
**Loan Management Software System
(Software and Implementation Services)
for the
Connecticut Development Authority**

Request for Proposal

RFP # CDA-7



Date Issued: May 17, 2007

Due Date & Time: June 22, 2007 @ 4:00 p.m. Eastern Time

Send all sealed responses to:

**State of Connecticut
Connecticut Development Authority
ATTN: Archana Ahuja-Giles
999 West Street
Rocky Hill, CT 06067**

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RFP for Loan Management Software System

I. RFP SUBMISSION REQUIREMENTS AND PROCEDURES SUMMARY

Regarding: LOAN MANAGEMENT SOFTWARE SYSTEM

Release Date: May 17, 2007

Questions Due: June 6, 2007 3:00 p.m., EDT

Proposals Due: June 22, 2007 4:00 p.m., EDT
Please note that the Connecticut Development Authority (hereafter, "CDA" or the "Authority"), at its sole discretion, may elect to extend these deadlines as deemed appropriate.

Submittal Requirements: Ten (10) hard copies of your Proposal shall be delivered to the office of the Authority, at the address noted below. The Proposal should be placed in a sealed envelope identified as "REQUEST FOR PROPOSALS: LOAN MANAGEMENT SOFTWARE SYSTEM".

Contact CDA through: Connecticut Development Authority
Attn: Archana Ahuja-Giles, System Developer
999 West Street
Rocky Hill, CT 06067
e-mail: archana.ahuja-giles@ctcda.com



RFP for Loan Management Software System

II. BACKGROUND

A. Introduction

The Connecticut Development Authority, a body politic and corporate constituting a public instrumentality and politic subdivision of the State of Connecticut (“CDA” or the “Authority”) is seeking proposals from qualified entities for a Loan Management Software System (the “System”), as further described herein.

The CDA is entering into this RFP process to examine competitive proposals for the System. The RFP is designed to solicit responses from the marketplace to identify and permit the evaluation of alternatives for the System which are credible, timely and serve to maximize the financial and non-financial benefits for the CDA.

The CDA intends to consider Proposals from one or more entities (each, a “Proposer”) who desire to provide, license, install and support the System consistent with the terms and conditions set forth in this RFP. As a result of and subject to the provisions of this RFP, the CDA may enter into an agreement with one or more selected proposers (each, a “Selected Proposer”).

B. General Requirements and Conditions

1. If your firm elects to respond to this RFP, submission of your proposal (each a “Proposal”) assumes your acceptance of the provisions of this RFP including, without limitation, the following understandings:

- a. All communications with respect to this RFP shall be directed to Archana Ahuja-Giles by means of email at archana.ahuja-giles@ctcda.com. No other person is authorized to provide information with respect to this RFP, and contact with any employee, officer or board member of CDA with respect to this RFP is prohibited. Proposers who violate this condition will be disqualified. Questions and requests for clarification with respect to this RFP must be submitted in writing in accordance with the communications protocol set forth above on or before 4:00 p.m. on June 22, 2007.
- b. Proposals must be signed by an authorized officer of the Proposer’s entity. Proposals must also provide name, title, address and telephone number for (i) individuals with authority to negotiate and contractually bind the entity, and (ii) those who may be contacted for the purpose of clarifying or supporting the information provided in the Proposal.
- c. This RFP is not an offer, and neither this RFP nor any subsequent discussion shall give rise to any commitment on the part of CDA or confer any rights on any Proposer unless and until a binding written agreement is executed by CDA and the Proposer.
- d. The CDA reserves the right to cancel the procurement, reject any or all of the Proposals received in response to the RFP, to waive defects or irregularities in any Proposal or to cancel or modify the RFP in any way, and at any time the CDA chooses, in its sole discretion, if the CDA determines that is it in the best interest of the CDA.



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- e. The CDA further reserves the right to negotiate terms and fees with one or more Proposers without notice to other Proposers and to make awards under this RFP without discussion of the Proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications and price standpoint. The CDA will select the Proposal that best meets its needs. While cost will be a factor to be considered, CDA is not required and reserves the right not to accept the lowest priced Proposal.
- f. The RFP is non-exclusive and CDA reserves the right to select more than one Proposer, to divide the work between one or more Proposers, or to retain other firms for any of the work.
- g. The CDA will not be responsible for any expenses incurred by any Proposer in conjunction with the preparation or presentation of any Proposal with respect to this RFP.
- h. Except as otherwise expressly provided in an agreement with CDA, all work product developed under a contract awarded as a result of this RFP shall be the sole property of CDA.
- i. The CDA and this RFP are subject to the requirements outlined in Sections 32-10 through 32-23 of the Connecticut General Statutes and other applicable legal requirements.
- j. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. *See Attachment 13 [SEEC Form 11].*

2. If your entity elects to respond to this RFP, you will be deemed to have certified the accuracy and completeness of the following representations and warranties:

- a. Neither Proposer nor any of its principals (i) has been convicted of bribery or attempting to bribe a public official of the State of Connecticut; (ii) has been found to have violated the State Code of Ethics for Public Officials or Lobbyists (the "Code of Ethics"); (iii) has been suspended or disqualified from bidding on contracts with the State of Connecticut or any department, agency or quasi-public agency of the State of Connecticut; (iv) has knowingly committed any violation of the Code of Ethics or of any other procurement requirement in connection with this RFP; or (v) is in default under any contract with any department, agency or quasi-public agency of the State of Connecticut.
- b. Neither Proposer nor any of its principals has received or paid, or agreed to receive or pay, any finders' fee (Section 3-13j through 3-13l of the Connecticut General Statutes) or other compensation or benefit from or to any third party in connection with this solicitation, procurement or award of a contract with CDA pursuant to this RFP.



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c. Neither Proposer nor any of its principals has provided anything of value to any office, employee or board member of the CDA, or state employee who may be involved with this process, for which full payment has not been made.

d. (i) The Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP and is in all respects fair and without collusion or fraud; (ii) the Proposer did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; (iii) no officer, employee or board member of CDA participated directly or indirectly in the Proposer's Proposal preparation; and (iv) the information contained in the Proposal is true, accurate and complete and includes all information necessary to insure that the statements therein are not misleading.

3. A Proposal will not be considered complete unless the Proposer also submits the following:

- a. A completed Gift Affidavit in the form attached as Attachment 2.
- b. A completed Campaign Contribution Affidavit in the form attached as Attachment 3.
- c. A completed Consulting Agreement Affidavit in the form attached as Attachment 4
- d. A completed Acknowledgement of Receipt of Summary of State Ethics Laws in the form attached as Attachment 5.
- e. A listing of any and all persons other than regular employees of the Proposer employed or compensated to develop, advocate or solicit for the Proposal, including, but not limited to persons subject to the provisions of Chapter 10, Part II of the Connecticut General Statutes.
- f. A completed Affidavit of Third Party Fees in the form attached as Attachment 6.

Notwithstanding anything contained herein to the contrary, this RFP is not an offer susceptible to acceptance, but merely a request for Proposals. The CDA shall have no liability or obligation of any sort hereunder, including without limitation, for any reason or no reason, a binding agreement is not entered into with any Proposer. In making its selection of a successful bidder, the CDA may consider any and all factors and considerations which the CDA, in its sole discretion deems relevant, the relative importance of which shall be in the sole discretion of CDA.

C. Evaluation

An evaluation team will review all Vendor responses to this RFP. The evaluation team shall review the entire Business and Technical Proposal first, without reference to the Cost Proposal. The Business and Technical Proposal will be scored in accordance with a weighting scheme established and approved prior to the opening of any Proposal. The Cost Proposal will only be scored for Vendors whose Business and Technical Proposal achieve a predetermined minimum score. The CDA reserves the right to infer or add costs, which in the CDA's opinion, have not been included in the Vendor's Proposal that may contribute to the CDA's total cost of ownership.



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D. Implementation

As a result of the evaluation process, if the Proposal of a given Vendor is found to be most advantageous, the CDA shall select that Vendor to negotiate a contract with the CDA for the implementation of the Vendor's Proposal.

III. ADMINISTRATIVE REQUIREMENTS

A. Vendor Instruction

1) CONFORMITY TO INSTRUCTIONS

Vendors must conform with all RFP instructions and conditions when responding to this RFP. The CDA, at its discretion, may reject any nonconforming Proposal.

2) PROPOSAL RESPONSES TO THIS RFP

Vendors desiring to participate in this RFP process must submit Proposals with the format and content as detailed in *Attachment 7 – Vendor Proposal Format and Content Requirements*. Vendors must respond to all requirements set forth in this RFP.

The requirements for this RFP are found in *Attachment 14 – Business Requirement and Technical Requirements*.

3) IDENTIFYING RFP COMMUNICATIONS

All Proposals and other communications with the CDA regarding this RFP must be submitted in writing in sealed envelopes or cartons clearly identifying:

- ◆ The appropriate RFP reference, such as “RFP # CDA-7”,
- ◆ The applicable Proposal due date and time,
- ◆ The name and address of the originating Vendor , and
- ◆ An indication of the envelope contents (e.g., "BUSINESS & TECHNICAL PROPOSAL," "NEGATIVE RESPONSE," "QUESTIONS," "COST PROPOSAL”, and so forth).

Any material received that does not so indicate its RFP related contents will be opened as general mail, which may not ensure timely receipt and acceptance.

4) VENDOR QUESTIONS AND STATE REPLIES

The CDA will reply to any written Vendor questions which it receives in accordance with *Section IV.A.* and no later than the Vendor Questions Due date specified in *Section IV.A.3.*

Copies of this RFP will be made available only on the Internet, from the CDA web page (www.ctcda.com) and DAS website (www.das.state.ct.us) The CDA may, in its sole discretion, orally communicate responses to Vendors if it is likely that written responses will not reach them prior to the Proposal due date. However, oral communications notwithstanding, the CDA shall be bound only by the written document which follows.



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5) ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS

Vendor Proposals must include unequivocal statements accepting the administrative requirements of this RFP, and must reflect compliance with such requirements. Any failure to do so may result in the CDA's rejection of the Proposal. These statements must be included in the Transmittal Letter.

6) DEVIATING FROM RFP SPECIFICATIONS

The CDA will reject any Proposal that deviates significantly from the specifications of this RFP. Vendors submitting Proposals with any minor deviations must identify and fully justify such deviations for CDA consideration.

7) EXCLUSION OF TAXES FROM PRICES

The CDA is exempt from the payment of excise and sales taxes imposed by the Federal Government and/or the State. Vendors remain liable, however, for any other applicable taxes.

8) VENDOR CONTACT(S)

The Proposal must provide the name, title, address, telephone number and email address of the contact person(s) responsible for clarifying Proposal content and for approving any agreement with the CDA. This information must be included in the Transmittal Letter.

9) VALIDATION OF PROPOSAL OFFERINGS

The Proposal shall be a binding commitment which the CDA may include, at its sole discretion, by reference or otherwise, into any agreement with the Vendor. Therefore, each Proposal copy must be validated by signature of a person having such authority to commit the Vendor. The signer's authority in this regard must be authenticated by a signed statement to that effect by an appropriate higher-level company official. A Vendor Proposal Validation and Authentication Statement, attached to this RFP as *Attachment 9 – Vendor Proposal Validation and Authentication Statement*, must be used for this purpose.

10) PROPOSAL COMPLETENESS

To be acceptable, Proposals must contain all required information and statements in the form requested by this RFP. Vendor Proposals must submit "none" or "not applicable" responses to any RFP question and information request, when such a response is the only appropriate response, *Attachment 7- Vendor Proposal Format and Content Requirements*, for additional detail on responding to requirements.

11) RESTRICTIONS ON CONTACTS WITH CDA PERSONNEL

From the date of release of this RFP until the right to negotiate a contract is awarded as a result of this RFP, all contacts with personnel employed by or under contract to the CDA are restricted. During the same period, no prospective Vendor shall approach personnel employed by or under contract to the CDA, any State agency participating in the evaluation of Proposals, or any other related matters. An exception to this restriction will be made for Vendors who, in the normal course of work under a current and valid contract with State agencies, may need to discuss legitimate business matters concerning their work with the contracting agency.



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Violation of these conditions may be considered sufficient cause by the CDA to reject a Vendor's Proposal, irrespective of any other consideration.

B. OTHER CONDITIONS

1) OTHER RIGHTS RESERVED

The CDA, at its sole discretion in determining that its best interests would be served, reserves the right to:

- 1) Amend or cancel this RFP at any time prior to contract award,
- 2) Modify deadlines through amendments to this RFP,
- 3) Refuse to accept, or return accepted Proposals that do not comply with procurement requirements,
- 4) Reject the Proposal of any Vendor in default of any prior contract or for misrepresentation of material presented,
- 5) Reject any Proposer's response that is received after the deadline,
- 6) Reject any Proposal which is incomplete or in which there are significant inconsistencies or inaccuracies,
- 7) Accept or reject any or all Proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or omissions,
- 8) Allow no additions or changes to the original Proposal after the due date specified herein, except as specifically requested and authorized by the CDA,
- 9) Require organizations, at their own expense, to submit written clarification of Proposals in a manner or format that the CDA may require,
- 10) Require organizations, at their own expense, to make oral presentations at a time selected and in a place provided by the CDA. Invite Vendors, but not necessarily all, to make an oral presentation to assist the CDA in their determination of award. The CDA further reserves the right to limit the number of Vendors invited to make such a presentation. The oral presentation shall only be permitted for purpose of Proposal clarification and not to allow changes to be made to the Proposal,
- 11) Negotiate separately any service in any manner necessary,
- 12) Contract with one or more Vendors who submit Proposals,
- 13) Consider cost and all factors in determining the most advantageous Proposal for the CDA, and
- 14) Contract for all or any portion of the scope of work or tasks within this RFP.

2) REMEDIES AND LIQUIDATED DAMAGES

Remedies associated with nonperformance, substandard performance, or unacceptable performance will include liquidated damages and non-financial remedies. Examples of remedies include, but are not limited to:

- 1) Corrective action plans to be developed and implemented by the Vendor, subject to CDA approval

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- 2) Accelerated monitoring of Vendor performance by the CDA or its designee, including access to Vendor facilities, records, and personnel
- 3) Additional or ad hoc reporting by the Vendor, at no cost to the CDA, to address performance issues
- 4) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the CDA and resulting from the Vendor's performance or non-performance under the System agreement
- 5) Liquidated damages

3) SYSTEM NON-ACCEPTANCE

Failure of the System to be accepted by the CDA as proposed by the Vendor may result in the forfeiture of the Holdback by the Vendor to the CDA, as specified below, or other remedies or measures permitted by contract or by law.

4) CONTROL OF RFP EVENTS AND TIMING

The timing and sequence of procurement events associated with from this RFP will be determined solely by the CDA.

5) PROPOSAL EXPENSES

The CDA assumes no liability for payment of any costs or expenses incurred by any Vendor in responding to this RFP.

6) OWNERSHIP OF PROPOSALS

All Proposals submitted in response to this RFP and upon receipt by the CDA shall become the sole property of the CDA.

7) ORAL AGREEMENT OR ARRANGEMENTS

Any alleged oral agreements or arrangements made by Vendors with the CDA or any CDA employee will be disregarded in any CDA Proposal evaluation or associated award.

8) HOLDBACK REQUIREMENTS

Payment for the System accepted by the CDA shall be subject to a ten-percent (10%) holdback. The CDA shall hold the ten-percent until the CDA has accepted the System and thereafter, releasing one-half the holdback. Once the warranty period has expired, in accordance with the provisions of *Attachment 10 – Information Processing Systems Agreement*, the CDA will release the remaining holdback.

The successful Vendor will be required to complete milestones by due dates presented in the Vendor's response to the RFP requirements. If the Vendor fails to complete a milestone by the agreed upon due date, the CDA shall have the discretion to withhold any payment due until the Vendor has completed a subsequent milestone in accordance with its proposed due dates or the CDA has accepted the deliverable whichever occurs first.



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9) VENDOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the CDA deems to be necessary or appropriate to fully establish the performance capabilities represented in their Proposals.

10) VENDOR DEMONSTRATION OF PROPOSED PRODUCTS

Vendors must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by the CDA and without cost to the CDA.

11) VENDOR MISREPRESENTATION OR DEFAULT

The CDA will reject the Proposal of any Vendor and void any award resulting from this RFP to a Vendor who materially misrepresents any product and/or service or defaults on any CDA contract.

12) CDA FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS

Any product acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment of product and/or service costs or if the product and/or service fails to meet minimum CDA criteria for acceptance.

13) CONFORMANCE OF AWARDS WITH STATE STATUTES

Any award resulting from this RFP must be in full conformance with any applicable CDA or State of Connecticut statutory, regulatory and procedural requirements.

14) ERRONEOUS AWARDS

The CDA reserves the right to correct inaccurate awards, including canceling an award and contract, resulting from its clerical errors.

15) CORPORATE REPORTING

Upon request by the CDA, the Vendor must provide:

- 1) A Certificate of Authority, Certificate of Legal Existence or Certificate of Good Standing, as applicable, from the Connecticut Secretary of the State's Office, prior to the execution of the contract;
- 2) A tax clearance statement from the Department of Revenue Services within sixty (60) days of the execution of the contract; and,
- 3) A statement from the Department of Labor regarding employee contributions within sixty (60) days of the execution of the contract.

