



# CHEFA

**The Connecticut Health and Educational  
Facilities Authority  
Request for Proposal**

**ACCOUNTING & FINANCIAL  
MANAGEMENT SOFTWARE**

Financial Reporting, Budgeting, General Ledger,  
Cash Management, Fixed Assets, Accounts  
Payable and Receivable System

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## **Introduction**

In accordance with the requirements in Connecticut General Statutes, Chapter 187, Section 10a-179(h)(4), the Connecticut Health and Educational Facilities Authority (the “Authority” or “CHEFA”) is requesting proposals for accounting/financial management software systems.

Proposals should highlight the full range of functions of the software systems, any third-party modules required to satisfy the functional needs of the Authority and processes related to implementation through customization if required.

### **Background Information**

The Authority is a quasi-public agency and political subdivision of the State of Connecticut and is a conduit issuer of tax-exempt bonds issued on behalf of eligible non-profits in the State of Connecticut. The Authority has two subsidiaries (component units): the Connecticut Higher Education Supplemental Loan Authority (“CHESLA”) and the Connecticut Student Loan Foundation (“CSLF”).

CHESLA issues tax-exempt bonds for the purpose of making student loans. CSLF was established as a not-for-profit for improving educational opportunity. CSLF currently services a portfolio of loans, does not offer new loans and has no employees. A third-party manages the administrative tasks related to CSLF and the financial records are managed by CHEFA.

### **Responses to the RFP**

Your company’s submission relating to the RFP should include a response to the proposal content included in the attached appendices, as well as the materials required by *Exhibits A, B, C, D and E*. *Please be sure to include the required undertakings set out in the attached appendices in your response.*

*By submitting a response to this RFP, you agree to the inclusion of the language set forth in the attached Exhibit E in any contract entered into with the Authority in connection with this RFP.*

*If you cannot include Exhibit E, please do NOT reply to this RFP.*

## **Section 1 – Project Overview**

The Authority is requesting proposals for a replacement accounting financial management software system. Currently, the Authority is using **Tom Software System 7 (22 SPEED 6.0.100316; Genesistems, Inc.)** for general ledger, accounts payable and receivable and investments. The desired software system would be a turn-key system (with capabilities for customization) to provide integrated solutions for the existing functions in accounting (G/L, A/P, A/R), and including budgeting, cash management, fixed assets, bank reconciliation, financial reporting, etc., with detailed budget and expense reporting and the ability to import or export data. The Authority may also be interested in additional modules for billing/invoicing (which may need to be customized), human resources, project accounting and inventory.

## **General Proposal Requirements**

- Vendors will be required to submit their proposals on the forms provided in the appendices of the request for proposal (RFP) with pricing amounts detailed by module.
- Pricing should include broken out detail on all costs related to software, required hardware, conversion of existing data, installation, training, final implementation and annual support costs.
- Vendors, who choose to submit a joint RFP by combining various software packages, must submit a single RFP detailing the responsible vendor for each module.
- Vendors selected by the Authority shall provide a demonstration of programs proposed during the RFP evaluation process.
- Vendors may be required to provide a database schema showing table contents and inter-relationships, as well as a database table and field listing and definitions.

The Authority will select the successful proposal based upon several evaluation factors including, but not limited to: criteria outlined in the RFP; effective integration of modules; evidence of company stability; conversion, training and implementation plan; technical support; and price. The selection of finalists and the final award will be decided based on the proposal submitted by a qualified vendor that best meets the needs of the Authority as determined by the Authority. The Authority reserves the right to reject any or all proposals.

The Connecticut Health and Educational Facilities Authority is looking for an accounting financial management software system and vendor that will provide:

- full integration between financial modules, open integration with other systems (with a non-proprietary or SQL back-end);
- compatibility, without substantial reliance on, MS Office tools;
- single entry of information (with use in multiple modules);
- Windows client, ease of use, ability drill-down and view multiple levels of account detail on screen;
- real-time processing, real-time backup, transactional database user customization of fields, reports;
- import of banking, general ledger and other types of transactions;
- robust budgeting and integrated (preferred) reporting capabilities and/or easy export of all data for analysis;
- reliable and responsive support, company growth and stability, deployment of software for similar sized applications; and
- client/server based (updates pushed to server, server pushes to clients).

## **Section 2– Project Scope and Current Systems**

The RFP defines 7 (seven) required modules. The Authority, under general selection criteria of product, service, reputation, and pricing will review required modules. The Authority reserves the right to procure other modules as separate decisions.

