

# The Connecticut General Assembly

## Joint Committee on Legislative Management

Donald E. Williams, Jr.  
*Senate President Pro Tempore*

Martin M. Looney, *Senate Majority Leader*  
John McKinney, *Senate Minority Leader*

*D'Ann Mazzocca, Ph.D.*  
*Executive Director*



James A. Amann  
*Speaker of the House*

Christopher G. Donovan, *House Majority Leader*  
Lawrence F. Cafero, Jr., *House Republican Leader*

**June 11, 2008**

TO: All Respondents of Record

FROM: **Tina Mohr**

RE: Responses to Vendor Questions and RFP Clarifications  
**PEOPLESOFT CONSULTANT**  
**JCLM08REG0117**

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The following Request for Proposal (RFP) clarifications are provided to those who have received the Connecticut General Assembly's RFP for the PEOPLESOFT CONSULTANT JCLM08REG0117.

Please note that the deadline for receipt of all proposals is June 30, 2008 at 12:00 pm (noon) in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

# JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

## QUESTIONS AND ANSWERS

June 11, 2008

1. Is there a listing of what is to be submitted with the proposals?

Section two and four of the request for proposal includes a list of required elements that **shall be included** in all proposals. **Any proposal not including these elements is subject to disqualification.**

2. Shall proposals include the gift affidavit and the campaign contribution form?

**Yes. Please note that proposals will not be considered without a completed gift affidavit and the campaign contribution form.**

3. Has this project been reserved for participation by set-aside vendors certified as such by CT Department of Administrative Services (DAS)?

**No.**

4. Is a bid bond required to be submitted with the proposal?

**No bid bond is required.**

5. The RFP does not include an estimated start date for the project. Does the State have one?

**8/1/08.**

6. The RFP does not include a desired Go Live date for the project. Does the State have one?

**12/31/08.**

7. Is it the State's intent that the upgrade of the GL/AP/PO modules and the implementation of the Asset Management, eProcurement, Strategic Sourcing, and Supplier Contracts Go Live at the same time? Or is the State open to a staggered Go Live?

**Yes. It will not be staggered.**

8. Has the State documented the business requirements for the Asset Management, eProcurement, Strategic Sourcing, and Supplier Contracts areas of the project? Will the State make this documentation available to the bidders?

**Currently in process. No it will not be available to proposers.**

9. Does the State have documentation of the current business processes for General Ledger, Accounts Payable and Purchasing? Will the State make this documentation available to the bidders?

Currently being updated. No will not be available to proposers.

10. Does the State have documentation on the existing modifications to the General Ledger, Accounts Payable and Purchasing modules/system? Will the State make this documentation available to the bidders?

We are assuming you are talking about customizations. This information will be provided to the chosen vendor upon contract award.

11. Does the State envision the project being time and materials or fixed priced?

We request a fixed price per module supported by anticipated hourly rates and number of hours to complete each module. Please explain the methodology and payment basis in your proposal.

12. The RFP asks for estimated cost of the seven deliverables outlined in the RFP. Is the State asking for the total project cost to be fixed priced and deliverables based? Or just the cost associated with these specific deliverables estimated and all other project hours being changed on a time and expenses basis?

See answer to #11.

13. Is it the State's intent to contact with one vendor for these services?

Yes. However, subcontractors would be allowable, subject to approval of work plans.

14. Will the State please provide the estimated number of users to be trained for each module?

Four.

15. Will the State please provide the training sessions / course listing and attendees for the core Financial modules (GL/AP/PO) used for initial deployment?

Info is not available. We have a core of super users who are well versed in the current modules.

#### Operating Structure and Regulatory Considerations

16. Location and Reporting Business Units

Please explain how your site is structured in terms of locations and units (divisions, departments, etc.)

- a) Explain position of your site in the overall company structure – Corporate Headquarters
- b) Explain operational definition of your site (manufacturing, administrative, sales, etc.)  
Financial Reporting/Processing

- c) Location full address: Connecticut

OLM is a centralized government organization. All located at the Legislative Capitol complex. The full address is 300 Capitol Avenue, Hartford, CT 06106.

17. Do you operate one or several legal entities? See question 16.

- a) List entities
- b) Structure of legal entity (corporation, partnership, etc.) Corporation
- c) Please clarify if you keep separate accounting per entity

We currently have eight General Ledger business units.

18. Accounting Department Structure

Detail the positions and number of employees in this department. Briefly explain their duties and responsibilities, and define the reporting structure.

One manager, One supervisor and two account payable clerks.

19. Where are the Accounting operations that support your site carried out?

Please explain how your site is structured in terms of locations and units (divisions, departments, etc.)

- a) Are all the processes carried out in-house? If Yes,
  - i) Accounting system?
  - ii) Manually?
- b) Does an outside accountant process the general accounting?

See 16. All accounting transactions are done-in house using PeopleSoft.

20. Which are the local regulations for recording transactions in foreign currencies? N/A

21. What is the regulatory time for recordkeeping?

5 Years

22. Identify any forms, which are required by law. None

23. Explain if there are any document sequencing regulations? None

- a) AP Vouchers
- b) Billing/Invoices
- c) Asset additions
- d) Supplier Contracts

e) Other

24. Document any GAAP and/or statutory requirements that are unique to your entity. [None.](#)

Business Process: General Ledger

25. Will you require more than 1 actuals ledger or 1 budget ledger? Multiple ledgers can be used for different purposes such as: We will require multiple budget scenarios.

i. Actuals

ii. Budgets

iii. Multibook Ledgers

[One Actual and Multiple budget ledgers.](#)

26. Do you use Summary ledgers?

[No .](#)

27. When closing at year-end, do you use a 13<sup>th</sup> period?

[No.](#)

28. Do you perform re-valuation of assets and liabilities on a regular basis? If yes, when?

[No.](#)

29. Do you have to inquire into original currency balances entered?

[No.](#)

Chart of Accounts

30. What is the current procedure for chartfield maintenance?

[Authorize change control forms to update chartfields and corresponding trees.](#)

31. Do you use statistical accounts in your standard structure?

[No](#)

32. Are alternate accounts used?

[No.](#)

33. How do you book intercompany transactions?

[Separate transactions are booked to each business unit.](#)

34. What account values do you use for cumulative gain or loss?

[N/A](#)

## Journal Entries

35. Description (nature) of journal entries

Source from voucher deposits pending receipt of account field corrections and payroll

36. Recurring Journal Entries

No

37. Flow of transaction – Journal entry process – Manual entries.

a) Who receives the source document? Members of the GL team

Accounts payable section responsible for manual entries

b) What approval process does it require? All manual entries are reviewed by Asst. Controller?

Workflow reviewed by section supervisor.

c) When is it journalized? By who? Before month is closed and finalized; By GL members.

Accounts payable before end of month.

d) How is the entry posted? Online? In accounting subsystem? Online

38. Frequency of transactions – below is for all journals – even generated from sub-systems

a) How many entries to you process? Please answer from your past experience.

Approximately 150 journals / month

39. Please describe journal numbering and sequencing

This is system assigned

40. Do you track journal sources? Yes

41. Do you track journal categories? If yes, which ones? No

42. Do you enter statistical accounts regularly? If so, how often? No

43. Do you use batches to enter journals?

Journal generator batches vouchers and uploads payroll.