16) JOINT VENTURES

Proposals requesting joint ventures between Vendors will not be accepted. The CDA will only enter into a contract with a prime Vendor who will be required to assume full responsibility for the



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delivery/installation of equipment, wiring, software and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime Vendor. The prime Vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the CDA prior to the effective date of any subcontract.

The Prime Vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

17) FREEDOM OF INFORMATION ACT

The CDA is a “public agency” for purposes of the Connecticut Freedom of Information Act (the “FOIA” or “Act”). Accordingly, Proposals submitted in response to this RFP will be considered public records and will be subject to public records requests made pursuant to the FOIA.

Under General Statutes §1-210(b), the FOIA includes exemptions for “trade secrets” and “commercial or financial information given in confidence, not required by statute”. Only the particular information falling within these exemptions can be withheld by the CDA if the CDA receives a FOIA request that encompasses a particular Proposal. Therefore, a Proposer should specifically identify those particular sentences, paragraphs, pages, sections or exhibits that it claims to be exempt. The Proposer should further provide a statement setting forth the basis for each claim of exemption sufficient to justify the claimed exemption(s) consistent with General Statutes §1-210(b).

Proposers and applicants for financial assistance should be aware that:

1. the CDA will make reasonable efforts to notify Proposers of FOIA requests and/or of complaints made to the Freedom of Information Commission (“FOIC”) concerning items for which an exemption has been claimed, but the CDA has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;
2. the Proposer will have the burden of establishing the availability of any FOIA exemption before the FOIC or in any such other legal proceeding; and
3. in no event shall the CDA or any of its officials have any liability for the disclosure of documents or information in the CDA’s possession where the CDA or such official in good faith believes the disclosure to be required under FOIA or other law.

Since FOIA public records requests for the Proposals are likely, to assist the CDA in responding to such requests Proposers should either (i) submit any information as to which Proposer makes a claim of FOIA exemption in a separate exhibit, or (ii) submit an additional copy of the Proposal from which the information claimed to be exempt is redacted.

Except for trade secret or other proprietary information identified as such as provided above, the CDA is not restricted in its right to use or disclose any or all of the information contained in any Proposal and can do so without compensation to the Proposer, notwithstanding any language in the Proposal to the contrary.



RFP for Loan Management Software System

Due regard will be given for the protection of proprietary information contained in all Proposals received; however, Vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from.

It will not be sufficient for Vendors to merely state generally that the Proposal is proprietary in nature and not therefore subject to release to third parties. Any Proposal that makes such a general or overarching claim may be subject to disqualification. Those particular sentences, paragraphs, pages or sections which a Vendor believes to be exempt from disclosure under the Act must be specifically identified as such.

Convincing explanation and rationale sufficient to justify each exemption consistent with the Act's 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 Vendor 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.

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

ALL SUCH MATERIAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED "CONFIDENTIAL". THIS INCLUDES ANY INFORMATION REQUESTED IN AN ELECTRONIC FORMAT.

18) SECURITY CLEARANCE

A Vendor receiving an award from this RFP must understand that all employees, including subcontracted personnel, shall be subject to all applicable Federal, State and CDA security procedures.

19) AUTHORIZED TO WORK ON PROJECT

A Vendor receiving an award from this RFP must certify that all personnel are legally authorized to work on the project, pursuant to State and Federal guidelines, policy, mandates, and statutes, and further attest, under penalty of perjury, that all proposed project staff, whether named in the Proposal or not, are one of the following:

- ◆ A citizen or national of the United States
- ◆ A Lawful Permanent Resident
- ◆ An Alien authorized to work until all project responsibilities have been fulfilled

Vendor must agree that each individual proposed at any time to perform activities on the project will be subject to an individual certification of authorization to work on the project. Any individual on the proposed project team that is eligible to work in the United States under an H1B Visa must have sufficient time remaining on their Visa to ensure that such an individual is able to complete the requirements of this RFP before their Visa expires. For submitted personnel to be eligible to actively participate in the project, they must be able to successfully pass a U.S. or Canadian background check, a State background check and must complete a Department background check.

RFP for Loan Management Software System

20) KEY PERSONNEL

The Vendor must certify that all personnel named in their Proposal shall actually work on the contract in the manner described in their Proposal. No changes, substitution, additions or deletions shall be made unless approved in advance by the CDA, which approval shall not be unreasonably withheld. In addition, these individuals shall continue for the duration of the Contract, except in the event of resignation or death. In such event, the substitute personnel shall be approved by the CDA.

During the course of the Contract, the CDA reserves the right to approve or disapprove the Vendor's or any subcontractor's staff assigned to the Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Contractor employee or subcontractor employee found unacceptable by the CDA. Replacement of personnel who leave the Project shall be made within thirty (30) days. Replacement of any personnel shall be with personnel of equal ability and qualifications and subject to approval by the CDA.

21) WARRANTY

The Vendor shall represent and warrant in the Proposal that the System shall function according to the RFP requirements and Vendor's written specifications and that it shall be free from defects in materials and workmanship for a minimum period of one year after the CDA's acceptance of the System.

Vendor shall represent and warrant that the Vendor shall modify, adjust, repair and/or replace said System as the CDA deems it to be necessary or appropriate to have it perform in full accordance with the terms and conditions of the RFP.

22) INDEPENDENT PRICE DETERMINATION

The Vendor must warrant, represent, and certify in the Transmittal Letter that the following requirements have been met in connection with this RFP:

- ◆ 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.
- ◆ Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Vendor on a prior basis directly or indirectly to any other organization or to any competitor.
- ◆ No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- ◆ The Vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the CDA participated directly or indirectly in the Vendor's Proposal preparation.

23) OFFER OF GRATUITIES

The Vendor must warrant, represent, and certify in the Transmittal Letter that no elected or appointed official or employee of the CDA has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the CDA if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Vendor, the Vendors agent(s), representative(s) or employee(s).

RFP for Loan Management Software System

24) READINESS OF OFFERED PRODUCTS

The Vendor must warrant, represent and certify in the Transmittal Letter that all System products (software, hardware, operating system, etc.) offered to the CDA in the Proposal must be currently manufactured and available for general sales, lease, or licenses on the date the Proposal is submitted. Any proprietary products must be identified as such.

25) INSPECTION OF WORK PERFORMED

The Vendor will prepare and maintain all financial records and records of services performed as are necessary to substantiate claims for payment under this award/contract. The CDA or its duly authorized representatives, shall have the right at reasonable times, upon reasonable notice to the Vendor, to examine all books, records, and other compilations of data which pertain to the performance and/or charges applicable to the provisions and requirements of this award/contract.

The Vendor will preserve and make available such books, records and data for a period of three years from the date of final payment under this award/contract.

The Vendor will further retain such documents which are pertinent to any actions, suits, proceedings or appeals commenced during the three year period or until they have reached final disposition. The Vendor shall also make this a requirement of any subcontractors whom the Vendor engages and, accordingly, this requirement shall be included in the contract and shall survive the termination or expiration of the contract. During and after the installation of the products and System, the CDA, and its authorized representatives, shall be allowed access to inspect all Vendor materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the Vendor.

26) DATE/TIME COMPLIANCE

Contractor warrants that the System or each developed, modified or remediated item of the System ("item") or each service delivered under this Contract shall be able to:

- ◆ before, during and after January 1, 2000, and accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years).
- ◆ properly exchange date/time data when used in combination with other information technology, provided that other information technology not covered by this Contract is Year 2000 Compliant and Day Light Savings Time Compliant.
- ◆ perform as a System, as so stipulated in the Contract, and the warranty shall apply to those items as a System.
- ◆ where appropriate, respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner.

Notwithstanding any provision to the contrary in any warranty or warranties, the remedies available to the CDA under this Date/Time Compliance Warranty shall include the obligation to repair or replace any System and/or item whose non-compliance with this Warranty or defect is discovered by



RFP for Loan Management Software System

Contractor or the CDA, all at the expense of Contractor. If the CDA becomes aware thereof it must be made known to Contractor in writing.

This Warranty remains in effect through the 365 days following the termination of this Contract. This provision shall not be construed to extend the Warranty Term of this Contract, except as services for defects to the System and all Products shall be required under any Maintenance Term.

Nothing in this Warranty shall be construed to limit any rights or remedies the CDA may otherwise have under this Contract with respect to defects.

In addition, Contractor warrants that the System or items modified or remediated to achieve Date/Time compliance shall remain unaffected with respect to their functioning or performance except for processing and exchanging date data. Contractor further warrants that Systems or items not being modified or remediated directly shall remain unaffected with respect to their normal functioning or performance.

27) CORPORATE GOVERNANCE

The Vendor must state in the Transmittal Letter whether it complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange (www.nyse.com/pdfs/corp_gov_pro_b.pdf). Any non-compliance must be identified and explained.

RFP for Loan Management Software System

IV. TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE

A. Vendor Communication

1) PROCUREMENT SCHEDULE

The following schedule has been established for this procurement, however, the ultimate timing and sequence of procurement events resulting from this RFP will be determined by the CDA.

Event Date	Event
May 17, 2007	RFP Issued
June 6, 2007	Vendor Questions Due to CDA – 3:00 PM EST
June 22, 2007	Proposal Submissions Due – 4:00 PM EST
June 29, 2007	CDA Review of Technical Proposals Conclude
June 29, 2007	CDA Review of Cost Proposals Conclude
July 2007	Select Vendor Presentation
July 2007	Estimated Start of Contract Negotiations
August 2007	Estimated Project Start Date
January 2008	Expected Completion of Prescription monitoring program

2) VENDORS' QUESTIONS

The CDA intends to answer questions from any Vendor that is considering a response to this RFP. Questions received by the CDA up to the Vendor deadline of **June 6, 2007 at 3:00 PM EST** will be answered. Address any inquires to Ms. Archana Ahuja-Giles. Only written inquiries will be accepted via e-mail (archana.ahuja-giles@ctcda.com). To properly process Vendor questions, Vendors shall ensure that the RFP is on the subject line of the electronic mail message. Questions shall be included as Microsoft Word or compatible format, as an attachment.

B. RFP response coordination and review

The CDA will open only those Proposals received by the date and time specified in *Section IV.A.1 – Proposal Submission*.

Proposals received after the due date will be returned unopened. Vendors who are hand-delivering Proposals will not be granted access to the building without a photo ID and should allow extra time for security procedures. Immediately upon opening, the CDA will review each Proposal for Vendor compliance with the instructions and conditions set forth in this RFP and the attachments hereto. The CDA, at its option, may seek Vendor retraction and clarification of any discrepancy/contradiction found during its review of Proposals. The Evaluation Team will evaluate only Proposals complying with the submission and formatting requirements of this RFP.

RFP for Loan Management Software System

C. Proposal Evaluation

1) EVALUATION TEAM

A CDA evaluation team will be established to review Vendor responses to this RFP.

2) EVALUATION PROCESS

The CDA will conduct a comprehensive, fair and impartial evaluation of Proposals received in response to this procurement. The evaluation process will include not only evaluations of the entire Vendor RFP responses, but may include evaluations of Vendor references, on-site demonstrations and other relevant sources of information regarding a Vendor and its products and services.

The CDA will evaluate requested Proposal information against all RFP requirements, using criteria and methodology pre-established in coordination with the planned users of a given service. Proposals will be evaluated in accordance with *Attachment 11 – Evaluation and Selection Criteria*. Additionally, the CDA will also evaluate the Vendor's:

- ◆ Understanding of the RFP as shown by the thoroughness of the Vendor's Proposal and the Vendor's ability to provide packaged software as specified,
- ◆ How well the Vendor's product functionality matches defined Business Requirements,
- ◆ How well the Vendor's proposed product design and technology matches defined Technical Requirements,

3) ESTABLISH AND CONDUCT APPLICABLE VENDOR BENCHMARKS

The CDA will determine the nature and scope of any benchmarking that it may deem to be necessary or appropriate to the evaluation of Vendor System Proposals.

4) BENCHMARKING PURPOSE AND SCOPE

The CDA may use benchmarks to demonstrate and validate a Vendor's Proposal, to satisfy given operating requirements, and to ascertain the adequacy and timeliness of Vendor responses to user requirements.

The CDA may employ two benchmark phases:

- ◆ Vendor conducted and documented tests which are not monitored by the CDA, and
- ◆ Actual demonstrations to the CDA of the Vendor's ability to perform as required.

5) UNMONITORED VENDOR-DOCUMENTED BENCHMARKS

CDA benchmarks often require Vendors to conduct and document, within set time frames, the actual operation of their proposed service and the operation of sample functional sequences using CDA supplied information.



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6) LIVE DEMONSTRATION OF BENCHMARKS TO CDA

The CDA usually requires Vendors to conduct benchmark demonstrations at a mutually agreed upon site and at no cost to the CDA. Such demonstrations may be conducted at the site where the Vendor conducted the unmonitored tests described above, or at a more convenient operating site which meets minimum CDA demonstration requirements. Should the demonstration, inspection or benchmark site be beyond the regional area of Hartford, Connecticut then the Vendor will be responsible for necessary travel, meals and lodging arrangements and expenses for a team of up to three (3) individuals. The evaluation of any and all live demonstrations may be subject to a review and approval by the State's existing Ethics Commission or its successor.

Vendors must indicate agreement that the CDA will be permitted to videotape demonstrations, inspections, and/or benchmarks. The CDA will limit the use of such videotapes to staff training, retraining, etc.

Further, the CDA reserves the right to request that Vendors make additional presentations, either in person or by telephone, to the Evaluation Team to clarify their Proposal and respond to questions from the Evaluation Team regarding their Proposal. The CDA also reserves the right to require additional written documentation to support and clarify information provided in the Proposal. Failure to respond to such requests may, at the discretion of the Evaluation Team, result in disqualification of the Vendor from further consideration.

D. Implementation Necessary Agreements

The offered agreement, *Attachment 10 - Information Processing Systems Agreement*, shall be the agreement pertaining to this issued RFP. In that the CDA offered agreement is viewed as being most reasonable to the Vendor, the CDA will not accept any request by the Vendor to modify a specific provision unless there are compelling reasons for doing so, and that without the provision being modified the Vendor will not consider contract approval. In any such case, Vendor should state the rationale for the specific provision's unacceptability (define the deficiency); provide recommended verbiage (consistent with verbiage used throughout the agreement) for the CDA's consideration; and state how such recommended verbiage corrects the claimed deficiency and maintains fairness to both parties.

IT IS NOT ACCEPTABLE to simply replace a CDA provision with a Vendor's "preferred" provision.

If for some reason the CDA cannot reach consensus with the Vendor within a reasonable time, the CDA shall offer the agreement to the next best Proposal and so on until either the agreement is executed or the State decides to start the RFP process again.

The CDA reserves the right to make any decisions concerning the awarding of this contract at any time without notice.

E. Notification of Awards

The CDA will notify Vendors who submit Proposals as to any award issued by the CDA as a result of this RFP.



RFP for Loan Management Software System

V. PROPOSAL REQUIREMENTS

A. Proposal Submission

Vendor Proposals in response to this RFP # CDA-7 MUST be received at:

**Connecticut Development Authority
ATTN: Archana Ahuja-Giles
999 West Street
Rocky Hill, CT 06067**

No later than **June 22, 2007 at 4:00 PM (EST)** in order to be considered. Postmark dates will not be considered as the basis for meeting any submission deadline. Therefore, any Vendor Proposal received after the deadline will not be accepted. Receipt of a Proposal after the closing date and/or time as stated herein shall not be construed as acceptance of the Proposal as the actual receipt of the document is a clerical function. If delivery of Proposals is not made by courier or in person, the use of certified or registered mail is suggested. Proposals will not be publicly opened on or before the due date.

The submittal of Proposals shall constitute, without any further act required of the Vendors, acceptance of the requirements, administrative stipulations and all of the terms and conditions of the RFP and all its attachments.

VII. ATTACHMENTS 1-14 – SEE NEXT PAGES

Attachment 1 References

Attachment 2 Gift Affidavit

Attachment 3 Campaign Contribution Restriction Affidavit

Attachment 4 Consulting Agreement Affidavit

Attachment 5 Receipt of Summary of State Ethics Laws

Attachment 6 Third Party Fees

Attachment 7 Vendor Proposal Format and Content Requirements

Attachment 8 Vendor Proposal Cost Worksheets

Attachment 9 Validation and Authentication Statement

Attachment 10 Information Processing Systems Agreement

Attachment 11 Evaluation and Selection Criteria

Attachment 12 Vendor Checklist

Attachment 13 SEEC Form 11

Attachment 14 Business and Technical Requirements

Attachment A – CDA Process Flow

Attachment B – Loan Management minimum report requirement

Attachment C – Loan servicing minimum report requirement

Attachment D – Annual Reporting minimum report requirement



RFP for Loan Management Software System

Attachment 1 References

**Connecticut Development Authority
References**

Please provide a minimum of three (3) recent client references for projects similar in nature to the work being requested in the RFP. If necessary, please feel free to include additional client references in the format below:

CLIENT REFERENCE #1

PROJECT TITLE: _____

CONTACT & TITLE: _____

ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: _____ BEST TIME TO CONTACT: _____

E-MAIL ADDRESS: _____

CLIENT REFERENCE #2

PROJECT TITLE: _____

CONTACT & TITLE: _____

ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: _____ BEST TIME TO CONTACT: _____

E-MAIL ADDRESS: _____



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References

CLIENT REFERENCE #3

PROJECT TITLE: _____

CONTACT & TITLE: _____

ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: _____ BEST TIME TO CONTACT: _____

E-MAIL ADDRESS: _____

CLIENT REFERENCE #4

PROJECT TITLE: _____

CONTACT & TITLE: _____

ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PHONE #: _____ BEST TIME TO CONTACT: _____

E-MAIL ADDRESS: _____



RFP for Loan Management Software System

Attachment 2 Gift Affidavit

**Connecticut Development Authority
Gift Affidavit**

(Bid or Proposal)

Gift affidavit to accompany bids or Proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500, 000 in a calendar or fiscal year, pursuant to Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell 's Executive Order No. 7B, para. 10.