The needs of the Authority are broken down into the following system groups:

### **General Financial Modules**

1. General Ledger
2. Budgeting
3. Accounts Payable
4. Accounts Receivable
5. Cash Management
6. Fixed Assets (CHEFA, CHESLA only)
7. Financial Reporting

With each of these groups there should be robust controls to drill down levels and robust reporting platforms. The current environment relies heavily on handling data manually to do reporting in cumbersome spreadsheet applications.

It is anticipated that there will be three (3) “power” users in the system that will conduct the daily work of the accounting/finance functions. There may be up to two (2) end users that will need robust reporting, review (and potential authorization/approval) and the full scope of budgeting and financial reporting access. View only access for auditors may be required. The Authority has a total of 21 employees (including CHESLA staff). All accounting functions are performed by CHEFA.

Consideration for the three entities should be made with regard to data entry, reporting and the management of the three vendor/client databases (currently separate) or shared master lists.

### **Authority’s Current Financial Management System**

The Authority manages modules for general ledger, accounts payable/receivable and a custom investment module. The current custom investment module will not be integrated with the Authority’s new system during implementation. However, transactions from this module will need to be incorporated into this new solution. A description of the Bond “Investment” Module is provided in Appendix D.

The Authority operates predominantly on cash basis. Accruals are most often limited to year end transactions. The Authority does amortize a considerable number of pre-paid services monthly.

The current system is operating on premise installed on a stand-alone Virtual Machine (VM). End users are operating in a Virtual Desktop Infrastructure (VDI). We currently work with a local developer who maintains the system, version updates as well as customization. The Authority has internal information systems staffing.

### **Current Software Products and Need for Data Conversion**

<b>Description</b>	<b>Current Software</b>	<b>Data Conversion Needs</b>
General Ledger	Tom Software	G/L Chart of Accounts, historical financials, year-to-date transactional data
Budgeting	N/A	Current budget files are in Excel
Accounts Payable	Tom Software	Vendor files
Accounts Receivable	Tom Software	A/R customer files
Cash Management	N/A	Reconciliations are in Excel
Fixed Assets	N/A	Current asset lists and depreciation is in Excel
Financial Reporting	Tom Software & MS Office applications	Incorporating External Reports

### **Desired Module Data Distribution and Interface for each Agency**

(For required and possible modules)

	General Ledger*	Accounts Payable*	Budgeting	Fixed Assets	Accounts Receivable
Budgeting	X	X		X	X
Cash Management	X	X			X
Fixed Assets**	X	X	X		

*\*Vendor/Customer lists should be pulled from the same set of data.*

*\*\*CSLF does not require fixed assets or inventory.*

### **Authority's Current Annual Activity Level**

#### **GL TRANSACTIONS WILL INCLUDE INVESTMENTS.**

The Authority is a quasi-public State of Connecticut agency. The growth in the number of Authority employees (21-22) and specifically the system users will be minimal (3-5).

ITEM:	ACTIVITY LEVEL		
	CHEFA	CHESLA	CSLF
Estimated number of General Ledger accounts	2959*	674	139
Estimated number of General Ledger transactions	12965*	15284	1355
Estimated annual number of Cash Receipt transactions	846		
Estimated number of Payables/Checks issued	2909	492	146
Estimated number of Year End Auto Generated entries	402	100	

*\*A substantial number of the accounts/transactions are related to the multiple bond issue accounts.*

### **System and Network Requirements**

The system should be capable of running on a virtual Microsoft Windows server (version: 2016 Standard) and connect to a nonproprietary or shared MS SQL 2017 database server.

Client software must be able to run on WIN7 x64 clients. The system must support a hierarchal security structure with internal security access controls to various modules. The system should ideally be fully integrated with Microsoft Active Directory. If not, a description must be provided regarding the user management/security infrastructure.

Preference will be given to systems that are able to run as one integrated system in a shared virtual environment using a nonproprietary or MS SQL database.

Please explain additional hardware needs or differences if any with as much detail as possible, as part of the vendor response.

System should allow backup software to backup the database while in use.

Standard Windows network printers must be supported without requiring specialized drivers. Electronic Forms should be supported on copiers and printers using PCL language. If specialized drivers are required, please provide a detailed description.

### **Section 3– Project Timeline**

The objective of this RFP is to solicit proposals from vendors that can provide an integrated, fully developed, and previously implemented accounting financial management software system. The Authority *will* consider both on premise and web-based platforms with preference for systems that can be customized and have robust capabilities for budgeting and reporting.