44. Do you reverse journals on a regular basis? Infrequently

45. Do you have standard journals that are done regularly? Yes

46. Do you use control totals when entering journals? No

47. Current system use of combination editing? Three procurement combination edits.

48. How often do you post journals to GL? Subsystem are posted bimonthly, others are posted adhoc.

49. What are the procedures you use to post these journals? [Manual](#)
50. Who posts the journal batches? Who approves the posting? [GL team. NA](#)
51. Do you allow for posting out of balance journals into suspense account? Journals with edit errors? Control total errors? [No](#)
52. Do you have multiple suspense accounts? [No](#)
53. Are journal vouchers used? [Yes](#)
54. Do you have any input documents that you currently use? [Yes](#)
55. What are the different sources of journals?  
[Accounts receivable, Accounts Payable, Deposit, error correction, grant transfers, payroll, and budget journals.](#)
56. Who corrects journal edit errors from feeder systems? [Accounts Payable](#)
57. Do you have any audit requirements that might be unique? [No](#)
58. Is there currently an auto-numbering system for your journals? [Yes](#)
59. How many employees will key journal entries? [Four](#)

#### Allocations

60. How many formulas do you use in your allocations? [One formula.](#)
61. On what are your allocations based? [Historical formulas](#)
62. Do you create offset accounts or remove monies from the allocation accounts? [Yes](#)
63. Do you currently have automated step down allocation functionality? Will you require this?  
[No](#)

#### Consolidations

64. How are financial consolidations performed? Are inter-company and equity eliminations recorded manually or automated? Are all consolidating companies using the same chart of accounts and currency? Are intercompany balances settled? [N/A](#)
65. How often do you perform this consolidation? [N/A](#)
66. What is the Chart of Accounts mapping during the consolidation? [N/A](#)
67. Do you perform consolidations between various businesses that use different currencies? [No](#)

### Financial Reporting

68. What is your policy on changing currency rates? Currently rates are entered on the first day of the following month; [N/A](#)

69. List of source documents. Please mark and/or add any other uses and tell us if you use a source code or ID to identify every type or group. Please clarify.

- a) Summary of AP invoices
- b) Summary of AP cash disbursement (checks, bank transfers, etc.)
- c) Summary of AR invoices
- d) Summary of AR payments
- e) Payroll calculation
- f) Depreciation and amortization schedule and calculations
- g) Documentation on intercompany transactions
- h) Spreadsheet or calculations for allocations of expenses
- i) Correction or reclassification sheets
- j) Other

[Not sure what you were looking for here.](#)

70. Country, State, or Local regulations that affect these processes

Are you required to use a specific way to process a journal entry?

What type of reports do authorities require?

Do the authorities or local government require any specific book or register for journal entries different than a ledger by account number?

Statutory, local or legal reporting requirements. Please detail any specific reports required by regulatory agencies or business organizations.

[Processes are governed by the State Accounting procedures manual.](#)

71. How are GAAP adjustments recorded and reported?

[N/A](#)

72. Financial Reporting

- a) Income Statement (Profit and Loss Statement)
- b) Balance Sheet
- c) Statement of Cash Flows
- d) Other

[N/A](#)



Business Process: Accounts Payable

Vendor Setup and Maintenance

73. Vendor Setup

- a) Do you have a single consolidated vendor list? **Yes**
- b) Do you maintain your vendors classified by types or groups? **No**
- c) Do you maintain terms and conditions of credit for your vendors? **No**
- d) How many vendors do you have? **5,000**

74. Do you pay vendors on a priority basis? **No**

75. Do you enter employees as vendors? **No**

76. Does your vendor list require cleanup before being converted? **No**

77. What discounts and terms do you use? **Payment and cash terms**

78. Will you use workflow to route approvals? **Yes**

79. Do you evaluate and maintain performance statistics on vendors? **No**

80. How many vendors are paid electronically by Electronic Funds Transfer (EFT, ACH)?

**All vouchers are interfaced to state comptroller for payment.**

Invoice Processing

81. Description (Nature) of invoice processing? Please explain from your own experience any other description or local uses for this process

**Invoice processing is utilized to record transactions related to purchases of goods and services of any nature, such as: Purchase of fixed assets, Operational expenses, Inventories, supplies, Expense reimbursement Utilities and services**

82. List of source documents. Please mark or add any others you use.

**Vendor invoice, Professional services invoices, Expense reimbursement forms, etc.**

83. How many invoices do you process?

**5,000**

84. Do you enter vouchers by batches?

**No**

85. Do you use control total with invoices or vouchers?

**No**

86. In what currencies do you enter vouchers? **U.S. Dollar**

87. What invoice number do you use for invoices without a number? **Date**

88. Are invoices billed to distinct companies, cost centers or other? **Business Unit or Department**
89. Do you perform 2, or 3-way matching between invoices and purchase orders, receipts, etc.? **Yes**
90. What types of holds do you use? What are the procedures to get an invoice off hold? **Payment hold on the payment tab. Accounts Payable team decides on procedure.**
91. What types of taxes do you record on vouchers? **N/A**
92. What types of recurring payments do you make? **N/A**
93. What sources of electronic vouchers are used? **N/A**
94. Current system use of combination editing? On-line or batch? **Online**

#### Cash Disbursements

95. Description (Nature) of Cash Disbursements?

**Petty cash account.**

96. List of Source documents. Please mark or add any others you use.

**Petty cash check.**

97. Frequency of the transactions. How many checks/payments do you process?

**100 per year**

98. Country, State, or Local regulations that affect these processes. Do any local authorities regulate this process? Are you required to use a specific form to process invoices? Are taxes calculated from these transactions? What type of reports do authorities require? Do the authorities or local government require any specific book or register for these transactions? Statutory reporting requirements. Please detail any specific reports required by law or authorities.

**There are no regulations that affect these process. No to all questions in #98.**

99. Management Reporting including : Income Statement (Profit and Loss Statement), Balance Sheet, or Other?

**No such requirement exists.**

100. Do you use multiple currencies for the following purposes? If Yes, please explain the type of rates (daily, monthly, average, etc.). For recording? For payments? For reporting? **No.**

101. Are you processing payables for multiple entities or divisions? If Yes, please specify.

Yes, multiple accounts payable business units and departments.

102. What is your payment cycle time? 3 times a week

103. Do you write many manual checks? No

104. Is there a dedicated printer for checks? What type of printer? No

What is the policy for canceling checks? Manual checks void

105. How do you do check reconciliation? Do you get a tape from the bank? Manually. No tape from bank.

106. Does a check register have to be approved before checks are printed? N/A

#### Posting and Reporting

107. Are there any unique audit requirements needed in AP? No

108. How often to you post AP information to GL? Twice a month

109. Are you on a cash or accrual basis accounting system? Modified cash

110. Do you post summary or detail AP information to GL? Detail

111. Do you have company credit cards/procurement cards? If so, how are they handled?  
Yes. Manually.

What is the procedure, if any, for closing AP? Yes month-end balancing process

Vouchers are interfaced to comptroller for payment.

112. Are there currently any interfaces with AP? Yes

113. What monthly AP reports do you run?

Various and many.

114. What new AP reports do you want?

Not sure at this point.

#### Business Process: Asset Management - General

115. How do you classify or categorize your assets? Please name the categories you would like or are required to use? Category, Sub-code and Custodian.

116. What are your unique reporting requirements? To be determined.

117. What system do you currently use for your asset accounting? [Access database.](#)
118. Does your current system track assets by employee, department or cost center?  
[Cost center](#)
119. What property types do you use? [Land, buildings, furnishings, antiques and technical items.](#)
120. What are your monthly reporting requirements? [To be determined.](#)
121. Do you perform physical inventories of your assets? If so, how often? [Yes annually.](#)
122. Where are your fixed assets located? [Four adjacent building and remote warehouse.](#)

### Asset Additions

123. What is the asset capitalization policy? [>\\$1,000 and greater than 1 year useful life.](#)
124. How many fixed assets are in your organization? [7000](#)
125. Do you need to track assets that are not depreciated? [Yes](#)
126. Documents used to add assets. Please mark or add any other you use  
[Purchase Order, AP Voucher/Vendor Invoice, Lease agreement.](#)
127. Frequency of the transactions: How many asset additions do you process?  
[250 per year.](#)

What do you use as the effective date when you record an asset? Invoice date? Placement date? Other (explain)?

[Invoice date](#)

128. What basic information about each asset do you need to store?  
[Description, cost, tag number, location, acquisition date etc.](#)
129. Do you use multiple currencies when purchasing, depreciating, reporting or posting financial information about your fixed assets?  
[No](#)
130. Do you have physical tags?  
[Yes](#)
131. Do you need to track leased assets?  
[Yes](#)
132. What is the date your oldest asset, that is still in use, was placed in service?  
[Unknown](#)
133. Do you have standard depreciation for your fixed assets?  
[No](#)
134. Do you need to associate your fixed assets with vendors?  
[No](#)

135. Do you currently group or wish to group assets based on parent/child relationship?

Yes

136. If so, should the child asset have the same characteristics, i.e. useful life of the parent asset?

Yes

#### Asset Maintenance

137. Do you keep track of maintenance and repair costs? No, but would like to consider as future enhancement.

#### Asset Transferring and Adjusting

138. Do you transfer assets between departments and business units?

No

139. How many transfers take place on a monthly basis?

N/A

140. Do you transfer assets directly between business units or are they returned to a central warehouse prior to transfer?