I, (Print Legal Name) _____ hereby swear that during the two-year period preceding the submission of this bid or Proposal that neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or Proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or Proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for Proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or Proposal, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of Recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Gift</u>	<u>Date of</u>
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Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or Proposal know of any action to circumvent this gift affidavit.

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

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200 _____

Commissioner of the Superior Court
Notary Public



RFP for Loan Management Software System

Attachment 3 Campaign Contribution Affidavit

**Connecticut Development Authority
Campaign Contribution Affidavit
(Bid or Proposal)**

Campaign contribution affidavit to accompany bids or Proposals for Large State Contracts (having a total cost to the State of more than \$500,000), pursuant to Governor M. Jodi Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250.

I,(Print Legal Name)-----,

hereby swear that during the two-year period preceding the submission of this bid or Proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or Proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/ Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature
Sworn and subscribed before me on this _____ day of _____, 200__

Date

Commissioner of the Superior Court
Notary Public



RFP for Loan Management Software System

Attachment 4 Consulting Agreement Affidavit

**Connecticut Development Authority
Consulting Agreement Affidavit**

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or Vendor has entered into any consulting agreements whereby the duties of the Consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, Vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, (Print Legal Name) _____, hereby swear that I am the chief official of the bidder or Vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation: _____

Terms of Consulting Agreement: _____
(Date of Execution, Amount, Expiration Date)

Brief Description of Services Provided: _____
(Purpose, Scope, Activities, Outcomes): _____

Is the Consultant a former state employee or public official? Yes No

If yes, provide the following information about the former state employee or public official:

- Former Agency: _____
- Date Such Employment Terminated: _____

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract.

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

Signature Date
Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public



RFP for Loan Management Software System

Attachment 5 Acknowledgement of Receipt of Summary of State Ethics Laws

Connecticut Development Authority
Acknowledgement of Receipt of Summary of
State Ethics Laws

(Bid or Proposal)

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State (pursuant to Section 37 of Public Act. No. 05-287). **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

INSTRUCTION: Contractor must sign the acknowledgment below and return this form with your Proposal.

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory or this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment 13 [SEEC Form 11].

The undersigned duly authorized representative of the bidding Contractor acknowledges (1) receipt of the summary of State ethics laws, (2) that key employees of such Contractor have read and understand the summary, and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name next to signature line.)

Signature

Printed Name

Title

Date

On behalf of:

Contract Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

Attachment 5

Continued

Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

A. RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL:

- **Gifts:** In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

Important Recent Change in Law: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

Note: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

- **Necessary Expenses:** Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before and/or after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information.

Note: Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

- **Gifts to the State:** The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

Note: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.



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B. RULES ON HIRING STATE PERSONNEL:

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

Note: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one-year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances. Therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

C. CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR:

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair



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his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

D. OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or Proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides “investment services” as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state’s ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics laws.



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Attachment 6 Third Party Fees

Connecticut Development Authority
Affidavit of Third Party Fees

I, _____ a duly authorized officer and/or representative of _____, being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath.
2. _____ (firm name) is a party to a contract for investment services with the Connecticut Development Authority (the "Contract")
3. All third party fees and agreements to pay third party fees attributable to the Contract are as follows:

NAME OF PAYEE	DOLLAR AMOUNT PAID OR VALUE OR NON-CASH COMPENSATION AND DATE	FEE ARRANGEMENT*	SPECIFIC SERVICES PERFORMED OR TO BE PERFORMED BY PAYEE

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 200_____.

Commissioner of the Superior Court
Notary Public

*Please attach documents evidencing the terms of the fee arrangement and services



Attachment 7 Vendor Proposal Format and Content Requirements

Connecticut Development Authority
Proposal Format and Content Requirements

1 OVERVIEW

This RFP will result in a single award for a software Vendor to design, develop, implement and warranty a Loan Management software system

A Vendor's Proposal (the "Proposal") must be submitted in three (3) separate sections under separate, bound covers:

- Part I - Business and Technical Proposal**
- Part II - Staffing Proposal**
- Part III- Financial Proposal**

Vendors shall submit their Proposal according to the specifications supplied in this section. A valid Proposal shall constitute the collection of the three mandatory sections of which there shall be:

- A. One (1) signed, printed and bound original Proposal**
- B. Ten (10) additional printed and bound copies of the original Proposal**

The entire Proposal must contain, at a minimum, the three sections and must be organized in the sequence indicated in the tables below. Vendors are requested to identify each section and subsections with a clearly distinguished and labeled "tabs" so that specific sections can be easily referenced.



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VENDOR'S RESPONSE - TABLE OF CONTENTS

Responding Vendors must restrict and order their responses in each of the three binders in accordance with the following three (3) tables of content for Parts I, II and III.

Part I - Business and Technical Proposal

Table of Contents
I.1 Completed and Executed Mandatory Forms and Documents
I.1.1 Transmittal Letter
I.1.2 Vendor Checklist
I.1.3 References
I.1.4 Vendor Validation and Authentication Statement
I.1.5 Gift Affidavit(s)
I.1.6 Consulting Agreements Affidavit
I.1.7 Receipt of Summary of State Ethics Laws
I.1.8 Third Party Fees
I.2 Executive Summary
I.3 Company Overview
I.4 Summary of Qualifications
I.5 Overview of the Proposed Solution
I.6 Meeting the Requirements for a Loan Management Software System
I.6.A Business Requirements (See Attachment 14)
I.6.B Technical Requirements (See Attachment 14)
I.7 Copy of Annual Statement (Public Companies Only)

Part II – Project Management, Planning and Staffing Proposal

Table of Contents
II.1 Project Plan
II.2 Team Resumes

Part III – Financial Proposal

Table of Contents
III.1 Cost Worksheets



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Attachment 8 Vendor Proposal Cost Worksheet

**Connecticut Development Authority
Cost Sheet**

VENDOR must provide a cost where defined for each of the project components. The amounts must describe the deliverables and their milestones, identify due dates relating to specific milestones reflected in the project work plan and explain the basis for determining the costs.

Application Software	\$ _____
Loan Management & Reporting	\$ _____
Contact Management	\$ _____
Document Management	\$ _____
Affirmative Action Management & Reporting	\$ _____
Job Survey & Reporting	\$ _____
Loan Servicing & Reporting	\$ _____
Loan Accounting	\$ _____
Credit Administration	\$ _____
Annual Reporting	\$ _____

Services	\$ _____
Project Management	\$ _____
Implementation management	\$ _____
Business process consulting	\$ _____
Customization development cost	\$ _____
Data conversion	\$ _____
Implementation	\$ _____
Training	\$ _____

Hardware and System Software	\$ _____
Reporting Software	\$ _____
Database Software	\$ _____
Other Support Software	\$ _____
Operating System	\$ _____
Database Server Hardware	\$ _____
Specialty Equipment and Software	\$ _____

Total \$ _____

Annual Maintenance and Supporting Fee \$ _____



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Attachment 9 Vendor Proposal Validation and Authentication Statement

Connecticut Development Authority
Validation and Authentication Statement

Vendor Organization: _____

FEIN # _____ (the "Company").

The person responsible for the validation of the Company's Proposal must fully complete and sign this statement where indicated and attach it to your company's response to the RFP. By doing so, the signer attests that the given Proposal represents:

1. Full and unconditional acceptance of all stipulated administrative requirements of this RFP, # CDA-7,
2. Complete and valid information as of the Proposal due date,
3. Product and term offerings that are valid until such date as the State is specifically notified otherwise, but not less than one (1) year from the Proposal due date; and prices that are valid for at least twelve (12) months from the Proposal due date,
4. The Company shall comply with all State requirements regarding Proposal contents and formats, and

Validating Official: _____
Signature

Printed Name and Title

By signing this Proposal, I confirm that this Proposal constitutes a complete, authentic and bona-fide offer to the State of Connecticut, which the Company is fully prepared to implement as described. The Company official who validated this Proposal was authorized to represent the Company in that capacity on the date of his/her signature.

Authenticating Official: _____
Signature

Printed Name and Title

Any modifications to this form will subject the Company's Proposal to the risk of being deemed a "contingent" Proposal, thus subject to rejection by the State.



RFP for Loan Management Software System

Attachment 10 Information Processing Systems Agreement

Connecticut Development Authority
Information Processing Systems Agreement

The CDA's preferred Information Processing Systems Agreement is included in this Attachment to this RFP. It represents a contract that the CDA believes is equitable to both the CDA and the selected contractor.

The CDA reserves the right to incorporate into this Agreement any and/or all terms and conditions that may be deemed to be fair or beneficial to the CDA. The CDA further will not waive, modify or entertain modifications to Sections 25-42 of this Attachment as currently written in this RFP. If the contract negotiations cannot be successfully concluded, the CDA may, at its sole discretion, proceed to withdraw the offer and offer a contract to another competing firm, or follow any other course of action that it deems necessary or advisable to provide for the carrying out of its statutory responsibilities.



RFP for Loan Management Software System

IT PROCESSING AGREEMENT

This Information Processing Systems Agreement hereinafter referred to as the "Agreement" or "contract" is made by and between the **CDA of Connecticut**, acting herein by its CDA of Information Technology/Contracts & Purchasing Division, hereinafter referred to as the "CDA," located at 999 West Street Rocky Hill, CT 06067, and _____, hereinafter referred to as the "Contractor," having its principal place of business at _____. The terms and conditions of this Agreement are contained in the following sections:

In consideration of the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

A. TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the CDA and shall continue until terminated in accordance with the provisions of Section 23. **TERMINATION OF AGREEMENT.**

Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the CDA. 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 address furnished to the CDA 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 CDA 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 CDA. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the CDA of Information Technology, however, no compensation for lost profits shall be allowed.

B. DEFINITIONS

- a) "Contracting Agency" as used herein, shall mean the CDA.
- b) "CDA" as used herein, shall mean the Connecticut Development Authority.
- c) "RFP" as used herein, shall mean the Request for Proposal #CDA-7, issued by the CDA on May 17, 2007 concerning the **Loan Management Software System**.
- d) "System" as used herein, shall mean Contractor furnished or otherwise supplied hardware, software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of the RFP and, as may be further defined pursuant to this Agreement.
- e) "Deliverable" as used herein, shall mean any product, whether hardware, software, documentation, license, information or otherwise, or any service, whether development, integration, administrative, maintenance, operations, support, or otherwise, or any warranty, that is an element of the Contractor's overall approach and solution to the requirements of the RFP, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor, that is agreed to be provided to the CDA by the Contractor pursuant to this Agreement.
- f) "Project Implementation Summary" as used herein, which is attached to and made a part of this Agreement, shall mean that document which itemizes milestones, phases, stages, and Deliverables by date of completion, including where checkpoints are to be taken to assure the CDA that the provision of Deliverables is proceeding according to schedule.



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- g) "Project Implementation Schedule" as used herein, which is attached to and made a part of this Agreement, shall mean that document which itemizes agreed invoice amounts by date, as specified in the Project Implementation Summary, Purchase Orders or Change Orders, subject to CDA acceptance of associated Deliverables.
- h) "Product Schedule" as used herein, which is attached to and made a part of this Agreement, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.
- i) "Clarification Document" as used herein, which is attached to and made a part of this Agreement, shall be the document which sets forth the clarifications to the Contractor's Proposal requested by and accepted by the CDA.
- j) "Alterations" as used herein, shall mean modifications made by the CDA or the CDA to any Deliverable thereby making such Deliverable non-conformant with Contractor design and/or operation specifications.
- k) "Improvements" as used herein, shall mean Contractor changes made to Deliverables from time to time either to provide additional functions for CDA use or to correct errors and other performance deficiencies noted by a CDA and reported to Contractor.
- l) "Purchase Order" as used herein, shall mean a document issued by the CDA's Contracts & Purchasing Division on behalf of the CDA for one or more Products or Deliverables in accordance with the terms and conditions of this Agreement.
- m) "Licensed Software" as used herein, shall mean computer program(s) acquired from Contractor under an agreement whereby the CDA acquires the right to use the product but does NOT acquire the licensor's: (1) title to the product nor, (2) liability for payment of any tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.
- n) "Designated PU" as used herein, shall mean any Processor Unit (PU) or attached processor (AP) complex, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one PU for either different Sites or Site(s) with multiple interconnected PU's.
- o) "Site" as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.
- p) "Specifications" as used herein, shall mean the Contractor's published technical and non-technical detailed descriptions of a Deliverable's capabilities and/or intended use.
- q) "POP" (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be 18 hours per day, 7 days a week "PPM" (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 8:00 AM and 5:00 PM Monday through Friday, exclusive of published CDA holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as "Non-PPM" (Non-Prime Period Maintenance).
- r) "Warranty Period" as used herein, shall mean the twelve (12) months following acceptance by the CDA of the System after successful completion of all Site Acceptance Tests.

C. ACQUIRING DELIVERABLES

- a) Subject to the terms and conditions of this Agreement, Contractor shall sell, transfer, convey and/or license to the CDA any duly ordered Deliverable. Such Deliverables shall be available in the Product Schedule and listed in Purchase Orders issued by a CDA. Purchase Orders shall contain, as appropriate, the following related information:



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- 1) Delivery Site and CDA Contact Person
 - 2) Identity of this Agreement by Reference Number
 - 3) Contractor Contact Person and Contact Information
 - 4) For hardware and software Deliverables
 - a. Installation PU and Operating System
 - b. Product Number, Description and Quantity
 - c. Applicable rate, license term, and quantity extensions
 - d. Applicable installation and other one-time charge rate(s)
 - e. Applicable maintenance and support provisions and rate(s)
 - f. Applicable product maintenance and support zone & surcharge rate(s)
 - 5) For services
 - a. Description of service
 - b. Quantity of hours or days to be purchased, by service level classification
 - c. Applicable Project Implementation and Quality Assurance Plans
 - 6) Implementation Summary, if applicable
 - 7) Current Product Schedule, if applicable
 - 8) Invoice Schedule, if applicable
 - 9) Total Cost
 - 10) Valid authorization from Contracts and Purchasing Division
- b) Any Purchase Order which has been accepted by the Contractor, shall be attached to, and subject to the terms and conditions of, this Agreement and shall remain attached until such time as the Purchase Order obligations are fulfilled or until CDA acceptance of full performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement. During the period of attachment, the Purchase Order shall be known as an "Attachment" and shall hereinafter be referred to as such.
- c) Contractor may supplement the Product Schedule at any time to make additional products, services and related terms available to the CDA, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the CDA with a cover letter documenting formal approval of the supplement by a Contractor representative then legally empowered to so act.
- d) Notwithstanding any other provision of this Agreement, no material change may be made to the list of Products on the Product Schedule that alters the nature or scope of the Products or their intended use. Any change in the Products listed in the Product Schedule is conditioned upon the new products being of a similar nature and having a similar use as the defined Products. An update of the Products or the addition of Products that are related to or serve similar functions as the Products is permissible only with the prior approval of the CDA. Upon CDA receipt of ninety (90) calendar days' prior written notice, Contractor may update the Deliverable Price Schedule pricing by amending the Product Schedule effective July 1 of any CDA of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of five percent (5%) or the Consumer Price Index in any CDA of Connecticut fiscal year. In no case shall any such increase exceed Contractor's published prices



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- then applicable to local governments and other CDAs. CDA shall provide Contractor written acknowledgement, for Contractor's records, of such received amendment.
- e) Deliverables ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.
 - f) Contractor shall provide CDA with a discount on any Product Schedule pricing according to Contractor's discount policy in effect when a Purchase Order is placed or according to the discount shown on the Product Schedule, whichever is greater.
 - g) The CDA is authorized to use any Licensed Software to develop and/or enhance said CDA's systems, only in the pursuit of its own business interests, on any designated PU specified in a Purchase Order and for no other purpose. Any such Licensed Software shall be nonexclusive and nontransferable. The CDA agrees that it shall use its best efforts to prohibit any Licensed Software Deliverable use in a manner, whether directly or indirectly, which would enable the CDA's users to use the Licensed Software on any other PU.
 - h) Notwithstanding the foregoing restrictions on use, the CDA may use the Licensed Software Deliverable on another PU or Site in the following circumstances:
 - 1) If the CDA determines that a designated PU or Site cannot be used because of equipment or software inoperability, or initiation of a disaster recovery test or a disaster recovery event.
 - 2) If the CDA designated PU is replaced by a CDA, said CDA may designate a successor PU and use the Deliverable on that PU regardless of speed and performance. Prior to such other use, CDA shall give Contractor written notice of such intended use and such other use shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the CDA associated with it.
 - 3) If the CDA designated PU is removed to another location, the CDA may move any Licensed Software Deliverable and supporting materials to that location which physically replaces the original location. Prior to such moving of any such Deliverable and supporting materials, the CDA shall give Contractor written notice of such intended movement and such movement shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the CDA associated with it.
 - i) The CDA may make a maximum of five (5) copies of each Licensed Software Deliverable and a maximum of five (5) copies of the user manuals/documentation and supporting materials for each such software Deliverable and shall have no cost or charge to the CDA associated with the making of these copies. The CDA shall maintain an accurate record of the location of such copies at all time and such record shall be available to Contractor. All such copies shall be subject to the terms and conditions of this Agreement.