#### **Tentative Acquisition Timeline**

The Authority intends to complete the selection process using the following schedule. However, the Authority reserves the right to adjust or reschedule milestones as necessary. Any changes to the schedule will be posted on the State DAS procurement website and the Authority's website.

Release Request for Proposal	August 1, 2018
Vendor Questions Due	August 8, 2018
Answers to RFP Questions E-mailed and posted on Authority Web-site	August 17, 2018
<b>Vendor Proposal Responses Due</b>	<b>Submissions are to be received by Friday, August 24, 2018 no later than 3pm</b>
Vendor Interviews Complete, no later than	September 14, 2018
Vendor Demonstrations Complete, no later than	October 5, 2018
Final Selection	October 17, 2018
Implementation, test setup / Training Begins, no later than	November 1, 2018
Production go live	April 1, 2019

## Section 4 – Vendor Instructions

### Selection Process

The Authority will conduct the selection of the system consultant. Evaluation of companies will include, but will not be limited to technical expertise, the recommended scope/infrastructure to be provided, the experience of the company and employees to be assigned to the build, Connecticut presence and other value added services that may be provided.

### RFP Format and Submission Requirements

The Authority must receive electronic responses to this RFP no later than the date specified in Section 3. Proposals received after the due date will not be accepted. No additional time will be granted to any vendor unless by addendum to this RFP.

Please submit a copy of your company's response to this RFP, via email, **no later than August 24, 2018 at 3:00 p.m.** in Word or PDF format to the following individuals:

<u>Name</u>	<u>Email</u>	<u>Phone</u>
Cynthia Peoples	<a href="mailto:cpeoples@chefa.com">cpeoples@chefa.com</a>	(860) 761-8421
JoAnne Mackewicz	<a href="mailto:jmackewicz@chefa.com">jmackewicz@chefa.com</a>	(860) 761-8418
cc: Debra Pinney	<a href="mailto:dpinney@chefa.com">dpinney@chefa.com</a>	

**Please direct any questions via email, no later than August 8, 2018, to Cynthia Peoples.**

The Authority will not be liable for any cost incurred in connection with responding to this proposal. Respondents acknowledge that the Authority is a political subdivision and that proposals are subject to the Freedom of Information Act of the State of Connecticut.

The RFP response should adhere to the following format:

Section	Title	Contents
Section 1	Executive Summary	Overview description of proposed solutions, vendor experience, and contact information (one page).
Section 2	Requirements	Completed Requirements documents ( <b>Appendix D</b> ) in MS Word format. The vendors should provide a ranking of 1, 2, 3 or 4 as described in Section 5. Vendors must also provide a short description of how each functional requirement can be supported with the software.
Section 3	Pricing	Estimates that include pricing for software, maintenance, and implementation services, which includes installation, configuration, training, and data conversion (list amount of data to be converted for each system).  Use Detailed Bid Response from the RFP <b>Appendix B</b> .
Section 4	Implementation Methodology	A summary of implementation methodology that includes a detailed boilerplate implementation plan (limit 10 pages).  Include a proposed plan for implementation of modules in a phased approach.



<b>Section 5</b>	<b>Support Strategy</b>	Description of strategy to support ongoing training and usability of the system after initial implementation as well as remote support services available (one page).
<b>Section 6</b>	<b>Other Information</b>	<b>Appendix A.</b> General Information and Overview <b>Appendix C.</b> Client Reference List <ul style="list-style-type: none"> <li>• Copy of standard vendor contract to be used for software license, services, and maintenance.</li> <li>• Copy of standard source code escrow agreement.</li> <li>• Exceptions to the Authority's RFP.</li> <li>• Proof of insurance coverage (Commercial General Liability, Workers' Compensation, Cybersecurity, Comprehensive General Liability Insurance, Umbrella, etc.)</li> <li>• Other information that may provide value to the evaluation of your software.</li> </ul>
<b>Section 7</b>	<b>State Required Contractual Documentation</b>	Exhibit A. Gift Campaign Certificate Exhibit B. Consulting Affidavit Exhibit C. SEEC Form Exhibit D. Nondiscrimination Certificate Exhibit E. <b>Must be incorporated in contractual documentation</b>

Vendors that deviate from this format may be deemed unresponsive. Proposals should be prepared simply, providing a straightforward, concise delineation of the capabilities necessary to satisfy the requirements of the RFP. Elaborate promotional materials should **not** be submitted at this time. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP and not on volume. Costs for developing proposals in response to the RFP are the obligation of the vendor and are not chargeable to the Authority. All proposals and accompanying documentation will become the property of the Authority and will not be returned.