N/A

141. Is an asset in your current system equal to one, or do you have multiple units per a single asset id?

One to One.

142. Do you have occasion to do cost adjustments on your current assets.

Yes

#### Asset Retirement and Disposal

143. What policies do you have for retirement and disposal of assets?

See State comptroller manual.

144. What is the most common disposal reason – theft, abandonment, sale, obsolescence, etc?

Obsolescence

145. Do you wish to charge different accounts based on disposal reason?

No

146. Do you wish to automatically retire fully depreciated assets?

No

#### Depreciation Calculation

147. Depreciation calculation. Please explain or attach information on depreciation rules and depreciation tables you use. How many depreciation books do you maintain? Internal book

Tax books X (2-3 books), or Other (explain)?

N/A

148. How often do you calculate depreciation for corporate accounting, tax, and capital budgeting purposes?

N/A

149. What are your prorated conventions? N/A

150. Do you have any depreciation ceilings? How about for luxury items? N/A

151. How do you account for prior period additions, retirements or other transactions in your GL? N/A

152. Do you depreciate leased items or leasehold improvements?

No

153. Is there any intercompany depreciation expense for assets used by another department?

No

154. Have you suspended depreciation on any assets?

No

#### Capital Acquisition Planning

155. How do you perform the planning for Capital Acquisitions? The formal budgeting process at the beginning of each fiscal year

- a. Purchases
- b. Leases
- c. Rentals
- d. Other (explain)

Not associated with PeopleSoft system. Process done manually.

156. What are the different types of capital budgets generated (e.g. capital purchases, building improvements, construction, etc.)

N/A

157. Who is responsible for approving the capital budget? What is the timing of its submission, review and approval?

N/A

158. Are purchases tracked against the capital budget? What is the extent of the status reporting?

N/A

159. What is your accounting calendar?

July through June.

## Asset Entries and Journals

160. What asset information do you maintain? Check all that are applicable.  
Not sure what this question is asking. Unable to provide answer.
161. Country, State, Province, or Local regulations that affect this process. If Yes, please specify.
- Do any local authorities regulate this process?
  - Are you required to use a specific form to record additions or disposal of assets?
  - Are you subject to some type of taxation on your asset proprietorship?
  - What types of reports do civil or regulatory authorities require?
  - Do local authorities require any specific book or register for these transactions?
  - Statutory reporting requirements. Please detail any specific reports required by law or authorities.  
N/A
162. Do you post your asset information in summary or detail to your GL? N/A
163. How many corporate depreciation books do you maintain? N/A
164. How many different tax depreciation books do you maintain? N/A

## Business Process: Purchasing

### Purchase Orders

165. Do you use a requisition? What information do you require to setup a requisition?  
Yes. Requisitions are required. Information required on a requisition includes: Delivery Date, Goods and/or Services, and Quantity
- What is the approval process for requisitions? One to two level amount approvals
  - Can requesters approve their own requisitions? Some can approve their own requisitions.
  - Who creates requisitions? End users/buyers
  - Frequency of the transactions. How many requisitions do you process? We process approximately 1800 per year.
166. Do you use a Purchase Order? Yes
- What information do you require to setup a Purchase Order? Information required includes? Required information includes Date, Goods/ Services, Quantity, Vendor Name
  - What is the approval process for Purchase Orders? Built as approved
  - Can buyers approve their own Purchase Order? Yes
  - Who creates Purchase Orders? Buyers
  - Frequency of the transactions. How many Purchase Orders do you process? 2000
167. How often do you purchase with cash? N/A

## Buyers

- 168. Who are your buyers? How many are there? Where are they located? **Buyers are located centrally. They number about three to five.**
- 169. What is the approval process for each buyer? **Self approved**
- 170. What are the purchasing limits for each buyer? **No limits**
- 171. Does the buyer merge requisitions together for a single order? **Sometimes**
- 172. Is a buyer required to purchase from a requested vendor? **Sometimes**
- 173. Does a buyer have the right to modify a PO or requisition without a corresponding change request/authorization from the requester? **Sometimes**
- 174. If no, how is the change communicated? **N/A**

## Vendors

- 175. What type of vendor negotiating tools do you use? **Face to face negotiations**
- 176. Does commodity coding help identify vendors? **No**
- 177. What do you do when you want to stop purchasing from a particular vendor? **Inactivate the vendor**
- 178. How do you match purchase order information to AP invoice information? **Automatic match. PeopleSoft three way delivered match rules.**
- 179. What type of vendor analysis do you perform and would like to perform? **N/A**

## Receiving

- 180. How are items received? **Manual and online**
- 181. Do you inspect items at receiving? **Yes**
- 182. Do you match PO's with receipts? **Yes**
- 183. Do you accrue your receipts to the General Ledger? **No**
- 184. Do you receive substitute items? **Yes**

## Interfaces

- 185. Do you import requisitions from outside system? **No**
- 186. Do you import Purchase Orders from outside systems? **no**
- 187. What types of interfaces are needed in your PO System? **Purchasing card system**

## Other

- 188. How do you handle subcontracting? **N/A**
- 189. Are foreign currency conversions used? If so, how are exchange rates updated? **No**
- 190. What types of taxes do you record on Purchase Orders? **N/A**



191. What types of reports do authorities required? [None](#)

#### Purchasing Security and Workflow

192. Do you have security requirements on who can enter data? [Yes](#)

193. Who can enter data in different companies/cost centers? [Buyers](#)

194. Do you run reports for different companies or cost centers? [Yes](#)

195. Do you run security reports on a regular basis? [Yes](#)

196. Would you like to have a workflow approval based on Purchase Order amount, commodity, budget, other? [Amount and department](#)

#### Technical Infrastructure -

##### PIA and DBMS Environment

197. What Database Software and release is currently being used by PeopleSoft?  
[Microsoft SQL server 2005.](#)

198. What web server software is deployed for PeopleSoft? [BEA Weblogic 8.1SP5](#)

##### Hardware Systems

199. Who is the manufacturer of the server hardware? [IBM](#)

200. What models are being used by the PeopleSoft applications? [Various](#)

201. What SAN is used for PeopleSoft database storage? [IBM](#)

##### Operating System

202. What OS is installed on the application server hardware? [Microsoft windows server 2003](#)

203. What OS is installed on the deployment server hardware? [N/A](#)

204. What OS is installed on the web server hardware? [Microsoft windows server 2003](#)

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### **REQUEST FOR PROPOSAL PEOPLESOFT CONSULTANT**

**Contract #: JCLM08REG0117**

Sealed proposals will be received by the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut for providing the Connecticut General Assembly with the goods and/or services listed herein by the date and time cited below.

**DATE: June 30, 2008**

**TIME: 12:00 pm (noon)**

Issued: May 29, 2008

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## **ATTACHMENTS**

<b>Attachment A</b>	Vendor Evaluation Form
<b>Attachment B</b>	Corporate Resolution and Proof of Authorization Form
<b>Attachment C</b>	Certification Form
<b>Attachment D</b>	Proposal Pricing Page
<b>Attachment E</b>	Gift and Campaign Contribution Ban Acknowledgement Form
<b>Attachment F</b>	Nondiscrimination Certification
<b>Attachment G</b>	Insurance Certificate
<b>Attachment H</b>	Vendor Profile Form
<b>Attachment I</b>	W-9 Form

## **PART 1 GENERAL INFORMATION**

### **1.1 Executive Summary**

The Connecticut General Assembly (CGA) is the legislative branch of government of the State of Connecticut. Through statutory enactments, the Joint Committee on Legislative Management (JCLM) is responsible for the coordination and management of legislative affairs and the supervision and approval of any and all legislative expenditures. The Office of Legislative Management (OLM) provides administrative and operational support for the CGA, including contracting and purchasing services for all offices. The Office of Information Technology Services (ITS) provides the CGA with high quality, cost effective information systems and technology services to support all aspects of legislative and business processes. ITS is responsible for the selection, management and support of information technology hardware, software and applications.

