True Up**

In the event that we terminate for cause, default, or negligence on the part of the buyer, we will calculate the difference between the contract price specified and the market price (as determined by us in a commercially reasonable manner) for the electricity quantities hedged through the remainder of the contract term, and aggregate or net such market damages to a single amount. If the amount is more than zero, you must pay such to us upon demand for it.

If you terminate for cause, default, or negligence on the part of the seller, we shall be responsible for reimbursing the members of the Consortium for any or all direct costs incurred.

14. **Force Majeure**

Neither party will be liable to the other, if we fail to perform any obligation under this Agreement because of “Force Majeure” events. The term Force Majeure shall mean those events not reasonably anticipated or within the control of the claiming party such as, but not limited to, acts of God, industrial disturbance, acts of the public enemy, actions of governments or regulatory bodies, future changes in laws, rules, regulations or utility practices, or transmission failure. Whoever experiences such an event must immediately notify the other of the nature of the event and how long it is expected to last. If the event continues for longer than is reasonable, either party may terminate this Agreement. This paragraph does not apply to your obligation to pay for electricity that you have received, or to pay for any other amounts that you are liable for under this Agreement.

15. **Miscellaneous**

The terms of this Agreement may be altered by a Rider that contains specific provisions for your LDC and such other provisions as may be mutually agreed upon or required by your state. **NO OTHER PROMISES, AGREEMENTS, OR WARRANTIES, EXCEPT THESE GENERAL TERMS, THE TERMS ON THE FRONT PAGE, AND ANY RIDER SHALL BE DEEMED A PART OF THIS AGREEMENT, NOR SHALL ANY ALTERATION OR AMENDMENT OF THIS AGREEMENT BE EFFECTIVE WITHOUT THE WRITTEN CONSENT OF BOTH PARTIES.**

The individual executing this Agreement and any other notice shall have the authority to make such decisions. The waiver of any party of a breach of any provision hereof by the other party shall not be deemed to be a waiver of any other provision or of any subsequent or continuing breach of such provision. All notices under this Agreement shall be deemed given to a party, (i) if delivered by hand or sent by overnight courier, on the day of delivery, (ii) if sent by registered or certified mail return receipt requested, on the date of receipt, (iii) if transmitted by facsimile, at the time the sender receives the receiver’s transmission confirmation.

16. **Insurance**

We shall procure and maintain for the duration of the contract term, including any and all extensions, the required insurance coverages for services and goods provided by us. We shall pay the cost of such insurance, including any and all deductibles.

The policies shall be written by companies licensed to do business in the State of Connecticut. Any and all exceptions shall be reviewed by you.

All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. All such insurance policies shall contain an agreement by the insurer that it will not cancel or effect any material change in such policy except upon thirty (30) days prior written notice, ten (10) days notice for non-payment. Failure to maintain insurance coverage as required and to name CRCOG and the Consortium (as defined in the Capitol Region Council of Governments’ 2016 RFQ for Electricity Supply and Related Services), as additional insureds, will be grounds for termination of the contract.

Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude CRCOG or the Consortium from additional limits or coverage provided under our policies.

Accordingly, we shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the CRCOG and the Consortium as additional insureds; and provides for at least thirty (30) days prior notice to the CRCOG of cancellation or non-renewal, or ten (10) days notice for non-payment. In addition:

- (a) The insurance requirements shall apply to all subcontractors and/or consultants.
- (b) All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.
- (c) Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
- (d) All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- (e) Each certificate shall contain a 30 day notice of cancellation.
- (f) Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-"VIII policy holders rating according to Best Publications latest edition Key Rating Guide.

- 16.1 Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Vendor to pay and/or indemnify.
- 16.2 Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in Section 16.1, above.
- 16.3 Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- 16.4 Excess Liability Umbrella Form over sections 16.1, 16.2, and 16.3- Employers' Liability with limits up to \$4,000,000.
- 16.5 The Capitol Region Council of Governments shall be named as an Additional Insured as its interest may appear on the appropriate coverage in sections 16.1, 16.2, 16.3-Employers' Liability and 16.4 in the section reserved for comments on the ACORD Form insurance certificate.

- 16.6 Professional Liability Insurance with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the Vendor's cost.
- a. Comprehensive Commercial General Liability Insurance, including blanket Contractual Liability Insurance, Premises/Operations, Independent Contractors, and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than: \$1,000,000 for all damages because of bodily injury sustained by each person as the result of each occurrence and \$2,000,000 bodily injury aggregate per policy year; and limits of \$2,000,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the supplier to pay and/or indemnify.
  - b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than: \$500,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$500,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$500,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the supplier to pay and/or indemnify.
  - c. Workers' Compensation Insurance in accordance with Connecticut State Statutes.

17. **Side Letter Agreements**

For the purposes of this agreement, each Side Letter executed by each CRCOG Electricity Consortium Member, attached hereto, shall be considered an integral part of this Agreement and such Side Letter shall be enforceable under the terms and conditions of this Agreement.