The Authority reserves the following rights (without limitation or waiver):

**Pre-Submittal Questions.** There will be no pre-bidders conference. Questions regarding the RFP may be submitted to the Authority **by August 8, 2018** via email to [cpeoples@chefa.com](mailto:cpeoples@chefa.com).

The list of submitted questions with their respective answers will be posted to the DAS and Authority websites **by August 17, 2018**.

**RFP Amendments.** The Authority reserves the right to supplement, modify or cancel this request for proposals without notice of substitution of another such request; request clarification on any proposal or to ask respondents to supply any additional material deemed necessary to assist in the evaluation of the proposal. The Authority reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Authority also reserves the right to cancel or reissue the RFP.

**Rejection of Proposals.** The Authority reserves the right to reject any or all proposals, to waive or modify any minor informalities or irregularities contained in any proposal, and to accept any

proposal based on consideration other than cost and deemed to be in the best interest of the Authority.

**Proposal Validity Period.** Submission of a proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the Authority and the successful vendor.

**Proposal Submission Review.** The Authority reserves the right to conduct investigations relating to the qualifications of any or all respondents including requesting further documentation or clarification, if necessary and to request a face-to-face interview with the respondent (the cost associated therewith are the sole responsibility of the respondent ).

**Proposal.** The Authority reserves the right to: (i) share, with any consultant of its choosing any proposals received in connection with this RFP for purposes of evaluating the proposal, implementation of any successful proposal, or in any other manner deemed to be in the best interest of the Authority; (ii) negotiate with any respondent in any manner deemed to be in the best interest of the Authority and to re-evaluate a proposal or rescind any vendor selection if any changes in the substance of the proposal or substitution of key personnel changes are proposed or effected.

**Non-Obligation.** Receipt of proposals in response to this RFP does not obligate the Authority in any way. The right to accept or reject any proposal shall be exercised solely by the Authority. The Authority shall retain the right to abandon or revise the proposal process at any time prior to the actual execution of a contract with a vendor, and the Authority shall bear no financial or other responsibility in the event of such abandonment.

**Public Disclosure.** All materials provided to the Authority by respondents are subject to public disclosure laws.

## **Contractual Relationships with Quasi-Public Agencies**

### **1. Penalty for False Statement (C.G.S. §1-126)**

Any quasi-public agency, as defined in Section 1-120 of the General Statutes, shall require any application, agreement, financial statement, certificate or other writing submitted to such quasi-public agency with respect to any loan, mortgage, guarantee, investment, grant, lease, tax relief, bond financing or other extension of credit or financial assistance made or provided by such quasi-public agency and that provides information on which the decision of such quasi-public agency was based, to be signed under penalty of false statement as provided in Section 53a-157b of the General Statutes. CHEFA requires that proposals in response hereto be provided on the same basis.

### **2. CHEFA Gift Ban Policy (C.G.S. §§4-250 to 4-252)**

**CHEFA has adopted a gift ban policy that, with very limited exceptions, prohibits the acceptance by CHEFA employees of anything of value, from parties doing business or seeking to do business with the CHEFA.** In addition, pursuant to the State Code of Ethics, Members of the Board of Directors, as well as employees of the CHEFA, are subject to strict restrictions on the acceptance of gifts from parties doing business, or seeking to do business, with the CHEFA. **Please complete and sign the Gift and Campaign Certification attached as Exhibit A.**

3. **Consulting Agreement Affidavit (C.G.S. §4a-81)**

**Please complete and sign the Consulting Agreement Affidavit attached as Exhibit B.**

Please note that the affidavit must be updated under certain circumstances.

4. **State Election Enforcement Commission Campaign Contribution and Solicitation Ban (C.G.S. §9-612(f))**

Section 9-612(f) of the Connecticut General Statutes prohibits “principals” (AND CERTAIN FAMILY MEMBERS) of State contractors and prospective State contractors from donating and soliciting certain campaign contributions. CHEFA is required to provide all prospective State contractors with a copy of the Notice to Executive Branch state Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations which has been included as Exhibit C. **Please complete and sign page 3 of Exhibit C.**

5. **Nondiscrimination Requirements (C.G.S. Sections 4a-60 and 4a-60a)**

C.G.S. §§4a-60 and 4a-60a, as amended, require an entity or individual entering into a contract with the State or certain of its political subdivisions, including quasi-public agencies, to provide the contracting agency with a written affidavit, representation or other acceptable documentation that certifies the contractor’s compliance with the State’s nondiscrimination agreements and warranties set forth in C.G.S. §§4a-60 and 4a-60a and to periodically update such documentation. **(Please refer to the form of the required certification attached as Exhibit D.)**

6. **Contract Language**

By submitting a response to this RFP, a Proposer agrees to the inclusion of the language set forth in **Exhibit E** in any contract entered into with CHEFA in connection with this RFP.