The OLM is seeking a consultant(s) to assist the Connecticut General Assembly in the upgrade of PeopleSoft Financials version 8.45SP2 to version 9.0 for existing modules and in the implementation of several new modules in the PeopleSoft Financials suite.

### **1.2 Terminology**

As used herein, the following terms shall have the following meanings unless otherwise required by the context:

- (a) “CGA” - Connecticut General Assembly;
- (b) “Commission” - Commission on Human Rights and Opportunities;
- (c) “Contract” - Agreement signed by parties to formalize the acceptance by the state of an offer of a responder to furnish the services described herein at the stated prices in response to the request for proposals;
- (d) “JCLM” - Joint Committee on Legislative Management;
- (e) “OLM” - Office of Legislative Management;
- (f) “Proposal” - Offer submitted in response to this request for proposals, to furnish the services described herein to the state, under the prescribed conditions at the stated prices;
- (g) “Responder” - Person, firm or corporation submitting a proposal in response to a request for proposals;
- (h) “RFP” - Request for proposal;

- (i) “State” - The Connecticut General Assembly acting by and through the Executive Director of the Office of Legislative Management;

### 1.3 Contact Information

**Mail:** Attention: Tina Mohr  
Office of Legislative Management  
Legislative Office Building; Room 5100  
Hartford, CT 06106-1591

**Email:** tina.mohr@cga.ct.gov

**Telephone:** (860) 240 – 0100

**Fax:** (860) 240 – 0122

### 1.4 Portal Website

This request for proposal (rfp) is posted on the portal website which can be found at the following address [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Bids\\_Open.asp?F\\_Bid\\_Type=1&F\\_Unit=OLM](http://www.das.state.ct.us/Purchase/Portal/Portal_Bids_Open.asp?F_Bid_Type=1&F_Unit=OLM).

## **PART 2 PROJECT SCOPE**

### 2.1 Overview

The Office of Information Technology Services (ITS) will upgrade existing modules and implement several new modules in the PeopleSoft Financials suite in collaboration with the Office of Legislative Management (OLM) and the consult(s) service provider to be selected through this RFP.

The following existing modules will be upgraded as part of this effort including: General Ledger, Purchasing and Accounts Payable. The following new modules will be implemented as part of this effort including: Asset Management, eProcurement, Strategic Sourcing, and Supplier Contracts.

In addition, CGA seeks to utilize the Oracle User Productivity Kit (UPK) to aide in the implementation and develop system business documentation.

This project shall be managed by ITS in accordance with a project plan agreed upon by all parties. The success of the project will require a shared commitment to carryout the scope of the project as outlined in this document. All parties will be responsible for communicating issues to the project team that affect the project schedule as soon as they are realized.

The Joint Committee on Legislative Management, through the Office of Legislative Management, (JCLM) is seeking a consultant to assist the Connecticut General Assembly in the upgrade of PeopleSoft Financials version 8.45SP2 to version 9.0 and to implement the recently purchased modules and user productivity kit.

## **2.2 Administrative Requirements**

Proposals shall address the following administrative requirements:

### **2.2.1 Experience and References**

Proposal shall include:

- (a) Responder experience with projects similar to that described in this RFP (including asset management, EProcurement, strategic sourcing and supplier contracts), particular attention on upgrades release to 9.0 and implementation of the modules listed below and experience with UPK;
- (b) Responder project references including the following:
  - i. Name, title, address and telephone number of reference;
  - ii. Overview of the project;
  - iii. Length of the project;
  - iv. Total fees associated with the project.
- (c) Description of the responder, including:
  - i. Size of firm (number of employees);
  - ii. Resources;
  - iii. Years in business
  - iv. Location
  - v. Current arrangements with subcontractors.

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

The proposal shall include a list of personnel to be assigned to this project. Particular emphasis shall be placed on individuals whom will be working day to day w/OLM and ITS staff as point people and site facilitator(s).

The proposal shall include the following in regards to the personnel assigned to complete this project:

- (a) A list of specific personnel assigned to the project;
- (b) Description of qualifications for each individual assigned to this project;
- (c) Listing of actual experience in upgrading financial modules to 9.0 and the implementation of the following modules including: Asset Management, eProcurement, Strategic Sourcing, and Supplier Contracts and UPK.

(d) Reference projects that deal with our specific project needs as described in this RFP for each individual including:

- i. Name, title, address and telephone number of reference;
- ii. Overview of the project;
- iii. Length of the project;
- iv. Total fees associated with the project.

(a) Resumes for each individual assigned to the project.

### **2.2.3 Compensation**

The compensation for services shall be in accordance with the proposal submitted by the responder, except as negotiated and amended in writing by both the CGA and the responder. All proposals shall include an hourly rate and hours designated for each aspect of this project associated with each identified consultant. Any additional costs for which reimbursement will be sought must also be delineated in the proposal text. All these costs must also be reflected on the Proposal Pricing Page included in Attachment D.

Any prompt payment discounts shall be itemized in the RFP. Other discounts will not be considered when determining which responder has the lowest proposed price. Discounts must be reflected in the base price in the RFP and on the Proposal Pricing Page included in Attachment D.

Expenses eligible for reimbursement include the following: Hotel and meal rates not to exceed government services administration per diem rates for Hartford FY08 (lodging \$103/day; meals and incidentals \$49/day). Please note no personal reimbursements such as laundry, newspapers etc. are reimbursable. All expense reimbursements shall be supported by detailed paid receipts for charges incurred prior to payments being made by the CGA. Credit card slips or statements are not acceptable.

Payments shall be made by the JCLM in arrears within (45) forty-five days of receipt of a properly prepared invoice.

### **2.3 Project Objective**

The goals of the project are to upgrade the existing modules, implement new modules within the PeopleSoft Financials suite, and leverage the Oracle User Productivity kit to develop business process documentation. The specific goals are listed below.

#### Upgrade

Upgrade PeopleSoft purchasing, accounts payable, and general ledger from version 8.4SP2 to version 9.0.

#### Implementation

- i. Implement PeopleSoft Asset Management 9.0 and complete conversion of existing asset data;



- ii. Implement PeopleSoft eProcurement version 9.0;
- iii. Implement PeopleSoft Strategic Sourcing version 9.0;
- iv. Implement PeopleSoft Supplier Contracts version 9.0;
- v. Complete installation and configuration of PeopleSoft User Productivity Kit (UPK) version 3.0

### Utilization of PeopleSoft UPK

Utilize the PeopleSoft UPK to:

- i. Assist with fit/gap analysis during the implementation of new modules
- ii. Document business processes related to new and existing modules
- iii. Develop user acceptance test plan for new and existing modules
- iv. Develop end-user training simulations for new and existing modules

### **2.4 Project Scope:**

The project scope defines the activities that will be accomplished as part of the project. The project scope is defined below.

- Upgrade existing modules to version 9.0: Purchasing, Accounts Payable, General Ledger
- Conduct fit/gap analysis of existing modules to ensure that the new product version supports current purchasing, accounts payable, and general ledger business processes.
- Resolve gaps in functionality discovered during the fit/gap phase.
- Develop and execute a test plan to test all business processes currently performed in the system.
- Implement four new modules: Asset Management, eProcurement, Strategic Sourcing, Supplier Contracts
- Convert the existing asset data from the existing Asset Management (AM) database to PeopleSoft.
- Define and document business processes and requirements related to new modules.
- Conduct fit/gap analysis to determine how closely the software meets CGA's business requirements for Asset Management, eProcurement, Strategic Sourcing, and Supplier Contracts.
- Resolve gaps in functionality discovered during the fit/gap phase.
- Configure the application for our use.
- Design and develop any required software customizations.
- Develop and execute a test plan to test all business processes defined during analysis phase.
- Develop and deliver UPK content for the new and existing modules: This includes business process documentation, test plan documentation, training simulations, and user training documents.
- Train users.