18. **Amendments**

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. Our duly authorized representatives shall be \_\_\_\_\_, and the CRCOG duly authorized representative shall be **Lyle D. Wray, its Executive Director**.

19. **Regulatory Change**

If any regulatory change(s) is imposed after this Contract has been initiated, the Supplier may pass through to the Customer any charges or discounts that are a result of the regulatory change(s) so long as such charges/discounts are directly related to supplying electricity under this Contract. The Supplier is required to submit a written notice of such regulatory change accompanied by an explanation of how the change is directly related to supplying electricity to the State. This notice must be provided to the State sixty (60) days prior to the implementation of the regulatory change.

Regulatory Change may be a new charge/discount or an increase in a current charge imposed by the relevant LDC. A Regulatory Change may also mean a new element of

retail full requirements service imposed through law or regulation by the State of Connecticut or the United States.

**20. Subcontractors**

No portions of this work may be subcontracted, unless:

- 20.1 CRCOG shall give prior approval to such subcontract in writing; and
- 20.2 Any document incorporated into any such subcontract shall be approved as to form and legality by CRCOG legal counsel; and
- 20.3 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract and the subcontractor shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof, and shall have made the representation as to its expertise in the same form as set forth in paragraph four (4) hereof; and
- 20.4 CRCOG shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

**21. Disclaimer of Agency or Third Party Beneficiary Rights**

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the CRCOG.

**22. Successors**

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors.

**23. Cumulative Remedies**

All rights exercisable by and remedies of CRCOG hereunder shall be cumulative and the exercise or beginning of the exercise by CRCOG of any of its rights or remedies hereunder shall not preclude CRCOG from exercising any other right or remedy granted hereunder or permitted by law.

**24. Conditions**

We agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and Capitol Region Council of Governments, including but not limited to the following:

- 24.1 Civil Rights Act of 1964, as amended
- 24.2 Civil Rights Act of 1991, as amended
- 24.3 Executive Orders Numbers 3 & 17 of the State of Connecticut
- 24.4 Davis Bacon Act
- 24.5 Copeland "Anti-Kickback" Act
- 24.6 Hatch Act (Title 5 USC Chapter 15)
- 24.7 Section 504 of the Rehabilitation Act of 1973
- 24.8 Architectural Barriers Act of 1969
- 24.9 Fair Labor Standards

25. **Gender/Number/Title**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

26. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the by-laws, policies and procedures of the Capitol Region Council of Governments. The parties agree that the venue for any legal proceeding with respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

27. **Arbitration**

Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement may be settled by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover, as part of its judgment, reasonable legal fees and costs from the other party. The arbitration shall be in Hartford County, Connecticut.

28. **Entire Agreement**

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

These terms shall govern for the period of \_\_\_\_\_ months for the accounts included in auction # \_\_\_\_\_ totaling \_\_\_\_\_ kWh of annual load at a rate of \$\_\_\_\_.\_\_\_\_\_kWh. The flow date is Jan 1, 2017.

\_\_\_\_\_  
**Lyle Wray, PhD**  
**Executive Director, CRCOG**

Accepted and agreed to:

\_\_\_\_\_ (Supplier)

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ATTACHMENT D**  
**TERMS SHEET**

If supplier is proposing an alternative Scope of Services or alternative Terms and Conditions, the following terms must be incorporated into the supplier's language or procedure.

- (1) If a contract with dual billing is awarded, Consortium Member shall specify the billing address for all accounts, will be Supplier directly, and will pay all undisputed amounts within thirty days of receipt of Supplier invoice. Regardless of billing option selected, each Consortium Member is individually responsible for payment of bills.”
- (2) Side Letters must be signed and returned by supplier within one (1) week of contract award

## ATTACHMENT E VENDOR INFORMATION FORM

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
<b>NOTE:</b> IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE:    A. SALE OF COMMODITIES    B. MEDICAL SERVICES    C. ATTORNEY FEES    D. RENTAL OF PROPERTY <span style="float: right; font-size: small;">(REAL ESTATE &amp; EQUIPMENT)</span>			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE IN THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE IN THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE:</b> IF YOUR BUSINESS IS A <i>PARTNERSHIP</i> , YOU <b>MUST</b> ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
<b>NOTE:</b> IF YOUR BUSINESS IS A <i>CORPORATION</i> , IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS	STREET	CITY	STATE    ZIP CODE
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
<b>REMITTANCE INFORMATION:</b> INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS	STREET	CITY	STATE    ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:	
CELLULAR:		2 <sup>ND</sup> PAGER:	
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:	
2 <sup>ND</sup> FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS <b>CURRENTLY</b> A <i>CERTIFIED</i> SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES ( <i>ATTACH COPY OF CERTIFICATE</i> ) <input type="checkbox"/> NO			
IS YOUR BUSINESS <b>CURRENTLY</b> A <i>CERTIFIED</i> DISADVANTAGED BUSINESS ENTERPRISE (DBE)? <input type="checkbox"/> YES <input type="checkbox"/> NO			