7. **Freedom of Information Act**

CHEFA is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). A proposal submitted in response to this RFP, and any files or documents associated with the proposal, including e-mails or other electronic files, will be public records and subject to disclosure under the FOIA. See C.G.S. §§1-200, et seq. The FOIA includes exemptions for, among other things, “trade secrets” and “commercial or financial information given in confidence, not required by statute.” See C.G.S. §1-210(b). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a proposer is interested in preserving the confidentiality of any part of their proposal, it will not be sufficient to state generally in the proposal that the proposal is proprietary or confidential in nature and therefore not subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with §1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Confidential information must be separated and isolated from other material in the proposal, labeled CONFIDENTIAL, and submitted in a separate [Word document or] PDF. All proposal materials not placed in a separate [Word document or] PDF clearly marked as confidential will not be treated as confidential and will be made available for public view

upon receipt of a FOIA request. Proposers should not request that their entire proposal, nor the majority of the proposal, be confidential and CHEFA reserves the right to reject any such proposal. CHEFA has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CHEFA or any of its officers, directors or employees have any liability for the disclosure of documents or information in CHEFA's possession where CHEFA, or such officer, director or employee believes disclosure is required under the FOIA or other law.

## **Section 5 - Evaluation of Proposals**

The Authority's project team will evaluate the RFPs. The evaluators will consider how well the proposed solution meets the Authority's requirements as described in the RFP. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal.

**Evaluation Factors.** Selection of finalists will be primarily evaluated according to the following criteria:

- Quality, clarity, and completeness of the proposal. Adherence to requirements for RFP preparation. Vendor viability and strength.
- Ability to meet Authority's functional and technical requirements.
- Software scalability, flexibility, and ease of use.
- Compatibility and integration with existing hardware and software.
- Vendor's experience on similar projects.
- Software demos.
- Total cost of ownership.

The evaluation factors identified above reflect a wide range of considerations. While cost is important, other factors are also significant. The Authority may select other than the lowest cost solution. The objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget.

**Criteria.** All proposals will be evaluated using the same criteria.

1. Responsiveness of the written proposal to the purpose and scope of service.
2. Software Quality and Features: Ability of the vendor to meet the Appendix D – Vendor and System Requirements.
3. Vendor's Experience and Technical Support: Experience in successful software conversion, implementation and maintenance, as well as dedicated resources and technical support during and after implementation.
4. Software Demos: Preparedness and ability to articulate the features and integration of functions and capabilities of the system and a clear demonstration of "fit".
5. Cost: Amount of proposed cost of system, installation, conversion, training, licensing, and annual software maintenance.

**Notification.** Based on the evaluation of the RFP's, the Authority will select a Short List of three or four vendors and invite them to participate in Pre-Demo Meetings and Software Demos. The selected vendors will be notified by email by the date indicated in Section 3.

**Pre-Demo Meetings.** Once the Short List of vendors has been identified they will be invited to participate in a Pre-Demo Meeting with the Project Team. The purpose of this meeting will be to allow the vendor time to acquire additional information about the scope of the project and to review any questions about the Demo Script presented to the vendors. Customer references may be requested prior to the software demonstrations.

**Software Demonstrations.** The functional and technical product demonstrations will be presented to the Authority by the top three to four Short Listed vendors. The Authority reserves the right to require the demos to follow a pre-defined script issued by the Authority. If so, all vendors must follow this script during their Demo process. The evaluation criteria for the Demo process will include adherence to the script as well as the ability to successfully demonstrate the product's ability to meet the functional and technical requirements. The Authority reserves the right to request additional information, interviews, follow-up demonstrations, or any other type of clarification of proposal information it deems necessary to evaluate the final vendors.

**Post-Demo Technical Evaluation.** In addition to scripted functional demonstrations, the Authority may request a more extensive technical Demo. This Demo will be scheduled on an as-needed basis for the Short Listed vendors.