### **2.5 Consulting Service Requirements**

#### **2.5.1 Specific Requirements**

The specific requirements of the consulting service provider are listed below. The consulting service provider will be expected to provide:

- i. Experience and expertise in the implementation of PeopleSoft Asset Management, eProcurement, Strategic Sourcing, and Supplier Contracts;

- ii. Experience and expertise in the implementation of the upgrade of Purchasing, Accounts Payable, and General Ledger to version 9.0.
- iii. Lead business analysis phase and conduct product fit/gap analysis;
- iv. Business processes requirement documentation;
- v. Application configuration and documentation;
- vi. Develop user acceptance test plans;
- vii. Conduct end-user training;
- viii. Coordinate/facilitate user acceptance testing phase with end users;
- ix. Develop UPK content to provide business process documentation, test plan generation, and training simulations;
- x. Provide management and oversight in the implementation of new modules and upgrade of existing modules.

### **2.5.2 Deliverables**

The consulting service provider will be responsible for the following deliverables:

- i. Analysis of Current Business Processes: Identify all business processes that relate to the Financials System. Documentation should illustrate the steps involved in each process, the flow of information, and reporting and data requirements. This phase of the analysis will also focus on defining the business processes and requirements related to new modules.
- ii. Fit/Gap Analysis: Identify how CGA's processing requirements shall be met by PeopleSoft version 9.0 as well as identify those requirements that cannot be met through the configuration of the software. Each gap shall be detailed and a plan for resolving it will be identified.
- iii. Business Process Design: Define and detail how each business process shall be accomplished with PeopleSoft version 9.0. Documentation should illustrate the steps involved in each process, the flow of information, along with any specific reports needed.
- iv. System Configuration: Define and document how PeopleSoft version 9.0 will be configured to meet CGA's processing requirements. Perform the system configuration after the technical upgrade has been completed.
- v. User Acceptance Test Plan: Work with the Office of Legislative Management's employees to develop a test plan. The test plan will be executed by OLM personnel during the user acceptance testing phase of the project. The test plan will be comprehensive and ensure that all business processes are thoroughly tested and evaluated.
- vi. Procedures Manual: Create a user's manual detailing the procedures for performing financial transactions in the system, running reports, and the like. The expectation is that procedures will be documented utilizing the Oracle UPK and therefore proficiency with this tool will be required.

- vii. End-User Training: Training simulations and training documentation developed utilizing the UPK are required. Proficiency with the Oracle UPK will be required.

### **2.5.3 Protection/Safety Measures**

Caution shall be exercised by the awarded responder at all times for the protection of persons and property, and all safety regulations and other provisions of applicable Federal, State and local laws must be observed.

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

- (a) Questions regarding any aspects of this RFP may be submitted by the date specified in section 6.3 of this RFP. Responses will be posted on the portal by the date specified in section 6.4 of this RFP.
- (b) Prior to submitting a proposal, each responder shall examine the RFP. Each responder shall fully inform himself prior to submitting the proposal as to the existing limitations under which the work is to be performed, and shall included in his proposal a sum to cover the cost of items necessary to perform the work as set forth in this RFP. No allowance will be made to a responder because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the responder has made such an examination.

## **PART 3 EVALUATION OF PROPOSALS**

### **3.1 Mandatory Requirements**

JCLM will review proposals submitted to determine if the mandatory administrative and technical submission requirements listed in section two have been addressed.

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

### **3.2 Presentation**

After review of the written proposals by the evaluation committee, the JCLM may schedule times for interviews o personnel assigned to this project. During these presentations, the respondent(s) may be asked to provide an overview of their written proposal, answer questions and/or provide clarifications.

### **3.3 Qualitative Elements**

Once it is determined that the proposal meets the mandatory administrative and technical requirements, the following qualitative elements of the proposal will be evaluated based on the scoring methodology identified in section 3.4. (Attachment A)

- (a) Overall Approach
- (b) Responders understanding of the requirements
- (c) Clarity of Submission
- (d) Professional experience and references of the responder
- (e) Professional experience and references of the personnel
- (f) Quality of list of references from current clients for whom similar services have been provided.
- (g) Level of positive feedback from responder references.
- (h) Level of positive feedback from personnel references.
- (i) Appropriateness of the proposed fee structure

### 3.4 Scoring

Once it is determined that a proposal contains the mandatory administrative and technical submission requirements, the qualitative elements of the proposal will be scored on the Vendor Evaluation Form using a scale of outstanding, very good, fair and poor. (Attachment A)

### 3.5 Debriefing Procedure

JCLM contracting personnel will send letters indicating the proposal selected for contract award.

<b>PART 4 PROPOSAL CONTENTS</b>
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**Responders shall submit the following required documentation. The state reserves the right to disqualify any proposal which does not include the required documentation.**

#### 4.1 Administrative Documentation

The following administrative documentation shall be included with the proposal:

- (a) Proposals must be sent in a sealed envelope to the Office of Legislative Management, Room 5100; Legislative Office Building, Hartford, Connecticut 06106 to the attention of Tina Nadeau Mohr;
- (b) Please note only written proposals will be accepted;
- (c) Copies: An original and three (3) copies of your proposal must be submitted.
- (d) The responder must indicate on the front of the envelope:

**SEALED PROPOSAL:** PeopleSoft Consultant

**DEADLINE FOR RECEIPT:** June 30, 2008 at 12:00 pm (noon)

- (e) Responder experience and references: Evidence of company's experience, references, and a description of the firm;

- (f) Personnel experience and knowledge: Provide list of personnel, discussion of experience and resumes for personnel assigned to the project;
- (g) Notarized Proof of Authorization: The responder must submit a form of a notarized proof of authorization. The responder has the option of satisfying this requirement by either submitting a corporate resolution or proof of authorization. The responder is not required to use the wording provided in the attachment but must ensure that all the information is included with the document meant to satisfy this requirement as indicated (Attachment B).
- (h) Certification Form. (Attachment C)
- (i) Proposal Pricing Page. (Attachment D)
- (j) Vendor profile. (Attached H)
- (k) W-9 form. (Attached I)
- (l) Gift and Campaign Contribution Ban Acknowledgement Form (CCBA): The responder must complete and submit the Gift and Campaign Contribution Ban Acknowledgement Form pursuant to Public Act 07-1 and Conn. Gen. Stat. Sec. 4-252. The planning date which should be referenced in the affidavit is January 2, 2008. Please refer to the following website for additional information: <http://www.cga.ct.gov/olm/bids2.asp> (Attachment E.)

## **4.2 Technical Documentation**

The following technical documentation shall be included with the proposal:

- (a) Statement of ability to satisfy the specific project requirements listed below:
  1. Experience and expertise in the implementation of PeopleSoft Asset Management, eProcurement, Strategic Sourcing, and Supplier Contracts;
  2. Experience and expertise in the implementation of The upgrade of Purchasing, Accounts Payable, and General Ledger.
  3. Lead business analysis phase and conduct product fit/gap analysis;
  4. Business processes requirement documentation;
  5. Application configuration and documentation;
  6. Develop user acceptance test plans;
  7. Conduct end-user training;
  8. Coordinate/facilitate user acceptance testing phase with end users;
  9. Develop UPK content to provide business process documentation, test plan generation, and training simulations;
  10. Provide management and oversight in the implementation of new modules and upgrade of existing modules.

(b) Statement of methodology to provide the following deliverables along with tentative completion dates and estimated cost for the following deliverables:

1. Analysis of Current Business Processes: Identify all business processes that relate to the Financials System. Documentation should illustrate the steps involved in each process, the flow of information, and reporting and data requirements. This phase of the analysis will also focus on defining the business processes and requirements related to new modules.
2. Fit/Gap Analysis: Identify how CGA's processing requirements shall be met by PeopleSoft version 9.0 as well as identify those requirements that cannot be met through the configuration of the software. Each gap shall be detailed and a plan for resolving it will be identified.
3. Business Process Design: Define and detail how each business process shall be accomplished with PeopleSoft version 9.0. Documentation should illustrate the steps involved in each process, the flow of information, along with any specific reports needed.
4. System Configuration: Define and document how PeopleSoft version 9.0 will be configured to meet CGA's processing requirements. Perform the system configuration after the technical upgrade has been completed.
5. User Acceptance Test Plan: Work with the Office of Legislative Management's employees to develop a test plan. The test plan will be executed by OLM personnel during the user acceptance testing phase of the project. The test plan will be comprehensive and ensure that all business processes are thoroughly tested and evaluated.
6. Procedures Manual: Create a user's manual detailing the procedures for performing financial transactions in the system, running reports, and the like. The expectation is that procedures will be documented utilizing the Oracle UPK and therefore proficiency with this tool will be required.
7. End-User Training: Training simulations and training documentation developed utilizing the UPK are required. Proficiency with the Oracle UPK will be required.