D. PROJECT ADMINISTRATOR

- a) The CDA shall designate a Project Administrator, who shall be replaced at the sole discretion of the CDA. The Project Administrator shall be the sole authority to act for the CDA under this Agreement, solely for any Deliverable(s) initially acquired/installed from the Contractor and such sole authority shall continue to be in effect until successful completion of the Warranty Period. Whenever the CDA is required, by terms of this Agreement to provide written notice to the Contractor, such notice must be signed by the Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by the Commissioner of the CDA.
- b) The milestones and deliverables that are defined in the Invoice Schedule will be recognized for the purposes of payment to the Contractor. For each of these milestones and all associated deliverables, the



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Supplier will submit an invoice with sufficient detail to justify the charges along with a copy of the CDA's "Notice of Acceptance" letter for that milestone and all associated deliverables to the Project Administrator.

- c) Any additions to or reductions in the Deliverables and prices for work completed in the performance of the Project Implementation Summary must be executed according to the provisions of Section 5. CHANGE ORDERS.

E. CHANGE ORDERS

- a) The CDA may at any time, with written notice to Contractor, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended CDA laws and regulations. Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to System deficiencies or if the System does not fully perform in accordance with this Agreement, shall be made by Contractor without charge to the CDA or the CDA. Any investigation that is necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.
- b) The written change order request shall be issued by the CDA. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the CDA with a written statement that the change has no price impact on the Contractor or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the CDA resulting in a change in the work shall specify the total cost by the number of hours or days times the applicable service rate, itemized by each applicable service rate scale, as specified within the Product Schedule.
- c) No change order shall become effective, nor there be any change in the Project Implementation Summary, until Contractor's receipt of a Purchase Order or Purchase Order Change Notice. No employee, officer, or representative of the CDA, including the CDA Project Administrator, or the Contractor shall circumvent the intent of this section.

F. DELIVERY, INSTALLATION & DEINSTALLATION

- a) CDA shall undertake at its own expense to prepare and make available to Contractor the site of installation of any hardware Deliverable in accordance with Contractor furnished Specifications. If preparation for installation has not been completed, the CDA shall so notify Contractor as soon as possible but no later than ten (10) days prior to the scheduled hardware Deliverable installation date. If the CDA installation site requirements do not meet Contractor Specifications, the CDA shall be charged, at prices in effect at the time of the CDA's order, for any extra work and ancillary materials required to complete installation.
- b) Contractor shall provide such pre-installation and post-installation hardware Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training as to facilitate proper installation and operation of all Deliverables. Additional Contractor assistance, if requested by the CDA and issued in a Purchase Order, shall be furnished at the CDA expense at Contractor's published rates.
- c) Contractor represents and warrants that it shall complete installation of the System in accordance with the Project Implementation Summary.



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- d) CDA ordered System de-installation, relocation and reinstallation of any System previously installed at a CDA site or the CDA's designated site shall be at CDA's expense according to Contractor's prices then in effect for such services

G. DELIVERABLE EVALUATION & ACCEPTANCE

- a) Except as may be stipulated within Section 4. PROJECT ADMINISTRATOR, any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to an evaluation and acceptance period at the CDA installation site. For a Deliverable installed by Contractor, said period shall commence on the CDA work day next following written Contractor notification to the CDA that the Deliverable is installed and ready to undergo evaluation and acceptance testing. The evaluation and acceptance testing is defined as successful execution of the final SAT followed by thirty (30) contiguous days of Deliverable performance and Contractor service which satisfies CDA criteria specified in Section 9. SOFTWARE MAINTENANCE & SUPPORT and Section 10. HARDWARE MAINTENANCE & SUPPORT. For a Deliverable installed by CDA, said period shall commence on the CDA workday next following receipt of the Deliverable by CDA.
- b) Should any Deliverable fail to be satisfactory as specified in Subsection 7.a. due to circumstances beyond Contractor's control, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Contractor and CDA.
- c) Successful completion of the Deliverable evaluation and acceptance period shall be determined by CDA and verified on CDA Form SDP-6 "Data Processing Installation/Removal." The license shall be effective commencing on the CDA's SDP-6 "Acceptance Date" which shall be considered to be the first workday following the successful Deliverable evaluation and acceptance period. The CDA agrees to complete any required Contractor acceptance certificate.
- d) If the CDA does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 7.a., the CDA may then release the Deliverable to Contractor and be relieved of all financial obligations therefore.
- e) Notwithstanding Subsection 7.c., for any Deliverable under this Agreement, the "Acceptance Date" shall mean the first workday following the successful System evaluation and acceptance period.

H. PAYMENTS & CREDITS

- a) The CDA shall pay any charges for Deliverables shown in each Attachment promptly after receipt of the Contractor invoice applicable to the calendar month or other period during which Contractor has the obligation to provide the Deliverable to the CDA (hereinafter referred to as the "Due Date"). Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachments.
- b) Payment of Contractor charges for any license term or license maintenance and support term shall entitle the CDA to use the Deliverable, free of any usage charges, at the CDA's convenience at any time during the applicable term, excluding the time required for maintenance and support.
- c) Contractor may assign any license payments (but not any associated service payments), in whole or in part, upon prior written notice to the CDA and compliance with the requirements of the CDA's Comptroller's Office concerning such assignments. Notwithstanding any such assignment, Contractor agrees that the CDA shall quietly have and enjoy use of the Deliverable, free of any repossession or any claims by Contractor or its successors and assigns, subject to the terms and conditions of this Agreement, provided the CDA is not in default hereunder. No Deliverable assignment by Contractor shall relieve Contractor of any obligations under this Agreement without prior written CDA consent in each such instance.



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- d) The CDA shall be liable to Contractor for a charge for an item that is not listed on the Product Schedule only if the related order has been placed by an authorized CDA representative. Any Contractor time and materials charge shall reflect only reasonable expenditures actually incurred by Contractor in rendering CDA services at the Deliverable installation site.
- e) Contractor shall furnish separate invoices for each Purchase Order and each license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.
- f) When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.
- g) Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:
 - 1) If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.
 - 2) If the license fee specified in the Attachment is payable in one lump sum, there shall be no additional charge for maintenance and support during the twelve (12) months following the Deliverable Acceptance Date, or during the Warranty Period if applicable.
 - 3) For the year after the period for which periodic payments are payable, or twelve (12) months after the Deliverable Acceptance Date or immediately after the Warranty Period if applicable, as the case may be, Contractor shall continue to provide the CDA with maintenance and support services provided the CDA elects to pay Contractor the applicable maintenance and support charges then in effect.
 - 4) For each subsequent year, Contractor's obligation to provide maintenance and support services and CDA's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by the CDA at least thirty (30) days prior to such renewal date.
- h) It shall be the responsibility of the CDA to pay any charges due hereunder within forty-five days after the acceptance of the Deliverable or services being rendered, as applicable, after having received the Contractor invoice.
- i) Failure by the CDA to make payment within the forty-five (45) day period after which services have been rendered and an undisputed invoice provided, shall not constitute a default or breach, but rather, shall entitle Contractor to receive interest on the undisputed amount outstanding after said forty-five (45) days in accordance with CDA of Connecticut statutes.
- j) Notwithstanding this Section 8., Invoices for Deliverables shall be paid as follows:
 - 1) The CDA shall pay Contractor within forty-five (45) days after Deliverables have been accepted by the CDA and an invoice in accordance with the Project Implementation Schedule has been received. Charges for services shall be based upon actual billable time incurred for such Deliverables, however, such charges shall not exceed the associated "not-to-exceed cost" in accordance with the Invoice Schedule.
 - 2) There shall be a ten percent (10%) holdback from the monies that are due for each Deliverable accepted by the CDA.
 - 3) Upon successful completion of the System evaluation and acceptance period, determined by the CDA and verified on CDA Form SDP-6, CDA shall pay Contractor one-half of the holdback monies.



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- 4) Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Contractor.

I. SOFTWARE MAINTENANCE & SUPPORT

- a) After acceptance of any software Deliverable by the CDA and subject to the terms, conditions, and charges set forth in this Agreement, Contractor represents and warrants that maintenance and support services for any software Deliverable shall be provided to the CDA as follows:
 - 1) Contractor shall provide such reasonable and competent assistance as necessary to cause the Deliverable to perform in accordance with applicable portions of the Specifications
 - 2) Contractor shall provide Improvements which may be available to Contractor to any Deliverable
 - 3) Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment
- b) Maintenance and support services shall be provided by the Contractor on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Contractor by the CDA before the end of the initial term or any renewal term of maintenance and support services.
- c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.
- d) Contractor shall have full and free access to any Deliverable to provide required services thereon.
- e) If any Licensed Software Deliverable becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Contractor is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the CDA to Contractor of such failure to operate, any such Deliverable so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said CDA without further obligation or liability.
- f) Contractor shall respond to the CDA's telephone requests for technical support relative to any installed software Deliverable within four (4) hours of such requests. Failure to provide reasonable and competent telephone assistance, in the CDA's sole determination, within the four (4) hour period shall entitle CDA to either credit or reimbursement against current charges payable to the Contractor, for a non-perpetual license in the amount of ten percent (10%) of the Contractor's current license fee for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by a CDA, for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor.

J. HARDWARE MAINTENANCE & SUPPORT

- a) CDA shall be responsible for site work external to, but required for, hardware Deliverable installation and for Contractor maintenance time and material costs of hardware Deliverable repairs necessitated by CDA misuse or negligence.



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- b) Contractor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Contractor, however, this provision does not preclude Contractor granting approval for such performance by persons not representing the Contractor.
- c) Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the preventive and remedial maintenance requirements and Section 11. SYSTEM RELIABILITY.
- d) Contractor shall have full and free access to any hardware Deliverable to provide required service thereon. Contractor shall maintain an on-site hardware Deliverable log to contain brief descriptions of CDA reported problems and the associated remedial or scheduled preventive maintenance services performed on any installed hardware Deliverable.
- e) Preventive maintenance shall be provided at a time mutually agreeable to CDA and Contractor, and may be charged to CDA at Non-PPM service rates unless scheduled during a PPM period. Preventive maintenance shall conform to the hardware Deliverable manufacturer’s recommended schedules and procedures, and may be performed concurrently with remedial maintenance.
- f) Contractor shall arrive at the System site within four (4) hours upon receipt of CDA request for PPM. Unless other arrangements are agreed to by CDA, should the Contractor representative arrive at the System site one (1) hour or more before the end of a PPM period, remedial Maintenance shall be then completed, or continued for a grace period of up to one (1) hour beyond the PPM period without charging the CDA for Non-PPM service. At the expiration of the grace period, the CDA shall have the option to either complete such Maintenance at current Non-PPM rates or schedule Maintenance resumption at the beginning of the next daily PPM period.
- g) At CDA’s option, any Contractor PPM service may be extended to cover any Non-PPM period by the CDA’s ordering and paying for such additional Maintenance coverage period(s) according to the Product Schedule’s provisions for: (1) On-Call (unscheduled) hourly rate Non-PPM, and/or, (2) scheduled Non-PPM surcharge(s). The omission on the Product Schedule of Maintenance Charges for said extended periods of maintenance indicates that such additional maintenance coverage is not offered by the Contractor.

K. SYSTEM RELIABILITY

- a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive CDA use as configured and installed within the agreed operating environment. Continued acceptability of such System performance reliability shall be based on the CDA's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive CDA use of the System according to the agreed requirements and Contractor operating specifications.
- b) The required reliability (Computed % Reliability) for the System during any calendar month is ninety-eight point three percent (98.3%) uptime availability for aforesaid productive CDA use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

with Available-Time-per-Month equated to 24 hours times the number of days in the month, which shall be deemed to correspond to POP during each calendar month and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the CDA or any specific site is precluded from aforesaid productive System use.

EXAMPLE:



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Given: Available-Time-per-Month was 720 hours.
Downtime-per-Month was 3.60 hours.

Then: Computed % Reliability = $\frac{(720 - 3.60)}{720} = 99.5\%$

- c) A given instance of System downtime shall start after receipt by the Contractor of a bona fide CDA service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Contractor to the CDA that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive CDA use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:
 - 1) Any nonproductive System use time caused by the CDA or the CDA's authorized third party
 - 2) Any time during which the CDA fails to make the System available for Contractor's remedial service

L. SYSTEM WARRANTIES

- a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Agreement and Contractor's proposal, and be free from defects in material and workmanship upon acceptance of the System by the CDA and for a minimum period of the Warranty Period. Additionally, during the Warranty Period, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to CDA, as necessary to maintain ongoing System reliability according to Section 11. SYSTEM RELIABILITY.
- b) If the ongoing performance of Contractor maintenance and support of the System or if the System does not conform to Section 11. SYSTEM RELIABILITY, the CDA shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period to correct the applicable Deliverable deficiency and restore the functioning of the Deliverable and System to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to fail to meet these specifications, then the Contractor shall be in material default of this Agreement.
- c) In addition to as may otherwise be provided in this Agreement, any material default by the Contractor during the Warranty Period, the CDA may, by written notice to Contractor signed by the Project Administrator, terminate this Agreement. In event of such termination, the Contractor shall reimburse CDA of all monies paid by CDA to Contractor under this Agreement.

M. OTHER WARRANTIES

- a) Contractor hereby warrants its ownership and/or marketing rights to the software license Deliverables. Unless stated otherwise in an Attachment, Contractor hereby warrants that a software Deliverable installed by Contractor, or installed by the CDA in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 9. SOFTWARE MAINTENANCE & SUPPORT. This latter warranty shall not apply to any software Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.
- b) If the ongoing performance of the software Deliverable does not conform to Section 9. SOFTWARE MAINTENANCE & SUPPORT provisions of this Agreement, the CDA shall give



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Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 9., the Contractor shall be in material default of this Agreement and the CDA at its option may thereupon:

- 1) In addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 12.c.
- 2) Request Contractor to replace said Deliverable at Contractor's expense with a functional Deliverable or competent service.
- 3) Terminate the Deliverable license or service without CDA penalty, further obligation or financial liability. In the event of such termination, the CDA shall be entitled to a refund of monies paid to the Contractor according to the following schedule:
 - a. Termination of a lump-sum payment perpetual license:

Period that terminated Deliverable license has been in effect with Acceptance Date in:

1st - 12th month:	100% of license fee paid to be refunded
13th - 24th month:	75% of license fee paid to be refunded
25th - 36th month:	50% of license fee paid to be refunded
37th month and over:	25% of license fee paid to be refunded
 - b. Termination of associated services or a periodic payment license or a lump-sum payment non-perpetual license:

All fees paid by the CDA to the Contractor applicable to the period following default shall be refunded to the CDA.
- c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Agreement.

N. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

- a) Contractor hereby grants the CDA, at no additional cost, rights to copy and use any patented, copyrighted, licensed or proprietary software Deliverable solely in the pursuit of its own business interests. The CDA shall promptly affix to any such copy a reproduction of the patent, copyright, license or proprietary rights information notice affixed to the original Deliverable. The CDA shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.
- b) Contractor agrees to indemnify, hold harmless and defend the CDA and any CDA from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to CDA use of any software Deliverable, except where the CDA modifies or adapts said Deliverable without Contractor consent. Contractor agrees to satisfy any final award arising from any said claim or proceeding. The CDA or the CDA agrees to give Contractor prompt written notice of any impending said claim or proceeding, and agrees to Contractor's right to conduct any defense thereof.
- c) In the event any software Deliverable becomes the actual or prospective subject of any said claim or proceeding, Contractor may, at its discretion:
 - 1) Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the CDA's Deliverable dependent performance capability)



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- 2) Obtain for said CDA the right to continued Deliverable use
- 3) If Deliverable use is prevented by injunction, take back the Deliverable and credit the CDA for any charges unearned as a result of enjoined use as follows:
 - a. Where the license specified in the applicable Attachment is less than perpetual, Contractor shall promptly refund the CDA the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
 - b. Where the license specified in the applicable Attachment is perpetual:
 - (1) Periodic Payment License: Contractor shall promptly refund the CDA the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
 - (2) Lump-Sum Payment License: Contractor shall promptly refund the CDA any Deliverable maintenance and support charges paid by the CDA to the Contractor applicable to the infringement period plus a sum computed as follows:

Period that infringing Deliverable license has been in effect with Acceptance Date in:	
1st - 12th month:	100% of license fee paid
13th - 24th month:	75% of license fee paid
25th - 36th month:	50% of license fee paid
37th month and over:	25% of license fee paid
- d) Contractor shall have no liability for any infringement claim or proceeding based on the CDA's use of a Deliverable for which it was neither designed nor intended and Contractor has provided written notification to said CDA of such inappropriate use.