**Implementation Vendor Selection.** Once the Authority has completed the selection of the software they will determine if a separate implementation vendor selection project is necessary. The Authority reserves the right not to select the implementation partner that responds to the RFP or demonstrates the software on behalf of the vendor.

**Site Visits.** The Authority may choose to conduct site visit(s) to the software vendor's headquarters and/or vendor's clients as part of the evaluation process. The site visits may be used to determine the successful vendor, and will be conducted following scheduled software demonstrations of the Short Listed vendors. Evaluation of the vendor client sites will be based on the following:

- Assessment of the vendor's service during system implementation.
- Assessment of the quality of vendor's ongoing support.
- Overall user satisfaction with the system.

**Contract Award and Execution.** The Authority reserves the right to make an award without further discussion of the proposal submitted. The Authority shall not be bound or in any way obligated until both parties have executed a vendor contract. The Authority also reserves the right to delay contract award and/or not to make a contract award.

**Turn-Key Project.** The Authority is seeking a turn-key implementation of the software contemplated by this RFP. The Vendor shall provide all labor, equipment, materials, supplies, transportation and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. Vendor must include in its price all design, engineering, system and application database development (including in-depth user interviews for user feature configurations), integration, delivery, installation, testing, training and warranty costs associated with all elements of the proposed system.

## Section 6– TERMS AND CONDITIONS

The following terms and conditions apply to this RFP and are not inclusive of all terms and conditions in the final contract.

**Business License and Taxation.** The successful vendor and all subcontractors must hold valid business and professional licenses and registrations that may be required by the State of Connecticut and the Authority.

**Insurance Requirements.** The vendor awarded the contract will be subject to the Authority's requirements for insurance reflecting the minimum amounts and conditions as required by the Authority.

**Workers' Compensation.** The vendor shall procure and maintain for the life of the Contract/Agreement Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance.

**Proposals – Public Information.** The Authority will attempt to protect legitimate trade secrets of the Vendor. Any proprietary information contained in the Vendor's proposal must be clearly designated and shall be labeled with the words "Proprietary Information". Marking the entire proposal or any one or more of the major sections as proprietary will neither be accepted nor honored.

The Vendor should be aware that the Authority is required by law to make certain records available for public inspection with certain exceptions. The Vendor, by submission of materials marked proprietary, acknowledges and agrees that the Authority will have no obligation or liability to the Vendor in the event that the Authority must disclose these materials.

**Copyright and Confidentiality.** Selected vendor shall maintain strict privacy of all Authority records, data and files (regardless of media), including any copyrighted material received from the Authority.

**Prime Vendor.** It is recognized that multiple vendors may wish to combine their resources in responding to this Request for Proposal. A proposal with such a combination is acceptable, provided that the complete proposal contains all required information, and indicates which vendor shall be responsible for each of the components that make up the complete system. In addition, one of the vendors shall be designated as responsible for the complete definition, delivery, integration, implementation, and maintenance of the system, referred to as the prime vendor.

Respondents must warrant to the Authority that software specifications, capabilities, and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a proposal will represent your agreement to these conditions.

**Litigation/Jurisdiction/Venue.** Should either party bring any legal or equitable action, the prevailing party in such action shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court. Any and all court actions shall take place in the State of Connecticut.

**Payment.** The Authority will pay invoices submitted by the selected vendor as progress is made on the implementation project and agreed upon service stipulated in the final agreement. Prior to payment, invoices will be reviewed to determine if billing is reflective of actual agreed upon project progression and performance. Upon acceptance of the billing by the Authority's Project Manager the payment will be processed and submitted to the vendor.

**Satisfaction of the Authority Attorney.** The acceptance and subsequent award of a submitted proposal shall be at the review and satisfaction of the Authority in-house counsel and the Authority's Project Manager.

**Choice of Laws.** The contract/agreement shall be subject to and interpreted pursuant to the laws of the State of Connecticut.

**Source Code Escrow.** This Request for Proposal will require that the selected vendor provide to the Authority a copy of the vendor's standard source code escrow agreement (if any), in its entirety for all purchased software modules, either by direct possession or via an escrow account.

**Warranties.** All warranties must be clear, concise and in writing. Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual modules, supplied or created interfaces, and any ancillary product that is purchased from the awarded vendor. In addition, the awarded vendor will warrant and guarantee the seamless integration and interface of modules proposed herein. Respondents must warrant to the Authority that software specifications, capabilities, and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a Proposal will represent your agreement to these conditions.

**Software Versions.** The Authority will not accept Beta versions of the software. All applications are to have a referenceable install base and thorough testing.