(c) Statement of resources to accomplish all the items listed above.

#### **4.3 Documentation Subsequent to Contract Award**

The following shall be provided subsequent to the contract award.

- (a) Insurance Certificate: Please see minimum required levels listed in attachment E. The responder must name the JCLM as an additional insured;

- (b) Nondiscrimination Certification: Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attachment F is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities. (Attachment F)

## **PART 5 CONTRACTUAL PROVISIONS**

### **5.1 Contract Conditions**

#### **5.1.1 Campaign Contribution Ban Acknowledgement (CCBA)**

With regard to a state contract as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements of contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the state's solicitation shall submit the signed CCBA Form, included in this RFP, which expressly acknowledges receipt of the State Elections Enforcement Commissions' notice advising state contractors of state campaign contributions and solicitation prohibitions, and that the proposer will inform its principals of the contents of this notice.

#### **5.1.2 Gift**

Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in section (c) and (d) of the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

- (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.
- (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. These certifications are listed in the RFP on Attachment F.
- (c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:
  - i. That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing

arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

- ii. That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
- iii. That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is January 2, 2008.

## **5.2 Formation of a Contract**

Upon acceptance of the proposal, JCLM will initiate the contract process.

### **5.2.1 Contract Creation**

This section serves as a notification to contractor that:

- (i) the state's acceptance of the proposer offer to furnish the services required in this RFP shall result in a contract between the contractor and the state which shall bind the contractor on his part to furnish and deliver said services at the prices specified in said proposal, except as modified through negotiations between the state and the contractor, and the state on its part to order from the contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, the services provided for in this RFP; and



(ii) all the provisions of this RFP shall be included in the terms and conditions of said contract, except to the extent provided otherwise in an agreement executed by the state and the contractor subsequent to the receipt of said proposal by the state.

### **5.2.2 Contract Execution**

The contractor shall execute a formal contract with the State of Connecticut for the complete performance specified therein. This contract is considered executed once the contract is signed by the contractor and the State.

### **5.2.3 Term of Contract**

The term of the contract shall begin upon the contract execution and end upon completion of the work detailed in this request for proposals. The state reserves the right to extend or terminate the contract, if needed.

### **5.2.4 Modification**

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

### **5.2.5 Transfer**

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

### **5.2.6 Governing Law:**

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

Notwithstanding any provision or language in this contract to the contrary, the state may terminate this contract whenever it determines that such determination is in the best interests of the state. Any such termination shall be effected by delivery to the contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the contractor's address furnished to the state for purposes of correspondence or by hand delivery. Upon receipt of such notice, the contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing his duties under this contract, whether completed or in progress. All such documents,

information, and materials shall become the property of the state. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the state, however, no compensation for lost profits shall be allowed.

## **5.3 Contract Breach**

### **5.3.1 Failure to Perform**

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

### **5.3.2 Rejection**

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

### **5.3.3 Cancellation**

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

## **5.4 Accounting Records**

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

## **5.5 Work Product**

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

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

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

## **5.6 Renewal of Contract**

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

## **5.7 Contractor Guarantees**

- (a) The contractor hereby agrees and guarantees to perform any contract awarded in accordance with the specifications, terms and conditions contained in this RFP.
- (b) The contractor shall indemnify, defend and hold harmless the state and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively, the "Acts") of the contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or the contract. The contractor shall use counsel reasonably acceptable to the state in carrying out its obligations under this section. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.
- (c) The contractor shall reimburse the state for any and all damages to the real or personal property of the state caused by the acts of the contractor or any contractor parties. The state shall give the contractor reasonable notice of any such claims.
- (d) The contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the state is alleged or is found to have contributed to the acts giving rise to the claims.
- (e) The contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient commercial general liability insurance to satisfy its obligations under this contract. The contractor shall name the State as an additional insured on the policy and shall provide a certificate of insurance or a copy of the policy to the State prior to the effective date of the contract. The contractor shall not begin performance until the delivery of the policy to the CGA.

- (f) The rights provided in this section for the benefit of the state shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (g) This section shall survive the termination, cancellation or expiration of the contract, and shall not be limited by reason of any insurance coverage.

## **5.8 Freedom of Information**

### **5.8.1 Freedom of Information Act**

Due regard will be given to the protection of proprietary information contained in all proposals received; however, contractors should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations resulting therefrom.

### **5.8.2 Proprietary Information**

It will not be sufficient for a contractor to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a contractor believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

### **5.8.3 Administrative Authority**

Between the contractor and the state, the final administrative authority to release or exempt any or all material so identified rests with the state.

## **5.9 Human Rights and Opportunities**

### **5.9.1 Required Compliance with Human Rights and Opportunities Regulations**

Any contractor must agree to comply with the statutes referred to in this section as they exist on the date of the contract that results from this proposal and as they may be adopted or amended from time to time during the term of the contract and any amendments thereto.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-60, 4a-60a, 46a-71(d), 46a-81i(d).

**5.9.2 Nondiscrimination and Affirmative Action Provisions in contracts of the state and political subdivisions other than municipalities. (Conn. Gen. Stat. 4a-60)**

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as contractor and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) Who have the power to direct the management and policies of the enterprise and

(3) Who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**5.9.3 Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation. (Conn. Gen. Stat. 4a-60a)**

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers'

representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

#### **5.9.4 Discriminatory Practices by State Agencies (Conn. Gen. Stat. 46a-71(d))**

Every state contract or subcontract for construction on public buildings or for other public works or for goods and services shall conform to the intent of section 4a-60 and 4a-60a.

#### **5.9.5 Sexual orientation discrimination: Services of state agencies.(Conn. Gen. Stat. 46a-81i(d))**

Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60a.

#### **5.9.6 Enforcement (Conn. Gen. Stat. 46a- 56(a))**

(a) The commission shall:

- (1) Investigate the possibilities of affording equal opportunity of profitable employment to all persons, with particular reference to job training and placement;
- (2) Compile facts concerning discrimination in employment, violations of civil liberties and other related matters;
- (3) Investigate and proceed in all cases of discriminatory practices as provided in this chapter and noncompliance with the provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes;

- (4) From time to time, but not less than once a year, report to the Governor as provided in Section 4a-60 of the Connecticut General Statutes, making recommendations for the removal of such injustices as it may find to exist and such other recommendations as it deems advisable and describing the investigations, proceedings and hearings it has conducted and their outcome, the decisions it has rendered and the other work it has performed;
  - (5) Monitor state contracts to determine whether they are in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes and all other provisions of the general statutes which prohibit discrimination; and
  - (6) Compile data concerning state contracts with female and minority business enterprises and submit a report annually to the General Assembly concerning the employment of such business enterprises as contractor and subcontractor.
- (b) The commission may, when it is deemed in the best interests of the state, exempt a contractor from the requirements of complying with any or all of the provisions of Section 4a-60, 4a-60a, 46a-68c, 46a-68d or 46a-68e of the Connecticut General Statutes in any specific contract. Exemptions under the provisions of this section may include, but not be limited to, the following instances: (1) If the work is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved; (2) those involving less than specified amounts of money or specified numbers of workers; (3) to the extent that they involve subcontracts below a specified tier. The commission may also exempt facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract, provided such an exemption shall not interfere with or impede the effectuation of the purposes of this section and Sections 4a-60, 4a-60a, 4a-60g, 4a-62 and 46a-68b to 46a-68k, inclusive, of the Connecticut General Statutes.
- (c) If the commission determines through its complaint procedure that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Sections 4a-60, 4a-60a, 46a-68c, 46a-68d, 46a-68e or 46a-68f of the Connecticut General Statutes, (A) the state shall retain two per cent of the total contract price per month on any existing contract with such contractor and (B) the contractor shall be prohibited from participation in any further contracts with state agencies until: (i) the expiration of a period of two years from the date of the finding of noncompliance or (ii) the commission determines that the contractor has adopted policies consistent with such statutes. The commission shall make such a determination as to whether the contractor has adopted such policies within forty-five days of its determination of noncompliance. In addition, the commission may do one or more of the following: (1) publish or cause to be published, the names of contractor or unions which it has found to be in noncompliance with such provisions; (2) notify the Attorney General that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Sections 4a-60 or 4a-60a of the Connecticut General Statutes, appropriate proceedings should be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or



indirectly, compliance with the provisions of said Sections 4a-60 of 4a-60a of the Connecticut General Statutes; (3) recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964, when necessary; (4) recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the commission as the case may be; (5) order the contracting agency to refrain from entering into further contracts, or extension or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the commission that such contractor has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes. The commission shall adopt regulations in accordance with Chapter 54 of the Connecticut General Statutes to implement the provisions of this section.