O. CONFIDENTIALITY; NONDISCLOSURE

- a) All material and information provided to the Contractor by the CDA or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the CDA or providers or any information generated by the Contractor without the prior express written consent of the CDA.
- b) The CDA shall exercise at least the same degree of care to safeguard any Licensed Software Deliverable as the CDA does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software Deliverable nor any part thereof received by CDA under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the CDA to its employees or its representatives, provided such disclosures are reasonably necessary to CDA's use of the Deliverable, and provided further that CDA shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement.
- c) The CDA shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The CDA shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 15.) or permit any third party to reproduce or copy or otherwise use such Deliverable. The CDA will not create derivative works, translate, reverse engineer or decompile the Licensed Software Deliverable, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Deliverable software.



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- d) Contractor hereby agrees that:
 - 1) All CDA information exposed or made available to Contractor or its representatives is to be considered confidential and handled as such.
 - 2) Any such CDA information is not to be removed, altered, or disclosed to others in whole or in part by Contractor and its representatives.
 - 3) All CDA security procedures shall be adhered to by Contractor and its representatives.
- e) It is expressly understood and agreed that the obligations of this Section 15 shall survive the termination of this Agreement.

P. DELIVERABLE REPLACEMENTS & UPGRADES

- a) The CDA may order replacement of any Deliverable license with any other Deliverable license then available to the CDA. Contractor shall provide the CDA with a discount or credit according to Contractor's policy then in effect or according to the credit shown below, whichever is greater:
 - 1) Replacement Deliverable that was provided by the Contractor under a lump sum payment perpetual license
Period license of replaced Deliverable has been in effect starting with Acceptance Date:

1st - 12th month:	75% of license fee paid shall be credited toward fee for Replacement Deliverable
13th - 24th month:	50% of license fee paid shall be credited toward fee for Replacement Deliverable
25th - 36th month:	25% of license fee paid shall be credited toward fee for Replacement Deliverable
37th month and over:	No credit toward fee for Replacement Deliverable
 - 2) Replaced Deliverable that was provided by the Contractor under a periodic payment license:
License fee payments for a replaced Deliverable shall terminate on the Acceptance Date of the replacement Deliverable.
 - 3) Replaced Deliverable that was provided by the Contractor under a lump-sum payment non-perpetual license:
There shall be a prorated adjustment of the license fee payment for a replaced Deliverable as of the Acceptance Date of the replacement Deliverable.
- b) The license fee for any replacement Deliverable applies commencing on the Acceptance Date of such Deliverable.
- c) Contractor shall keep current any installed Deliverable that it has supplied throughout its license term by delivering, at no cost or expense to a CDA, the most current release of said Deliverable to the CDA, provided that said CDA has paid or will pay the most recent applicable annual maintenance charges.

Q. RISK OF LOSS & INSURANCE

- a) The CDA shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit to or from a CDA installation site, or while in a CDA's possession, except when such loss or damage is due directly to CDA gross negligence.
- b) In the event Contractor employees or agents enter premises occupied by or under control of a CDA in the performance of their responsibilities, Contractor shall indemnify and hold said CDA harmless from and defend it against any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of



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commission or omission of said employees or agents. Without limiting the foregoing, Contractor shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 37. WORKERS' COMPENSATION.

R. DELIVERABLE ALTERATIONS

- a) Alterations of any hardware Deliverable may be made only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to customer or CDA.
- b) All inventions or improvements to the computer programs and/or base software developed by the Contractor pursuant to this Agreement shall become the property of the CDA. The CDA shall retain all ownership rights to any such inventions or improvements. The Contractor shall receive a non-exclusive, royalty-free license for any software, software enhancement, documentation or invention developed under this Agreement. The Contractor may sublicense any software, software enhancement, invention or improvements developed by the Contractor pursuant to this Agreement to third parties on the same royalty-free basis as provided by the CDA to the Contractor hereunder.
- c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the CDA shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.
- d) Any Alteration of a Licensed Software Deliverable by the CDA without prior written consent of Contractor shall void the obligations of Contractor under Section 9. SOFTWARE MAINTENANCE & SUPPORT for the Deliverable. Contractor shall indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9. SOFTWARE MAINTENANCE & SUPPORT and which will not. The CDA understands and agrees that Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the CDA any rights, with respect to such new or different product, not granted to other product users.

S. LIMITATION OF LIABILITY

- a) In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.
- b) Contractor shall indemnify, defend and hold harmless the CDA and the CDA from and against all:
 - 1) Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Agreement including, but not limited to, acts of commission or omission or breach, (collectively, the "Acts") by the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties")
 - 2) Liabilities arising, directly or indirectly, in connection with this Agreement, out of the Contractor's or Contractor Parties' Acts concerning its or their duties, obligations, representations and warranties as set forth in this Agreement
 - 3) Damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury and/or property damage



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T. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

U. SOURCE CODE ESCROW

- a) Contractor agrees to store their own intellectual property, at the expense of the CDA, during the term of this Agreement at a third party site, as set forth in the pricing provided by the supplier, a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Licensed Software Deliverables. Said third party site, source code, documentation and instructions will be affirmed to the CDA in writing by Contractor within fourteen (14) days of a request of the CDA. Contractor shall immediately arrange for the surrender of such source code, documentation and instructions to CDA:
 - 1) If Contractor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;
 - OR
 - 2) If Contractor or its successors or assignees discontinues support of the Deliverables for any reason.
- b) Contractor shall arrange so that the CDA shall have the right at any time to contact the so identified third party and shall also arrange so the CDA's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Contractor to the third party to release the source code, documentation and instructions to the CDA under the circumstances specified in this section.
- c) In no event shall a CDA use the source code, documentation and written instructions for purposes other than satisfying CDA needs. Title to any source code released to the CDA in compliance with this Section 21. shall remain with Contractor and the CDA shall continue to treat the released materials as valuable and proprietary trade secret information of Contractor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The CDA agrees that any released source code shall be used solely for the business purposes of CDA and shall not be disclosed to any third party pursuant to this Agreement.

V. REMEDIES AND LIQUIDATED DAMAGES

UNDERSTANDING AND EXPECTATIONS

The Contractor agrees and understands that the CDA or the CDA may pursue contractual remedies for both programmatic and financial noncompliance. The CDA, at its discretion, may impose or pursue one or more remedies for each item of noncompliance and will determine sanctions on a case-by-case basis. The CDA's pursuit or non-pursuit of a tailored administrative remedy shall not constitute a waiver of any other remedy that the CDA may have at law or equity. The remedies described in this Section are directed to the Contractor's timely and responsive performance of the Deliverables.

ADMINISTRATIVE REMEDIES

- a) Contractor responsibility for improvement: The CDA expects the Contractor's performance to continuously meet or exceed performance criteria over the term of this Agreement. Accordingly, Contractor shall be responsible for ensuring that performance for a particular activity or result that



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- fails to meet the requirements of the Project Implementation Summary or this Agreement must improve within thirty (30) days of written notice from the CDA regarding the deficiency.
- b) Notification and interim response: If the CDA identifies areas of Contractor performance that fail to meet performance expectations, standards, or schedules, but which, in the determination of the CDA, do not result in a material delay in the implementation or operation of the System, the CDA will notify Contractor of such deficiency or exception. Contractor shall within three (3) business days of receipt of written notice of such a non-material deficiency, provide the CDA Project Manager a written response that
- 1) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured, or
 - 2) If Contractor disagrees with the CDA's findings, its reasons for disagreeing with the CDA's findings. Contractor's proposed cure of a non-material deficiency is subject to the approval of the CDA. Contractor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the CDA as a material deficiency and entitle the CDA to pursue any other remedy provided in this Agreement or any other appropriate remedy the CDA may have at law or equity.
- c) Corrective Action Plan: the CDA may require the Contractor to submit to the CDA a detailed written plan (the "Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the CDA and is subject to approval by the CDA, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all oral and written performance criteria. The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit the CDA from assessing additional remedies or pursuing other approaches to correct substandard performance.
- d) Additional remedies: the CDA at its own discretion may impose one or more of the following remedies for each item of noncompliance or sub-standard performance and will determine the scope and schedule of the remedy on a case-by-case basis. Both Parties agree that a state or federal statute, rule, regulation or guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.
- 1) Corrective Action Plans
 - 2) Additional, more detailed, financial, programmatic and/or ad hoc reporting by the Contractor, at no cost to the CDA, to address performance issues
 - 3) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the CDA and resulting from the Contractor's performance or non-performance under this Agreement
 - 4) Assess liquidated damages pursuant to Section 22.3., below, and deduct such damages against Contractor payments as set-off

The CDA will formally notify the Contractor of the imposition of an administrative remedy in accordance with paragraph (b) of this Section. Contractor is required to file a written response to such notification in accordance with paragraph (b) of this Section.



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- e) Review of administrative remedies: Contractor may request a review of the imposition of the foregoing remedies. Contractor must make the request for review in within ten (10) business days of receipt of written notification of the imposition of a remedy by the CDA.

LIQUIDATED DAMAGES

The liquidated damages prescribed in this section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of the CDA's projected financial loss and damage resulting from the Contractor's nonperformance, including financial loss as a result of project delays. Accordingly, in the event Contractor fails to perform in accordance with this Agreement, the CDA may assess liquidated damages as provided in this Section.

- a) Failure to Provide Deliverables: In the event the Contractor fails to provide Deliverables in accordance with the Project Implementation Summary, the CDA may assess a liquidated damage of \$1,000 each business day of such failure. Liquidated damages assessed pursuant to this paragraph shall not exceed five percent (5%) of all amounts then currently payable to Contractor, or \$5,000, whichever is greater
- b) Failure to Return to Normal Operating Condition: In the event the System is not in normal operating condition for reasons other than those constituting Force Majeure, or the introduction of a software virus, and Contractor fails to return the System to normal operating condition, or activate interim manual operations as per the business and technical requirements, within four (4) hours following notification, the CDA may assess a liquidated damage of \$1,000 per hour beyond the four (4) hours that the System is not in normal operating condition. If the inoperability of the System is caused by the introduction of a software virus, the damages specified in paragraph (c) of this section shall apply. Liquidated damages assessed pursuant to this paragraph shall not, for any given event where the System is not in normal operating condition, exceed 100% of all amounts then currently payable to Contractor, or \$60,000, whichever is greater
- c) Introduction of Software Virus: In the event Contractor introduces any software virus into the System or any other CDA or state or federal agency system, the CDA may assess a liquidated damage of \$5,000 per incident. Should the software virus cause system downtime, failure to return the system to normal operating condition within four (4) hours will result in liquidated damages of \$5,000 per hour beyond the initial four hours. Should a software virus introduced by the Contractor cause any other CDA system downtime, this shall be considered a separate incident and liquidated damages will be assessed at a rate of \$5,000 per hour of downtime for each CDA system. Contractor shall additionally bear the cost of all claims, judgments, legal fees, and associated costs due to Contractor negligence, misconduct, security breach or any other cause hereunder that is directly attributable to the Contractor. Liquidated damages assessed pursuant to this paragraph shall not, for each event or incident, exceed 100% of all amounts then currently payable to Contractor, or \$300,000, whichever is greater
- d) Contractor's Responsibility for Substandard Performance: The Contractor shall be responsible for ensuring that performance for a particular activity or result that falls below the Project Implementation Summary, or this Agreement, must improve within thirty (30) days of the first assessment of liquidated damages for that activity or result. In the event the Contractor's performance continues to be unacceptable following the assessment of a liquidated damage and implementation of a Corrective Action Plan, the CDA may in its discretion impose a lump sum liquidated damage of \$10,000 for each month that the Contractor's performance fails to improve. This remedy shall be a separate remedy above and beyond any other remedies the CDA may have at law or equity, including Termination.



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- e) Right to Terminate on Failure to Cure: If the Contractor fails to cure any noncompliance or nonperformance related to an assessment of liquidated damages, within five (5) POP days, the CDA may terminate this Agreement pursuant to the Termination sections, herein
- f) Contractor responsibility for associated costs:
 - 1) If the CDA terminates this Agreement pursuant to this Section, Contractor shall be responsible to the CDA for all costs incurred by the CDA that are reasonably attributable to the Contractor's non-compliance or substandard performance, including costs to replace the Contractor and procure related products and services
 - 2) Contractor shall bear the cost of all claims, judgments, legal fees, and associated costs due to negligence, misconduct, security breach or any other cause that is directly attributable to the Contractor's performance under this Agreement
- g) Cap on damages: Damages imposed pursuant to this Agreement shall not in the aggregate exceed 100% of the Total Project Cost of this Agreement
- h) Method of Payment: The CDA may elect to assess a liquidated damage directly to the Contractor, or it may deduct amounts assessed as liquidated damages as set-off against payments then due to the Contractor or which become due at any time thereafter

W. TERMINATION OF AGREEMENT

This Section 23. TERMINATION OF AGREEMENT shall become effective upon approval of this Agreement and shall survive until successful completion of the Warranty Period. During the time this Section 23 remains in force, this Agreement shall be subject to termination according to the following and as otherwise provided in this Agreement:

- a) Mutual Agreement

This Agreement may be terminated by mutual agreement, in writing, of the parties. The effective date of such termination and the responsibilities of the parties shall be set forth as a part of that Agreement.

- b) Default by the Contractor

The CDA may, by written notice to Contractor, signed by the Project Administrator, terminate the Contractor's right to proceed under this Agreement if the Contractor:

- 1) Materially fails to perform the services within the time specified or any extension thereof; or
- 2) So fails to make progress as to materially endanger performance specified in this Agreement in accordance with its terms; or
- 3) Otherwise fails to perform any other material provisions of this Agreement; provided, however, that in such event the CDA, through the Project Administrator, shall give the Contractor at least thirty (30) days' prior written notice

Termination for default at the option of the CDA shall be effective thirty (30) days after receipt of such notice, unless the Contractor corrects said failure(s) within thirty (30) days after receipt by the Contractor of such written notice. In the event of such Agreement termination, the Contractor shall reimburse CDA of all monies paid by CDA to Contractor under this Agreement and Contractor shall be liable to compensate the CDA for any additional costs reasonably incurred by the CDA in obtaining such services; provided that the failure to perform under this Agreement which results in termination pursuant to this Subsection 22.b. arises out of cause or causes other than those described in Section 20. FORCE MAJEURE.

- c) Termination by the Project Administrator



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The Project Administrator, by sixty (60) days' prior written notice to the Contractor, may terminate performance of work under this Agreement, in whole or in part, when it is in the best interest of the CDA to do so. In the event of such termination, the Contractor will be compensated by CDA for work performed prior to such termination date and for all reasonable costs to which the Contractor has, out of necessity, obligated itself as a result of this Agreement.

X. TERMINATION OF PURCHASE ORDERS

In addition to as otherwise may be provided in this Agreement, the CDA may terminate early and without penalty, and without default on the part of the Contractor, any license or associated service on any Attachment by releasing Contractor from further responsibility to provide the Deliverable, under the following conditions:

a) Termination in the Interest of CDA

Upon thirty (30) days' prior written notice to Contractor, a CDA may terminate any service and/or applicable Purchase Order(s), in whole or in part, when it is in the best interest of the CDA to do so. In the event such termination pertains to associated service, the Contractor will be compensated for all work performed prior to and including such termination date.

b) Lack of Continued Funding

Upon ninety (90) days' written notice to Contractor, a CDA may terminate any Deliverable license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The CDA shall pay any Deliverable charges due prior to the non-funded period. If the necessary funding becomes available within ninety (90) days of such termination, CDA and Contractor agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.

Upon the termination of any such Deliverable license, the license and all other rights granted hereunder to the CDA shall immediately cease, and said CDA shall immediately upon receipt of written request from Contractor:

a) Return the Deliverable to Contractor; and

b) Purge all copies of the Deliverable or any portion thereof from all PU's and from any computer storage medium or device on which the CDA has placed Deliverable.

Y. GENERAL PROVISIONS

a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.

b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for comparable Contractor offerings to any other state or local government customer under like terms and conditions. If during the life of this Agreement Contractor provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the CDA.

d) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.



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- e) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
- f) This Agreement shall be deemed to have been made in the CDA of Connecticut and shall be governed in all respects by the laws of said CDA without giving effects to its conflicts of laws provisions.
- g) The CDA agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- h) Except as may be otherwise provided for in this Agreement, the CDA shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Contractor.
- i) If the CDA desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Attachment, Contractor shall provide said CDA with the appropriate version of the Deliverable, if available, on a 60-day trial basis without additional charge, provided a CDA has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, a CDA must elect one of the following three options:
 - 1) CDA may retain and continue to use the old version of the Deliverable and return the new version to Contractor and continue to pay the applicable license fee and maintenance and support charge for the old version;
OR
 - 2) CDA may retain and use the new version of the Deliverable and return the old version to Contractor, provided that any difference in the applicable license fee and maintenance and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party;
OR
 - 3) CDA may retain and use both versions of the Deliverable, provided CDA pays Contractor the applicable license fees and maintenance and support charges for both versions of the Deliverable.
- j) Contractor covenants and agrees that it will not, without prior written consent from the CDA, make any reference to the CDA in any of Contractor's advertising or news releases.
- k) Any Deliverable developed under this Agreement shall be the sole property of the CDA and the CDA shall have sole proprietary rights thereto. Contractor acknowledges and agrees that any program, process, equipment, proprietary know-how or other proprietary information or technology (and all associated documentation) that is produced or is the result of Contractor's performance of any work under this Agreement shall be owned solely by the CDA upon creation and Contractor shall have no rights in such property and Contractor agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this Section.
- l) Notwithstanding the foregoing, the CDA grants Contractor rights to use, sell, distribute and incorporate within Contractor's Deliverable base any and all programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) that Contractor produces or that is the direct result of Contractor's performance of any work under this Agreement. Such rights will result in a royalty payment to the CDA in the amount of 40% of



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- charges attributable to the sale of such portion of programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) excepting therefrom any sale between Contractor and any Local, CDA, Federal Government, including agency or political subdivision thereof to which no charge will apply. This royalty payment will cease on the five-year anniversary date of this Agreement. Contractor will submit to the CDA an annual report itemizing such charges, if any, and accompanying the report with a check made payable to "Connecticut Development Authority" in the amount of the royalty fees due the CDA. Such report will be sent to the notice address in Section 28. COMMUNICATIONS of this Agreement.
- m) Any forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the CDA.
 - n) The following items are hereby incorporated into this Agreement by reference:
 - 1) The RFP No. **CDA-7** issued on **May 17, 2007**.
 - 2) All Questions and Answers, dated **June 6, 2007**.
 - 3) Contractor's Proposal in response to the CDA's RFP, dated **June 22, 2007**.
 - o) Neither CDA nor Contractor shall employ an employee of the other party to this agreement for a period of one year after separation of that employee from the payroll of the other party or from the termination or expiration of this contract, whichever is later.
 - p) The CDA or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which are directly pertinent to the work to be performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions.
 - q) Time is of the essence: In consideration of the time limits for compliance with CDA law and CDA procedures, time is of the essence on the performance of the Services under this Agreement.