- (d) If the commission determines through its complaint procedure and after a hearing held in accordance with Chapter 54 of the Connecticut General Statutes that, with respect to a state contract, a contractor, subcontractor or supplier of materials has (1) fraudulently qualified as a minority business enterprise or (2) performed services or supplied materials on behalf of another contractor, subcontractor or supplier of materials knowing (A) that such other contractor, subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under Section 4a-60 or 4a-60a of the Connecticut General Statutes, and (B) that such services or materials are to be used in connection with a contract entered into pursuant to Section 4a-60g(b) of the Connecticut General Statutes it shall assess a civil penalty of not more than ten thousand dollars upon such contractor, subcontractor or supplier of materials. The Attorney General, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered shall be deposited in a special fund and shall be held by the Treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of Chapter 54 of the Connecticut General Statutes, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor, subcontractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in Section 32-9n(a) of the Connecticut General Statutes.

### **5.9.7 Contractor required to file compliance reports (Conn. Gen. Stat. 46a-68e)**

Each contractor shall file, and shall cause each of his contractor to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe.

### **5.9.8 Compliance reports to include labor union practices: (Conn. Gen. Stat. 46a-68f)**

Whenever the contractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include information pertaining to such labor union's or agency's practices and policies affecting compliance, as the commission may prescribe; provided, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency refuses to furnish information to the contractor, the contractor shall so certify to the commission as part of its compliance report and shall set forth what efforts have been made to obtain such information.

### **5.9.9 Labor Reporting:**

The contractor also agrees to make available to the State Department of Labor a listing of all available employment openings for the purpose of carrying out the terms of the contract.

### **5.10 Executive Orders**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. Proposers may receive copies of these documents upon request.

## **PART 6 PROCUREMENT SCHEDULE**

### **6.1 Issue the RFP**

The RFP will be issued by May 29, 2008.

### **6.2 Deadline for Questions**

All questions must be submitted in writing by June 9, 2008 at 12:00 pm (noon). These submissions must be addressed to the attention of Tina Nadeau Mohr at the Office of Legislative Management; Legislative Office Building; Room 5100, Hartford, CT 06106-1591; [tina.mohr@cga.ct.gov](mailto:tina.mohr@cga.ct.gov).

### **6.3 Amendments to Request for Proposal**

All amendments to the RFP and response to written questions will be published no later than 5:00 pm on June 11, 2008.

## **6.4 Proposal Delivery**

All sealed proposals must be delivered by June 30, 2008 by 12:00 pm (noon) to the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut

## **6.5 Presentations**

Those vendors submitting proposals may be contacted for a time to make presentations to provide an overview of their written proposal, answer questions and/or provide clarifications.

## **6.6 Contract Award and Process**

All contractors who submitted proposals in response to this RFP will be notified in writing once the successful proposal is chosen.

<b>PART 7 RESERVED RIGHTS</b>
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## **7.1 Rights**

### **7.1.1 Amendment or withdrawal of proposal**

The state reserves the right to amend and/or cancel this RFP at any time prior to the proposal opening, and to correct any award erroneously made as a result of clerical error on the part of the state.

### **7.1.2 Refusal of Proposal**

The state reserves the right to refuse any and all proposals hereunder. The state may refuse any proposal that does not meet the entire RFP.

### **7.1.3 Public Inspection**

All proposals are subject to public inspection upon award.

### **7.1.4 Advertising**

No logos, advertising or proprietary information are allowed on products installed at the State Capitol Facilities.

## **7.2 Disqualification for submitting Proposals**

### **7.2.1 Disqualification from submitting proposals for contracts. Suspension (Conn. Gen. Stat. 2-71r)**

(a) The Joint Committee on Legislative Management may disqualify any person, firm or corporation, for up to two years, from submitting a proposal for, applying for, or participating as a subcontractor under contracts with the legislative department, pursuant to Section 2-71p of the Connecticut General Statutes, for contractual services required by the legislative department, for one or more causes set forth under subsection (c) of this section. The committee shall provide notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The committee shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the person, firm or corporation is being disqualified, the period of such disqualification. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183 of the Connecticut General Statutes.

(b) Before initiating such a proceeding or during the proceeding, the committee may suspend the person, firm or corporation from being considered for the awarding of such a contract for such contractual services, if the committee determines that there is probable cause for disqualification under section 7.2.1. No such suspension shall exceed three months. The committee may suspend such a person, firm or corporation only by issuing a written decision setting forth the reasons for, and the period of, the suspension. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested.

(c) Cause for disqualification or suspension from submitting proposals shall include the following:

- (1) Conviction or entry of a plea of guilty for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) Conviction or entry of a plea of guilty under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor(s);
- (3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;
- (4) Noncompliance with contract provisions, of a character regarded by the committee to be of such gravity as to indicate a lack of responsibility to perform as a state contractor(s), including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;

(5) Recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor(s) or supplier; or

(6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state contractor(s), including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts.

### **7.2.2 Reduction of Disqualification Period**

The committee may reduce the period or extent of disqualification, upon the contractor(s)'s request, supported by documentation, for the following reasons:

- (a) Newly discovered material evidence
- (b) Reversal of the conviction upon which the disqualification was based;
- (c) Bona fide change in ownership or management;
- (d) Elimination of other causes for which the disqualification was imposed; or
- (e) Other reasons the committee deems appropriate.

### **7.2.3 Disqualification Exception**

The committee may grant an exception permitting a disqualified contractor(s) to participate in a particular contract or subcontract upon a written determination by the committee that there is good cause, in the interest of the public, for such action.



**VENDOR EVALUATION FORM  
ATTACHMENT A**

PeopleSoft Consultant  
JCLM08REG0117

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

**Title:** PeopleSoft Consultant  
**Name of Vendor:** \_\_\_\_\_  
**Evaluation Contact:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

	Outstanding	Very Good	Fair	Poor
1. Overall Approach				
2. Responders understanding of the requirements				
3. Clarity of Submission				
4. Professional experience and references of the responder				
5. Professional experience and references of the personnel				
6. Quality of list of references from current clients for whom similar services have been provided.				
7. Level of positive feedback from responder references.				
8. Level of positive feedback from personnel references.				
9. Appropriateness of the proposed fee structure				



**CORPORATE RESOLUTION AND  
PROOF OF AUTHORIZATION  
FORM**

**ATTACHMENT B**

PeopleSoft Consultant  
JCLM08REG0117

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

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

**SAMPLE CORPORATE RESOLUTION**

CERTIFICATION OF AUTHORITY

(DATE)

At a meeting of the Directors of (insert company name) duly called and held at (insert location of meeting) (*location of meeting*) on \_\_\_\_\_ (*day of meeting*) day of \_\_\_\_\_ (*date of meeting*), at which a quorum was present and acting, it was VOTED that  
\_\_\_\_\_  
(*name of authorized signer*), the  
\_\_\_\_\_  
(*title of authorized signer*) of the Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver in behalf of this Corporation a contract for \_\_\_\_\_ (*description of project or services*) with the Connecticut General Assembly, Joint Committee on Legislative Management in connection with said contract.