Z. ORDER OF PRECEDENCE

In the event of conflict of terms and conditions between or among the RFP, the Contractor proposal and this Agreement, the order of precedence is:

- 1) This Agreement
- 2) Any Clarification to the Proposal
- 3) The RFP, and any amendments thereto.
- 4) The Contractor's Proposal in response to the CDA's RFP

COMMUNICATIONS

Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

CDA: Connecticut Development Authority
999 West Street
Rocky Hill, CT 06067
Attn: Archana Ahuja-Giles

Contractor: As stated in page one of this Agreement.

Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable should be directed to:

CDA: The individual specified in the applicable Purchase Order
Contractor: The individual designated by Contractor in the Proposal or other response to the RFP issued by the CDA.



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Notices sent by United States' mail with postage prepaid shall become effective when mailed.

AA. GOVERNMENTAL COMPLIANCE

Contractor, its officers, agents and employees shall comply with all Applicable Laws, including without limitation Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. In addition, Contractor shall provide ongoing training to its employees as to the requirements of the ADA and the needs of persons protected by the ADA. Additional ADA provisions are incorporated herein by reference to paragraph 6 of Exhibit A.

BB. FREEDOM OF INFORMATION ACT

CDA has advised Contractor that CDA is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the "FOIA"), and that information relating to the Contractor, its services and its affairs received or maintained by CDA shall constitute "public records or files" for purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by CDA. Additional FOIA provisions are incorporated herein by reference to paragraph 4 of Exhibit A.

CC. STATE CONTRACTING REQUIREMENTS.

With respect to the provision of all services hereunder, Contractor agrees to comply with all applicable additional contracting requirements of the State of Connecticut set forth in attached Exhibit A (the "State Contracting Requirements"), and for purposes of Exhibit A and this Section, Contractor shall be deemed a "Contractor", and this Agreement shall be deemed the "Contract". In the event of any inconsistency between the State Contracting Requirements and the requirements of Applicable Law, such requirements of Applicable Law shall govern.

DD. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any persons having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) Contractor shall post a notice of the provisions of this section in a conspicuous place that is readily available for viewing by the employees of the Contractor.

EE. CONNECTICUT DEVELOPMENT AUTHORITY STATUTES

Contractor agrees to be bound by all applicable statutes pertaining to the CDA, including but not limited to C.G.S. Sections 32-10 through 32-23

GENERAL STATUTES, SECTION 1-218

This contract may be subject to the provisions of the Connecticut general statutes § 1-218. Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such



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records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

FF. GENERAL STATUTES SECTION 4d-31

Contracts, subcontracts, amendments to include State Comptroller's specifications. Each contract, subcontract or amendment to a contract or subcontract shall include any specifications established by the CDA Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the contractor or subcontractor, shall be compatible with and support the state's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

GG. GENERAL STATUTES SECTION 4d-32

Subcontract awards. (a) No contractor shall award a subcontract for work under a contract or for work under an amendment to a contract without the approval of the Chief Information Officer or his designee of (1) the selection of the subcontractor and (2) the provisions of the subcontract. (b) Each such contractor shall file a copy of each executed subcontract or amendment to the subcontract with the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in section 1-200.

HH. GENERAL STATUTES SECTION 4d-40.

General Assembly access to state agency records under contracts, subcontracts and amendments thereto. The Parties agree that pursuant to C.G.S. Sec 4d-40 the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices have on July 1, 1997.

II. GENERAL STATUTES SECTION 4d-44

This contract is subject to the provisions of Connecticut General Statutes § 4d-44 – Continuity of systems. In event of expiration or termination of contract, amendment or subcontract or default of contractor or subcontractor, Contractor agrees to ensure continuity of the System and related services, in the event that work under this contract is transferred back to the CDA or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the Contractor or subcontractor. Contractor provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the CDA of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which Contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former CDA employees who were hired by Contractor or subcontractor the opportunity for reemployment with the CDA.

The parties agree to enter into an amendment to this contract as soon as practicable to set out the express terms to comply with the provisions of C.G.S. §4d-44.



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JJ. TANGIBLE PERSONAL PROPERTY PROVISION

For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

- (1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the CDA of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the CDA's contracting authority, such information as the CDA may require to ensure, in the CDA's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.



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KK. ETHICS LAW SUMMARY FOR LARGE CONSTRUCTION OR PROCUREMENT CONTRACTS

(a) A state agency or institution or quasi-public agency that is seeking a contractor for a large state construction or procurement contract shall provide the summary state ethics laws developed by the CDA Ethics Commission pursuant to section 1-81b of the general statutes to any person seeking a large state construction or procurement contract.

Such person shall promptly affirm to the agency or institution, in writing, (1) receipt of such summary, and (2) that key employees of such person have read and understand the summary and agree to comply with the provisions of state ethics law.

No state agency or institution or quasi-public agency shall accept a bid for a large state construction or procurement contract without such affirmation.

(b) Each large state construction or procurement contractor shall provide the summary of state ethics laws described in subsection (a) of this section to all subcontractors and consultants and obtain an affirmation from each subcontractor and consultant that such subcontractor and consultant has received such summary and key employees of such subcontractor and consultant have read and understand the summary and agree to comply with its provisions.

The contractor shall provide such affirmation to the state agency.

Failure to submit such affirmations in a timely manner shall be cause for termination of the large state construction or procurement contract.

(c) Each contract with a contractor, subcontractor or consultant described in subsection (a) or (b) of this section shall incorporate such summary by reference as a part of the contract terms.

(d) Each subcontractor shall file a copy of each executed subcontract or amendment to the subcontract with the Chief Information Officer, who shall maintain the subcontract or amendment as a public record as defined in section 1-200.

LL. NOTICE TO CONTRACTORS

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit B [SEEC Form 11].

MM. WORKERS' COMPENSATION

Contractor agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.



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NN. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Exhibits do not contradict the provisions of the Sections of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

OO. SIGNATURE PAGE OF AGREEMENT

FOR: _____

**FOR: CONNECTICUT DEVELOPMENT
AUTHORITY**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



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EXHIBIT A

ADDITIONAL STATE CONTRACTING REQUIREMENTS

This Exhibit A is attached to and forms part of the Information Processing System Agreement dated as of _____, 2007 (the "Contract") between the Connecticut Development Authority ("CDA") and _____ (the "Contractor").

1. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of CDA at all times, and Contractor shall furnish all information concerning the services.

CDA or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Contract and shall allow such representatives free access to any and all such books and records. CDA will give the Contractor at least twenty-four (24) hours notice of such intended examination. At CDA's request, the Contractor shall provide CDA with hard copies of or electronic media containing any data or information in the possession or control of the Contractor which pertains to CDA's business or this Contract. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Contract.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Contract for a minimum of three (3) years after the final payment by CDA and shall make them available for inspection and audit by CDA.

2. Promotion

Except as expressly provided in the Contract with respect to CDA and the Facilities, unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (i) in any advertising, publicity, promotion; or
- (ii) to express or to imply any endorsement of Contractor's products or services; or
- (iii) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (i) and (ii) above), except only to manufacture and deliver in accordance with this Contract such items as are hereby contracted for by CDA. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

3. Confidentiality

All data provided to Contractor by CDA or developed internally by Contractor with regard to CDA will be treated as proprietary to CDA and confidential unless CDA agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by CDA or others, which may come into Contractor's possession during the term of this Contract, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to CDA of the need for the disclosure.

4. Freedom of Information Act

CDA is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Contract and any correspondence, documents or other information delivered to CDA in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under General Statutes §1-210(b), FOIA includes exemptions for "trade secrets" and "commercial or financial information given in confidence, not required by statute", but only the particular information falling within one of these exemptions can be withheld by CDA if CDA receives a FOIA request that encompasses such information.



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In particular, Contractor should be aware that:

- (i) CDA has no obligation to notify the Contractor of any FOIA request received by CDA;
- (ii) CDA may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption;
- (iii) CDA may in its discretion notify Contractor of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but CDA has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;
- (iv) Contractor will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and
- (v) in no event shall CDA or any of its officers, directors, or employees have any liability for the disclosure of documents or information in CDA's possession where CDA, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.

5. Subpoenas

In the event the Contractor's records relating to CDA are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall promptly notify CDA of such subpoena and provide CDA with a copy of the subpoena.

6. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the Contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the Contract as it may be amended will render the Contract voidable at the option of CDA upon notice to the Contractor. Contractor warrants that it will hold CDA harmless from any liability which may be imposed upon CDA as a result of any failure of the Contractor to be in compliance with this Act.

7. Non-Discrimination and Executive Orders

- (a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any Agreement between any individual, firm or corporation and CDA or any political subdivision of CDA other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by CDA, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (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 the 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 the



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Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 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 Connecticut General Statutes § 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 subcontractors and suppliers of materials on such public works projects.

- (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 (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with CDA 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 Connecticut General Statutes §46a-56, as amended by Section 5 of Public Act 89-253; 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 CDA and CDA may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) The Contractor agrees to the following provisions: 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 the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; 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 Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with CDA 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 Connecticut General Statutes § 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 CDA and CDA may so enter.



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8. Executive Orders

- (a) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Contract is completed or terminated prior to completion.
- (b) The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
- (c) This Contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) This Contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the Contract may be canceled, terminated or suspended by CDA for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

9. Code of Ethics Compliance

Contractor acknowledges that by doing business with or seeking to do business with CDA it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the "Guide to the Code of Ethics for Current or Potential State Contractors" as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics and agrees to comply with all provisions of the Code of Ethics applicable to Contractor as a current or potential state contractor.

10. Disclosure of Consulting Agreements

If this Contract has a value to CDA of \$50,000 or more in any calendar or fiscal year, the Contract shall not become effective until the Contractor has completed and furnished the affidavit with respect to consulting agreements required by subsection (b) of § 51 of Public Act 05-287, which form of affidavit is available on the Web site of the Office of Policy and Management at www.opm.state.ct.us.

11. Gift Certification

If this Contract has a cost to CDA of \$50,000 or more in any calendar or fiscal years, the contract shall not become effective until the requirements of § 4-252 of the Connecticut General Statutes, as amended, have been satisfied, including the delivery of the certification of the Contractor with respect to gifts and other matters required by subparagraph (c) thereof, which form of certificate is available on the Web site of the Office of Policy and Management at www.opm.state.ct.us.

12. Termination For Cause

Pursuant to Executive Order No. 7C of Governor M. Jodi Rell, Contractor acknowledges and agrees that CDA may terminate this Contract in the event that Contractor is found to have violated provisions of the Code of Ethics applicable to the award of or administration of this Contract or to have engaged in conduct evidencing a wanton or reckless disregard of the requirements of the CDA procurement process by which this Contract was awarded.



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13. State Contractor Campaign Contribution Prohibition

The authorized signatory to this Contract expressly acknowledges receipt of the following State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such notice.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.



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Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.



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“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.



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EXHIBIT B

SEEC FORM II

Please See *Attachment 13 – SEEC Form 11*



Attachment 11 Evaluation and Selection Criteria

**Connecticut Development Authority
Evaluation and Selection Criteria**

A. EVALUATION AND SELECTION PROCEDURES

1) GENERAL CONSIDERATIONS

All Proposals that are properly submitted will be accepted by CDA. However, CDA reserves the right to request necessary amendments, reject any or all Proposals received, or cancel this RFP, according to the best interest of the Connecticut Development Authority.

Only those Proposals that are determined to be sufficiently responsive will be evaluated. Failure to comply with the instructions or failure to submit a complete Proposal may deem a Proposal not sufficiently responsive. CDA may reject any Proposal that is incomplete, non-responsive, or in which there are significant inconsistencies or inaccuracies.

CDA also reserves the right to waive minor irregularities in Proposals, providing such action is in the best interest of the CDA. Where CDA does waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with RFP specifications and other contract requirements if the Proposer is awarded the contract.

CDA shall consider unacceptable and may reject without further review Proposals not containing the minimum mandatory Proposal requirements or Proposals that do not meet these requirements.

Minimum Mandatory Proposal Requirements are as follows:

- ◆ Proposals must be submitted no later than the Proposal due date and time as specified in this RFP.
- ◆ The Proposal Transmittal Letter shall be submitted as defined in this RFP.
- ◆ The Proposer must have followed the Proposal submission requirements defined in this RFP.
- ◆ Mandatory forms identified in this RFP must be included in the Proposal, including without limitation, as set forth in *Attachment 12 - Vendor's Checklist*.
- ◆ The proposed system must meet all Federal requirements as well as all requirements specified in this RFP.
- ◆ The Proposer must assume Prime Contractor responsibilities for all project activities.



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B. EVALUATION METHODOLOGY

Each Proposal will be evaluated and scored by an evaluation team composed of designees from the CDA.

The Evaluation Team will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this procurement.

CDA Team may designate other professional staff to assist in the evaluation phases. Other designated persons may act as observers during the evaluation and selection process. The following evaluation criteria categories will be used to develop more detailed criteria which will be used during the evaluation process:

- ◆ The Proposer's qualifications, including but not limited to, financial position, legal standing, ethics compliance, small business or minority certification, CHRO compliance
- ◆ The Proposer's documented experience in successfully completing projects of a similar size and scope, ideally, in the same or comparable line of business, to those required by this RFP.
- ◆ The Proposer's general approach, including systems integration, resourcing, and architecture, with an overall plan to meet the requirements of this RFP
- ◆ The Proposer's detailed approach, including systems development life cycle (SDLC), organization, and functional design, with detailed plans to perform the services required by the scope of work of this RFP.
- ◆ Qualifications and experience of personnel assigned to the project with emphasis on documented experience in successfully completing work on projects of a similar size and scope, in the same or comparable line of business, to those required by this RFP. An Application Prime Contractor core team for the project must be identified and resumes must be submitted as specified in this RFP.
- ◆ Business and personnel reference checks may be made as part of the evaluation process. Reference checks might not be limited to specific customer references cited in the Proposal. Moreover, in the case of a proposed transfer application, evidence of successful systems implementation or certification may be required
- ◆ The overall ability of the Proposer, as judged by the CDA, to begin and successfully complete the project within the proposed schedule. This judgment will include, but will not be limited to, such factors as staff commitment to the project, project management and control plan, project organization and availability of staff.

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- ◆ The Proposer’s total fixed and/or estimated costs for the project and total fixed and/or estimated costs of system components: Loan Management Software System.

2) PROPOSAL RECEIPT AND REVIEW

Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the Proposal was received before the date and time specified in *Section IV.A* of this RFP. The Proposals will be reviewed to assure the submission of the correct number of copies, the presence of all required signatures, and sufficient responsiveness of the Proposal to the needs outlined in this RFP to permit a complete evaluation. Failure to meet minimum submission requirements could result in the Proposal being rejected and not included in the evaluation process.

Upon receipt, the Proposal information will be disclosed to the Evaluation Team members only. The Proposal will not be publicly opened. The possible need for negotiation of “Best and Final Offer” necessitates the need for privacy.

C. EVALUATION OF PROPOSALS

Only Proposals that meet the minimum mandatory Proposal requirements will be considered for evaluation. During the evaluation process, the Evaluation Team reserves the right to initiate discussions with Proposers who submit responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposals; however, Proposals may be accepted and evaluated without such discussion. The Evaluation Team reserves the right to waive minor irregularities.

1) EVALUATION OF OPTIONAL SECTIONS

Responding Vendors who supply valid Proposals for the optional section of this RFP will be evaluated separately from Vendors that propose a Core solution. In this way, Vendors who chose only to propose a solution for the Optional portions of the RFP can compete fairly against Vendors who may have proposed both Core and the Optional sections. Therefore no Vendor will gain or lose competitive advantage over another Vendor based on whether or not they satisfy the Optional sections.

3) BASELINE EVALUATION CRITERIA

The evaluation of qualified submitted Proposals will involve the point scoring of each Proposal in each of the areas identified in the table below. While a maximum score of 10,500 is possible; Proposals must achieve a minimum score of 7,350 points to be considered responsive. Any Proposal not achieving the minimum score will not receive further consideration.