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

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

Attest:

(*Affix Corporate Seal Here*)

Date: (*Date of meeting*)

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

(*Printed Name of Clerk*)

Clerk

**SAMPLE PROOF OF AUTHORIZATION**

PROOF OF AUTHORIZATION

*(LOCATION)*

*(DATE)*

On this \_\_\_\_\_ *(day of authorization)* day of \_\_\_\_\_ *(date of authorization)*,  
before me personally came \_\_\_\_\_ *(name of authorized signer)*, to me known, who being by me duly sworn, did state he resides in  
\_\_\_\_\_ *(state of residence)*; that he is the \_\_\_\_\_  
*(title of authorized signer)* of \_\_\_\_\_ *(company name)*; and  
that he has authorization to submit this proposal and enter into a contract for  
\_\_\_\_\_ *(description of services or project)* .

Attest:

*(Affix Corporate Seal Here)*

Date: *(Date of notary signature)*

*(Signature of Notary)*

*(Printed Name of Notary)*

Notary Public, *(State of Commission)*

Commission Expires: *(Date commission expires)*





**CERTIFICATION FORM**

**ATTACHMENT C**

PeopleSoft Consultant  
JCLM08REG0117

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

**IN WITNESS WHEREOF**, the undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish these services and/or commodities to the General Assembly as listed in the Request for Proposal in accordance with the following guidelines:

Independent Price Determinations and Offer of Gratuities:

1. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other organization or to any competitor;
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;
4. The Proposer has no knowledge of the specific Proposal contents prior to actual receipt of the Proposal;
5. The Proposer certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities in excess of those allowed under Chapter 10 of the Connecticut General Statutes (Code of Ethics for Public Officials) were either offered to or received by any of the aforementioned officials or employees from the Contractor's agent or the Contractor's employee(s).

The Proposer agrees to furnish these services and/or commodities to the Connecticut General Assembly as listed in the Request for Proposal at the prices indicated on Attachment E.

**SIGNED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_

Company: \_\_\_\_\_

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

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

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

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

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

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



**PROPOSAL PRICING PAGE**

**ATTACHMENT D**

PeopleSoft Consultant  
JCLM08REG0117

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

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TOTAL COST = \$ \_\_\_\_\_

Standard payment terms are net 45 days. Please indicate any early payment discount terms that would be applicable to this project: \_\_\_\_\_ % Discount, \_\_\_\_\_ Days.

**The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith to furnish these services and/or commodities to the General Assembly as listed in the Request for Proposal at the prices proposed therein.**

Company: \_\_\_\_\_

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

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

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

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

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

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

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



**GIFT AND CAMPAIGN  
CERTIFICATION**

**ATTACHMENT E**

PeopleSoft Consultant  
JCLM08REG0117

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

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar year or fiscal year, pursuant to Connecticut General Statutes 4-250, 4-252, 9-612 and as amended by Public Act 07-1.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

**CHECK ONE:**

- Initial gift and campaign contribution certification.
- Annual update of initial gift and campaign contribution certification. (Multi-year contracts only.)

**CERTIFICATION:** [ Number of Certifications Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no **gifts** were made, as defined and described in C.G.S. §§ 4-250(1) and 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, **except for the gift(s) listed below:**

<u>Date of Gift</u>	<u>Name of Gift Giver</u>	<u>Name of Recipient</u>	<u>Value Gift Description</u>

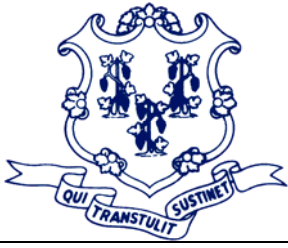
I further certify that neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, know of any action by such contractor to circumvent the above prohibition on **gifts** by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in C.G.S. § 4-250(c). I further certify that, on or after December 31, 2006, neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any **campaigns** of candidates for statewide public office or the General Assembly. I further certify that the contractor made the bid or proposal without fraud or collusion with any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ Printed Contractor Name	_____ <b>Signature of Authorized Official</b>	_____ <b>Date</b>
_____ Federal Employer ID Number (FEIN) or Social Security Number (SSN)	_____ Printed Name of Authorized Official	
<u>Joint Committee on Legislative Management</u> Awarding State Agency	<u>January 2, 2008</u> Start Date of Agency Planning	_____ Contract Execution Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court or Notary Public**



**NONDISCRIMINATION  
CERTIFICATION**

**ATTACHMENT F**

PeopleSoft Consultant  
JCLM08REG0117

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

*(To be completed by **corporate or other business entity** regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I \_\_\_\_\_ (signer’s name), \_\_\_\_\_ (signer’s title)  
of \_\_\_\_\_ (name of entity), an entity lawfully organized and existing under the laws  
of \_\_\_\_\_ (name of state or common-wealth), do hereby certify that the  
following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
the governing body of \_\_\_\_\_ (name of entity), in accordance with all of its  
documents of governance and management and the laws of \_\_\_\_\_ (name of state or  
commonwealth), and further certify that such resolution has not been modified, rescinded or revoked, and is, at  
present, in full force and effect.

RESOLVED: That \_\_\_\_\_ (name of entity) hereby adopts as its policy to  
support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-  
60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and  
10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

By : \_\_\_\_\_  
Print Name:

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

*(To be completed by **individual contractor** regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I \_\_\_\_\_ (signer's name) of \_\_\_\_\_ (business address) am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for \_\_\_\_\_ (If available, insert "Contract No. \_\_\_\_"; otherwise generally describe goods or services to be provided). In order to induce the State to consummate said contract, I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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



## INSURANCE REQUIREMENTS

### ATTACHMENT G

PeopleSoft Consultant  
JCLM08REG0117

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

**Please Note:** An insurance certificate is not required to be submitted with the proposal but is required upon contract award.

1. The successful proposer shall carry in force for the duration of this agreement the following insurance:
  - (a) All statutory insurance, i.e. worker's compensation and unemployment insurance.
  - (b) Bodily injury, occupational sickness or disease, or death of his employees; bodily injury, sickness or disease, or death of any person other than his employees and claims insured by usual personal injury liability coverage.
  - (c) Damage because of injury to, disappearance, or destruction of tangible property, including the loss of use resulting therefrom.
  - (d) Professional Liability
2. The Comprehensive General Liability Limits Shall Be:

Bodily Injury:	\$500,000 each person, \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
3. Automobile and/or truck use on the premises for deliveries, etc., shall require Comprehensive Automobile Insurance with coverage not less than:

Bodily Injury:	\$500,000 each person, \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
4. Professional Liability including environmental coverage not less than (if applicable):

Ea. Claim	\$1,000,000
Aggregate	\$2,000,000
Ea. Claim Ded.	\$25,000

For this professional liability coverage, the aggregate limit is the total insurance available for claims presented within the policy period for all operations of the insured. This limit will be reduced by payments of claims & expenses. This insurance is not for a specific project.
5. The insurance certificate shall indicate that the contractor name the Joint Committee on Legislative management as an additional insured and shall defend and save harmless the Joint Committee on Legislative Management from actions, suits, or other legal proceedings that may be instituted on such claims or demands.
6. The insurance certificate shall also indicate that policies may not be canceled without at least 15 days prior notice to the Joint Committee on Legislative Management.
7. The successful vendor shall deliver to the Joint Committee on Legislative Management all required certificates of insurance upon award of the contract as well as an endorsement indicating that the Joint Committee on Legislative management has been added to the policy as an additional insured

**STATE OF CONNECTICUT - AGENCY VENDOR FORM**

SP-26NB Rev. 4/03

**IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.****READ & COMPLETE CAREFULLY**

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
VENDOR ADDRESS		STREET	
		CITY	
		STATE	
		ZIP CODE	
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS		STREET	
		CITY	
		STATE	
		ZIP CODE	
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE:		Ext. #	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
<b>← SIGN HERE</b>			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
<b>FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI
<b>If EDI was selected, give us a person to contact in your company to set up EDI:</b>			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
<b>FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL

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

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

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

Social security number
+

or

Employer identification number
+

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

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

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

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

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

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

### Nonresident alien who becomes a resident alien.

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

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

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



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

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

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

### Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

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

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

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

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

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

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

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

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