Financial and Legal Stability	600 Points
Vendor Qualifications	400 Points
Management and Work Plans	1500 Points
Understanding Requirements (Meeting Logical Requirement)	2000 Points
Proposed System Solutions (Meeting Technical Requirement)	3000 Points
Queries and Reports	1000 Points
Cost	2000 Points
Total	10500 Points

After completing independent evaluations, the Evaluation Team members will meet as a total team to score the Proposals. At this time, the technical evaluation points given by each evaluator will be summed and Proposals ranked accordingly.



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D. EVALUATION OF COST PROPOSALS

The evaluation of the Cost Proposal from, *Attachment 8 – Vendor Proposal Cost Worksheet*, shall be worth a maximum total of 2,000 points.

E. COMBINED TECHNICAL AND COST EVALUATION

Proposal scores on the cost and technical evaluations will be summed and ranked accordingly. The Proposal receiving the highest score will be selected as the successful Vendor.

F. GENERAL CONTRACT NEGOTIATION AND AWARD PROCESS

1) ORAL PRESENTATION

Proposers who submit a Proposal in response to this RFP may be required to give an oral presentation of their Proposal to the Evaluation Team. The purpose of such presentations is to provide an opportunity for Proposers to clarify or elaborate on their Proposal. Original Proposal submissions cannot be supplemented, changed, or corrected in any way. No comments regarding other Proposers or Proposals are permitted, and Proposers may not attend the presentations of their competitors.

Oral Presentations have no intrinsic point value in the Proposal evaluation process. However, on the basis of a demonstration of its proposed system, the score for a proposed client data and/or retail solutions may decrease based on the judgment of the Evaluation Team.

Proposers must clearly understand that it is the Evaluation Team's sole option to determine which Proposers, if any, will be invited to make an oral presentation. Proposers shall not construe the list of firms invited, if any, to imply acceptance or rejection of any Proposal(s).

2) BEST AND FINAL OFFER

The Evaluation Team may determine if it is in the best interest of the Loan Management Software System Project to seek a "Best and Final Offer" from Proposers submitting acceptable or potentially acceptable Proposals. The "Best and Final Offer" would provide a Proposer the opportunity to amend or change its original Proposal to make it more acceptable to the Project's purpose. The Evaluation Team reserves the right whether or not to exercise this option.

3) CONTRACTOR AWARD

If the Evaluation Team awards the right to negotiate a contract as a result of this procurement, the successful Prime Contractor shall be advised of the award intention by letter. The successful Prime Contractor must then indicate agreement to enter into a contract with CDA.

The contract awarded for the services as a result of this RFP will be originated by CDA. The contract shall incorporate in its provisions this RFP, the successful Prime Contractor's Proposal, and any other pertinent documents.



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Attachment 12 Vendor's Checklist

Connecticut Development Authority
Vendor's Checklist

This signed CHECKLIST is required to be submitted with your Proposal.

- 1.) We have listed our contact person's name, title, address, phone #, email, etc. including the Company's FEIN number: _____
- 2.) We have provided the RFP response in properly marked, sealed envelopes or boxes before the Proposal due date and time _____
- 3.) We have provided our Proposal following the page and text formats required. _____
- 4.) We have completed the Transmittal Letter as required, and have included the required forms and signed face sheets for each amendment issued after issuance of the RFP. _____
- 5.) We have provided a Table of Contents. _____
- 6.) We have provided one or more Executive Summaries. _____
- 7.) We have provided original signatures on the Vendor Proposal Validation and Authorization Statement and Transmittal Letter. _____
- 8.) We have included a description of ourselves, including a company annual report or unaudited financial statement as required by the RFP and a description of relevant experience. _____
- 9.) We have included 3 references with name, address, email and telephone. _____
- 10.) Where we have exceptions or additions in pricing or costs, we have explained them in sufficient detail that the State can determine the complete cost of our service Proposal. _____
- 11.) We have included hardcopies as instructed in Attachment 6: _____
- 12.) We have addressed all the mandatory requirements listed in the RFP: _____
- 13.) We have completed the Affidavits regarding Gifts. _____
- 14.) We have filled out, signed and returned the Receipt of Summary of State Ethics Laws, Consulting Agreement Affidavit and Campaign Contribution Restriction Affidavit. _____
- 15.) We have filled out, signed and returned the CDA Validation and Authentication Statement. _____
- 16.) We acknowledge that the Proposal is the sole property of the State of Connecticut: _____
- 17.) There are no proprietary statements in the Proposal, except as clearly noted and permitted: _____



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We, _____, (Company Name) accept the terms and conditions of this bid. Any exceptions that we have taken to this bid are attached in writing in the Transmittal Letter.

VENDOR NAME: _____

SUBMITTED BY: _____

SIGNATURE

PRINT

DATE: _____



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Attachment 13 SEEC Form 11

Connecticut Development Authority SEEC Form 11

<http://www.ct.gov/seec/cwp/view.asp?a=2360&Q=316542&seecNav=|>

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the

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prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec . Click on the link to “State Contractor Contribution Ban.”

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.



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“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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Attachment 14 Business and Technical Requirements

Connecticut Development Authority **Business and Technical Requirements**

A. General Product Information

Generally, the Authority is looking for clear statements about product functionality and features. To help the Authority quickly identify and compare features, it is asking respondents to group functionality by category names when possible.

B. Project Scope

Functional Area	Priority
Loan Management	High
Loan Servicing	High
Risk Management / Credit Analysis	Low
Affirmative Action Management	High
Annual Reporting	High
Applicant Job Survey	High

The Authority is also soliciting the following system-wide functionality

- Document Management
- Contact Management

C. Conclusion

The Connecticut Development Authority’s IT goals are as follows:

- Merge several current systems into an n-tier, secure and robust web-based intranet system.
- Streamline CDA’s administrative and financial processes
- Relational Database structure in Microsoft SQL 2000 or above
- Eliminate duplication of effort
- Business smart and cost effective reporting tools
- Provide functionality not currently available, such as –
 - Providing to management, loan managers, administrators, and others the information needed to effectively manage projects/programs and measure their success
 - Electronic document management – able to do documents attachment to each loan transaction.
 - Email notification.
 - Tracking capabilities – status of each junction of the project through project completion

The Authority desires a system that includes development tools that will enable the Authority to meet and maintain current and future needs without becoming heavily dependent upon programmer consultants.

D. Technical Requirement Specification

1) REPORTS

- System must include predefined reports
- System must include customizable reporting options.
- System must be such that reports are easily generated, viewed. Printed and/ or saved to Excel, CSV, XML, HTML, PDF, etc. according to user’s choice.
- System must include mail merge capabilities for specific criteria, with easily modified documents.
- Letters to be automatically created in or converted to Microsoft Word, but still be editable.

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- System must include the ability to create electronic communications from within system, such as email to borrowers.
- System must include the ability to track all communication created and sent to borrowers.
- System must include the ability to email reports as required.
- System must include report generation as needed. Page setup options must be available.
- If the report is used internally it should be specified on the report.

2) TECHNICAL REQUIREMENTS AND REQUIRED INFORMATION

- Describe the types of Operating Systems that may be used with your product.
- Describe the types of Database Platforms that may be used with your product.
- Describe the minimum workstation required that may be used with your product.
- System must support at least 30+ concurrent, interactive administrative users, with multiple processes in a networked environment without slowdown. (Specify the type(s) of licensing required to support concurrent administrative users.)
- Product should support the most common export file types, including but not limited to CSV, MS Excel, XML, HTML, PDF, etc.
- System must have ability to backup and restore files
- System must have time-out of inactive web users.
- To maintain the application we would need the means to reset username, password and edit user profile including activating / deactivating users and assigning user role.

3) APPLICATION PROGRAMMING LANGUAGE AND ENHANCEMENTS REQUIRED INFORMATION

- State the programming language(s) used in your system
- Are package enhancements and corrections to system bugs automatically distributed to users? Is this service included in the maintenance price?
- Describe the tools available to the user for modification of the delivered system. Discuss what can and cannot be modified by the user using these tools. Discuss the expertise and training necessary to use the tools. Describe the Vendor support available for these activities.
- Describe your procedures for testing, training and implementing new releases or enhancements while minimizing downtime and interruption of production users.
- Are upgrades included as part of your service agreement?
- To reduce data entry errors we would need input validation, required field validation and also calendar picker for all entry for date and date range selection.
- Documentation along side the source code is required.
- Documentation that explains in detail how each module or subroutine works is required.
- Software must come with adequate user manual documentation and extensive online help.
- Total ownership of the application including the source code is required.
- Describe business user training plan and IT/Programmer training plan.

4) APPLICATION SECURITY

- CDA would need a role-based, form-based authentication.
- Encryption for connection string.
- SQL injection must be prevented. No permanent cookies or other identity information should be allowed to save on client machine.
- Implementation of SSL certificate to encrypt data during data transmission.

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5) CURRENT FUNCTIONAL ENVIRONMENT

Function	Responses	Comments
<i>Loans</i>		
Number of Loan Programs	1,600	
Number of Loans Processed / Year (avg.)	120	
Number of Loan Programs that are now inactive but for which data must be maintained	1,200	
<i>Loans Accounting</i>		
Number of Invoice Processed / Year (avg.)	3,000	250 inv/mnth * 12 mnth
Number of Checks Processed / Year (avg.)	100	
<i>Affirmative Action Management</i>		
Number of Plans Processed / Year (avg.)	400	
<i>Borrowers Survey</i>		
Number of survey letter processed / year (avg.)	1,600	

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E. Business Requirements

1) LOAN MANAGEMENT REQUIREMENT

- a. Loan Origination
 - i. Lead management
 - ii. Pipeline tracking
- b. Contact Management
- c. Document Management
- d. Project (Loan) Management
- e. Equal Opportunity and Affirmative Action Management
- f. Job Survey
- g. Minimum Report Requirement

2) LOAN SERVICING REQUIREMENT

- a. Loan Accounting
- b. Credit Administration
- c. Minimum Report Requirement

3) ANNUAL REPORTING REQUIREMENT

- a. Minimum Report Requirement



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BUSINESS REQUIREMENTS

1) Loan Management

The CDA issues loans through financial institutions and directly to qualified CDA constituents. All of the below loan programs are supported by independent databases and spreadsheets. There is no centralized borrowers' information system available between all the various programs.

The CDA must be able to track lead, deal and loans by parameter including but not limited to Locations (County, Town, and Zip Code), Size of the loan, Business Type, Use of Fund, Fund and Fund Type.

CDA has various programs, both existing programs and those that are no longer operational but for which the data must be maintained and use in the annual reports.

The department consists of eight officers, four whose expertise is in direct, participation and guarantee loans, one in Brownfields Redevelopment, one in Urbank project and two in public and investment finance. The department seeks methods of ensuring efficiency in loan handling including administrative and data support processes. The department's primary IT business needs focus on application processing, administrative items, approval, closing and payment and enhancing information management.



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A brief breakdown of these programs is described below.

CDA LOAN PROGRAM

FINANCING FOR GENERAL BUSINESS (SEE ATTACHMENT A. PAGE 2 - 9)

Program Type	Purpose	About the program	Use of Proceeds
Direct Loans	To supplement the capital needs of borrowers	1. Direct senior and subordinated loans 2. Selective 1. Mezzanine Investments 2. Environmental remediation and redevelopment 3. Inducement--below market interest rate-- loans for significant expansion or relocation	1. Term working capital 2. Machinery and equipment 3. Purchase, construction, expansion, or upgrading facilities 4. Mortgages or owner-occupied real property 5. Brownfields remediation and redevelopment
Guaranteed Loans	To help private-sector lenders meet their client's financing requirements	1. Loan guarantees to help private-sector lenders meet their borrower's total financing requirements 2. Guarantees can fully cover losses up to 40% of the principal balance 3. Can be coupled with loans or investments from other public- or private-sector sources	1. Term Working Capital 2. Machinery and equipment 3. Purchase, construct, expand or upgrade facilities 4. Mortgages on owner-occupied real property 5. Performance guarantee 6. Finance foreign trade or receivables 7. Brownfields remediation and redevelopment
Participating Loans	Subordinated direct loan participators with private-sector lenders enabling them to meet their borrowers' financing requirements	1. Junior participating loans with private-sector lenders to enable them to meet their borrower's total financing requirements 2. CDA participation up to 50% of the principal balance 3. Can be coupled with loans or investments from other public- or private-sector sources	1. Term working capital 2. Machinery and equipment 3. Purchase, construct, expand or upgrade facilities 4. Mortgages on owner-occupied real property 5. Brownfields remediation and redevelopment

FINANCING FOR SMALL AND EARLY-STAGE BUSINESS

Program Type	Purpose	About the program	Use of Proceeds
URBANK <i>(See Attachment A. Page 16 - 17)</i>	Loan guarantees for small businesses	1. Banks can meet the financing needs of more small and entrepreneurial businesses	Any business purpose including: 1. Working capital 2. Machinery and equipment 3. Purchase, construct, expand

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	unable to obtain bank financing	<ol style="list-style-type: none"> 2. URBANK provides the bank with loss protection on loans up to \$350,000 3. Can be coupled with loans or investments from other public- or private-sector sources 	or upgrade facilities
Direct Senior or Mezzanine Loans /EARLY STAGE	Direct loans or financing for early-stage companies that have significant economic potential	<ol style="list-style-type: none"> 1. Direct loans or mezzanine financing 2. Normally made in tandem with loans or investments from other private- or public-sector lenders or investors 	<ol style="list-style-type: none"> 1. Term working capital 2. Machinery and equipment 3. Purchase, construct, expand or upgrade facilities 4. Mortgages on owner-occupied real property

FINANCING FOR TECHNOLOGY-INTENSIVE BUSINESS AND PROJECTS

Program Type	Purpose	About the program	Use of Proceeds
Technology-Intensive Financing	For early-stage or expanding technology-intensive businesses and projects	<ol style="list-style-type: none"> 1. Direct and guaranteed commercial loans and mezzanine financing 2. Made in concert with or independent of private- or public-sector lenders and investors 3. Loans may be made at below-market interest rates for projects with significant economic benefits to the state 	<ol style="list-style-type: none"> 1. Term working capital 2. Software, hardware, and infrastructure 3. Machinery and equipment 4. Facilities purchase, construction or expansion
Technology-Intensive Incentives (See Attachment A. Page 11 - 12)	Tax Incremental Financing (TIF) based on cash incentives to construct facilities for technology-intensive use	<ol style="list-style-type: none"> 1. Up-front TIF-based cash for developers and companies that construct technology-intensive projects in designated communities 2. Cash incentive equal to the net present value of a portion of the future incremental municipal tax revenues generated by the project 3. Benefits the developer/owner by: <ul style="list-style-type: none"> • Providing investment capital, reducing equity/financing requirements 	Construct technology-intensive facilities in designated communities



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		<ul style="list-style-type: none"> • Reducing financial risks • Enhancing return on investment <p>4. TIF cannot be combined with municipal real estate tax abatements</p>	
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BROWNFIELDS REDEVELOPMENT FINANCING (SEE ATTACHMENT A. PAGE 10 - 12)

The Connecticut Brownfields Redevelopment Authority (CBRA), a subsidiary of CDA, helps turn many of Connecticut's historic mills and factories into prime 21st century workplaces. CBRA's Brownfields sites are ready for conversion to high-tech use with desirable open expanses, high ceilings and heavy load bearing floors. Most are close to major highways and rail lines and have easy access to state-of-the-art fiber optic communications infrastructure.

CBRA and CDA provide direct, guaranteed and participating loans , as well as tax incremental financing for the remediation and redevelopment of these environmentally contaminated sites.

Program Type	About the program
Tax Incremental Based Cash Incentives OR Direct, Participating and Guaranteed Loans	<ol style="list-style-type: none"> 1. Up-front TIF-based cash for developers and companies that remediate and redevelop environmentally contaminated commercial and industrial properties 2. Cash incentive equal to the net present value of a portion of the future incremental municipal tax revenues generated by the project 3. The cash incentive can pay for much of the cost of remediation 4. Benefits the developer/owner by: <ul style="list-style-type: none"> • Providing investment capital, reducing equity/financing requirements • Reducing financial, legal and regulatory risks • Enhancing return on investment 5. TIF cannot be combined with municipal real estate tax abatements

ECONOMIC INDUCEMENT FINANCING

Program Type	Purpose	About the program	Use of Proceeds
Tax Incremental Financing (TIF) <i>(See Attachment A. Page 14)</i>			
Direct Inducement Loans	Below market-rate loans to encourage companies to undertake significant expansion in or relocate to Connecticut		Any business purpose including: <ol style="list-style-type: none"> 1. Term working capital 2. Machinery and equipment 3. Purchase, construction, expansion or upgrading facilities 4. Mortgages on owner-occupied real property

SPECIAL FINANCING FOR NEW FIXED ASSETS (SEE ATTACHMENT A. PAGE 13)

Program Type	Purpose	About the program	Use of Proceeds
INDUSTRIAL	Lower-cost, tax-	1. Interest on bonds is	1. Land (limited to 25% of bond



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REVENUE BONDS (Self sustaining bond)	exempt financing for manufacturers	<p>exempt from federal and state income tax - resulting in lower debt service</p> <ol style="list-style-type: none"> 2. Bonds are repaid from project and/or borrower's revenues 3. Flexible amortization and maturity - up to 40 years or 120% of the economic life of the asset financed 4. Bonds can equal 100% of project cost 5. Bonds are customarily credit-enhanced when sold to the public: privately placed bonds may not require credit enhancement 6. Bonds are customarily secured by mortgage or security interest 	<p>proceeds)</p> <ol style="list-style-type: none"> 2. New machinery and equipment 3. Purchase, construct, expand or upgrade facilities 4. Other capital assets directly related to manufacturing
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NON ACTIVE FUNDS (BUT STILL NEED TO BE IN THE SYSTEM FOR REPORTING PURPOSES)

Program Type	Purpose
OPERATING FUNDS (1995)	
FAVRS-ENV. ASST. TO BUSINESS (1997)	
BUSINESS ENVIRONMENTAL CLEAN-UP(1994)	
ENTREPRENEURIAL LOAN PROGRAM(1999)	

Authorized users must have access to their data for which they are responsible for. The level of access and rights must be determined by a pre-defined user security profile. Users should be able to view and retrieve applications records they are responsible for.

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LOAN UNDERWRITING BUSINESS PROCESS (SEE ATTACHMENT A. PAGE 2 - 17)

1. Application Intake- Applicant contacts loan officers and officers sends out the literature of the program and application package that matches the applicant.
2. Loan Processing- Applicant completes Application Package and returns it to the loan officers with all required supplemental information. If materials are missing from the application, the loan officers will send a letter advising them of any additional items needed.
3. Financial Pre-qualification: Loan Officers runs an initial risk analysis report and runs the application through the screening committee to pre-qualify the applicant.
4. Loan Approval: Loans that are pre-qualified then goes through Board of Director for approval.
5. Technical Assistance: Approved applicants will receive a letter outlining the items needed to complete their project. Applicants that are not eligible will be notified in writing of the reason for their denial.
6. Commitment Letter: Loan Officer will prepare a completed application package and commitment letter. The commitment shall stipulate the amount and the terms of the loan.
7. Closing: Loan officers will prepare all necessary loan documents and arrange the loan closing. The loan officers will collect a check from the borrower for any fees.
8. Disbursement of Funds: Loan Officers will disburse the funds to the loan recipient.

1) Loan Management Requirement

a) Loan Origination

i) Lead Management

ii) Pipeline Tracking

b) Contact Management

c) Document Management

d) Project or (Loan) Management

e) Equal Opportunity And Affirmative Action Management Module (See Attachment A. Page 21)

The Authority is an Equal Opportunity Employer with a commitment to affirmative action. Projects will be reviewed for the impact on equal opportunity employment. The financial assistance agreement will have a non-discrimination clause and a requirement to use fair employment practices and they will be reviewed annually along with other contractual conditions.

1. Create initial plan/statement: When the loan is approved the Affirmative Action Plan or Policy Statement is created and send out to loan recipient via e-mail or mail.
2. Approves the returned plan: After the returned of the plan Affirmative Action manager will prepare an approval letter and give it to loan officer as part of the loan closing document.
3. Create annual plan/statement → every year Affirmative Action Plan or Policy Statement is sent out mostly by e-mail to all the active loan recipients
 - a. The system must be able to generate mailing list for the plans using these criteria :
 - i. Period ending date greater than or equal to
 - ii. Period ending date less than or equal to
 - iii. Type of plans or the number of employees
 - b. The system must have the ability to use mail merge capabilities for specific criteria, with easily modified documents. This includes, but not limited to the following.
 - i. Letters to be automatically created in word, but still be editable.

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f) Job Survey Module: (See Attachment A. Page 20)

Job retention and creation are two primary goals of authority's programs. Therefore, companies will be asked to create and/or retain jobs as a condition of financial assistance. The number of jobs will be specified in the assistance agreement and they will be reviewed periodically along with other contractual conditions.

The Authority sends out survey every year to all the active and inactive loan recipients to acquire the latest job status as part of the annual report according to state legislative.

- a. Able to generate mailing list for survey that has to be sent.
- b. Ability to use mail merge capabilities for specific criteria, with easily modified documents. This includes, but not limited to the following.
 - ii. Letters to be automatically created in word, but still be editable.

g) Loan Management Minimum report requirement: (See Attachment B: "Attachment B_Reports.xls")

1. **Pipeline Report** → List all the loan application received until the application gets to loan screening committee
 - Fields
 - Date of Initial Contact
 - Loan Officer
 - Applicant
 - CDA Exposure
 - Fund Type
 - Fund
 - Purpose
 - Cluster
 - Success Rating
 - DECD Compliance
 - Location
 - Threshold Project Y/N
 - Project Status
 - Application Received Date
2. **Screening Committee Meeting Report** → keeps track of what day the application went through the loan screening committee
 - Fields
 - Loan Screening Date
 - Company / Applicant
 - Action Taken
 - Loan Officer
3. **Approved Loan Report since 1994** → lists all the loans that have been approved from the board of director since 1994.
 - Fields
 - Company
 - Town
 - Project
 - Total Loan
 - CDA Loan or Guarantees
 - % of CDA Loan comparing to Total Loan
 - Employment at the time of application
 - Employment in 1 Year

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- Lender
- Approval Date
- Fund
- Rating
- 4. **Anticipated Closing Loans** → First part list of Loans that are approved but not closed. The second parts are all the approved loans that has been withdrawn by the borrower.
 - Fields
 - Company
 - Board approval Date
 - Closing Date as a blank field so the loan officer can note the closing date down.
 - CDA Council Firm & Attorney
 - Amount
 - Affirmative Action Status
 - Criteria
 - Loan Officer
 - Approval Date (From – To)
- 5. **Doc Submitted to Loan Servicing** → Check list for loan officer to check when preparing closing document for loan servicing to store.
 - Two types of document.
 - Direct Loans
 - Guarantees or Junior Participation
 - Criteria
 - Company Name
- 6. **Loan Monthly Report**
 - **Loan Volume** → shows what we paid to the borrowers since 1992.
 - Every Fund has different sets of fields.
 - Must be able to select fields to export for each type of fund and save as template to reuse when re-running the report.
 - Criteria
 - Fund
 - From and To Approval Date
 - **Loan Volume Summary Report.** → Group the approved amount paid for each Fund by fiscal year end.
 - **Fund Analysis** → shows the amount of loan that has been approved but did not receive the loan yet.
 - Every Fund has different sets of fields.
 - Must be able to select fields to export for each type of fund and save as template to reuse when re-running the report.
 - Criteria
 - Fund
 - From and To Approval Date
 - **Fund Analysis Summary Report.** → Group the approved amount not paid for each Fund by fiscal year end.
 - **Loan Monthly Summary Report** → **CDA BOARD APPROVALS/ JOBS RETAINED/ JOBS PROJECTED REPORT** (used by CDA President and sometimes senior loan officers) (*See Attachment B*)
 - Fields
 - SIC#

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- Date → Approval Date
 - City/Town
 - Business
 - Amount
 - Type of Loan → Fund Type
 - Referred By
 - Jobs Retained
 - Jobs Projected
 - Project → Use of fund
 - Group By
 - Fund
 - Criteria
 - Approval Date (From – To)
7. **Legislative Report** → used at year end to create the Master Application Log annual report.
- Fields
 - Program → Fund
 - Loan Officer
 - Loan Screening Date
 - Company
 - EIN#
 - Municipality
 - SIC#
 - Project → Use of Fund
 - Loan
 - Guarantor %
 - CDA Exposure
 - Application Fee receive date
 - Program / Commission Fee receive date
 - Action of Application
 - Date Application Received
 - Date Closed
 - Lender
 - Export %
 - African Trade Y/N
 - Provide Health Insurance Y % N
 - All/Full Time / Part Time
 - Average Salary Per Employee
 - High Performance work place (Y/N)
 - Threshold Project (Y/N)
8. **Loan Closing Request** → Loan Officer needs to send the document to Finance Admin to get the check.
- Criteria
 - Company
 - Closing Date → if there are more than one loan for the same company
9. **Fee Transmittal Form** → Loan officer needs to send the document along with the check received for fees.
- Criteria
 - Company
 - Closing Date → if there are more than one loan for the same company.

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10. **Survey Form** → The authority sends out survey every year to all the active and inactive loan recipients to acquire the latest job status as part of the annual report according to state legislative.

- Criteria
 - Do not Mail Flag is blank
- Able to print envelop and letter using mail merge feature.

11. AA Plan not received Tracking Report

- Fields
 - CompanyID
 - Company
 - Status
 - Employee
 - Approval Date
 - Mailed Date
- Criteria
 - Mail Date (From- To)
 - Received Date is Blank

12. Borrowers AA Plan Tracking

- Fields
 - CompanyID
 - Company
 - Status
 - Employee
 - Approval Date
 - Begin Date
 - End Date
- Criteria
 - Company → if blank then show all companies

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BUSINESS REQUIREMENTS

2) Loan Servicing

Loan Servicing will include all activities necessary and desirable to establish the timely execution of monthly payments by each borrower, including but not limited to: billing, late notices, collection, custody, delinquencies tracking, track payments, accounting and transmission of funds received and/or payable to the Authority.

2) Loan Servicing Requirement

a) Loan Accounting (Billing and Collection) (See Attachment A. Page 18)

All functions and reporting that matches with standard business adding an ability to handle a negative loan amount.

b) Credit Administration (See Attachment A. Page 18 - 19)

1. Delinquencies tracking
2. Loan Review
3. Credit Administration
 - a. UCC Filings
 - b. Insurance certificate
 - c. Financial Statement

c) Loan Servicing Minimum report requirement:

(See Attachment C: "Attachment C_Reports.xls")

Loan Accounting System Monthly report

1. **Loan reserve report** → shows what the risk is and what the reserve fund for each loan is.

- Fields
 - Company
 - Loan ID
 - Fund
 - Original Loan Amount
 - Principal Balance
 - Risk Rating
 - Specific Loss Reserve Amount
- Group by
 - Fund

2. **Loan Interest Accrual Report by GL Code for Loans Billed Monthly**

- Interest Accrual = $(\text{Principal} * \text{Interest Rate}) / 12$
- Fields
 - Company
 - Loan ID
 - Fund
 - Principal Balance
 - Rate
 - Last Payment Date
 - Next Payment Date

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- Accrued Interest
- Group by
 - Fund
- 3. **Trial Balance by GL Code (by Fund)**
 - Fields
 - Company
 - Loan ID
 - Principal Balance
 - Rate
 - Loan Type
 - Last Payment Date
 - Next Payment Date
 - Accrued Interest
 - Group by
 - Fund
- 4. **Delinquency Summary Report** → late payment report. (shows aging)
 - Fields
 - Fund
 - Principal Balance
 - 1 to 30 Days
 - 31 to 60 Days
 - 61 to 90 Days
 - Over 90 Days
 - Total
 - % Delinquent
 - Group by
 - Fund
- 5. **Loan Delinquency Report by GL Code.** (by Fund) → Aging report.
 - Fields
 - Company
 - Account Class
 - Risk Rating
 - Loan ID
 - Loan Officer
 - Last Bill Date
 - Last Payment Date
 - Principal Balance
 - 1 to 30 Days
 - 31 to 60 Days
 - 61 to 90 Days
 - Over 90 Days
 - Total
 - Group by
 - Fund
- 6. **Schedule report** → e.g. Amortization Schedule
 - Fields
 - Payment Date
 - Beginning Balance
 - Total Payment

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- Principal Payment
- Interest Payment
- Deferred Interest
- Capitalization Interest
- End Of Term Balance
- Principal Paid LTD
- Total Interest LTD
- Interest Rate
- Criteria
 - Loan Date (closing date)
 - First Payment Date
 - Maturity Date
 - Loan Amount
 - Loan Type
 - Day Code
 - Frequency
 - Number of Payments
 - Interest Amount
- 7. **Monthly Loan Payment** (by Fund) → used for keying lump sum amount in the G/L journal entry. Does not have to wait till the end of month to do the entry in G/L
 - Fields
 - Payment Date
 - Principal
 - Interest
 - Late Fee Charge
 - Other
 - Account Class
 - Name of Other
 - Total
 - Criteria
 - Fund
 - For end of mm/yyyy
- 8. **Transaction Review by Transaction Type**
 - Fields
 - Transaction ID
 - Company ID
 - Facility ID
 - Loan ID
 - User ID
 - GL Code
 - Company
 - GL Cash Account
 - Effective Entered
 - Principal Pay, Penalty Pay, Interest Pay, Escrow Pay ,Late Fee Pay
 - And Total Pay
 - Criteria
 - Transaction Type → e.g. loan payment, loan disbursement
 - Transaction Date
- 9. **Payoff letter**



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- Criteria
 - Transaction ID or Loan Number

10. Forecast report by GL Code (or by Fund)

- Fields
 - Month
 - Year & Future Years
 - Principal
 - Interest
- Criteria
 - As Of Date
- Group by
 - Month and year for each Fund

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BUSINESS REQUIREMENTS

3) Annual Reporting

3) Annual Reporting Requirement

a) Minimum report requirement

(See Attachment D: “Attachment D_AnnualReports.xls”)

1. Application Information (Master Application Log)

- Applications Approved, Disapproved, Withdrawn or still pending for the FYE June 30, YYYY
- Fields
 - Company Name
 - Municipality
 - SIC #
 - Date Application Received
 - Board / Action Date
 - Action on Application
 - Approved **A**
 - Disapproved **D**
 - Withdrawn **W**
 - Still Pending **P**

2. Minority Assistance Program

- Fields
 - Company Name
 - Company Address
 - Ownership
 - Amount
- Group By Fund
 - URBANK
 - GROWTH FUND
 - WORKS FUND

3. Listing of High Performance Work Organizations

- Fields
 - Company Name
 - Date Of Application

4. Loan Closed *Financial Information*

- Fields
 - Business Name
 - Loan Closing Date
 - Gross Loan Amount
 - CDA & Non-State Assistance
- Group By Fund
 - Connecticut Growth Fund
 - Connecticut Works Fund
 - Capital Access Fund – Urbank
 - Works Fund – Equity
 - Brownsfield

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- Sales and Use Tax Relief
- 5. **Loan Closed** *General Information*
 - Fields
 - Business Name
 - Loan Closing Date
 - Business Address
 - Business Location
 - Business Activity
 - SIC Code
 - Group By Fund
 - Connecticut Growth Fund
 - Connecticut Works Fund
 - Capital Access Fund – Urbank
 - Works Fund – Equity
 - Brownsfield
 - Sales and Use Tax Relief
- 6. **Loan Closed** *Full and Part-Time Jobs Created and Retained*
 - Fields
 - Company
 - Date Closed
 - Full Time Jobs Retained
 - Full Time Jobs Created
 - Part Time Jobs Retained
 - Part Time Jobs Created
 - Group By Fund
 - Connecticut Growth Fund
 - Connecticut Works Fund
 - Capital Access Fund – Urbank
 - Brownsfield
 - Sales and Use Tax Relief
- 7. **Employee Information** *Summary Report – New And Outstanding Financing (Active Loans)*
 - a. Total Jobs *Created and Retained* Since July 1, 1991 to June 30, YYYY Summary Report
 - Fields
 - Number of Jobs at Application Year
 - Number of Jobs at June 30, YYYY (Latest Year)
 - Grand Total
 - Group by Fund
 - Growth Fund
 - Ground Fund Equity
 - CT Works Fund
 - CT Works Fund Equity
 - CT Works Guarantee Sub Fund
 - CT Works Guarantee Fund
 - Capital Access Fund – Urbank
 - Business Environmental Clean-Up
 - Environmental Asst. To Business
 - Environmental Asst. To Business - FAVRS
 - Entrepreneurial Loan Program
 - Brownsfields
 - Sales and Use Tax Relief Program

RFP for Loan Management Software System

- b. Total Jobs *Created* Since July 1, 1991 to June 30, YYYY Summary Report
 - o Fields
 - o Number of Jobs Created at Application Year
 - o Number of Jobs Created at June 30, YYYY (Latest Year)
 - o Grand Total
 - o Group by Fund
 - o Growth Fund
 - o Ground Fund Equity
 - o CT Works Fund
 - o CT Works Fund Equity
 - o CT Works Guarantee Sub Fund
 - o CT Works Guarantee Fund
 - o Capital Access Fund – Urbank
 - o Business Environmental Clean-Up
 - o Environmental Asst. To Business
 - o Environmental Asst. To Business - FAVRS
 - o Entrepreneurial Loan Program
 - o Brownsfields
 - o Sales and Use Tax Relief Program
8. **Employee Information *Detailed Report* – Active Loans**
- From July 1, 1991 to June 30, YYYY
 - Fields
 - i. Fund
 - ii. Company Name
 - iii. Date Closed
 - iv. CDA Assistance
 - v. Jobs @ Application
 - vi. Jobs To Be Created
 - vii. Actual Jobs Retained
 - viii. Actual Jobs Created = ix -vii
 - ix. Total Actual Jobs @ YYYY (Latest Year)
 - x. Actual Jobs Created VS Jobs To Be Created = viii - vi
 - xi. Jobs @ Application VS Actual Jobs Retained = vii - v
 - Group By Fund
 - Group By Fiscal Year
 - o The Total Actual Jobs Created → will appear in the Number of Jobs at Application Year for Total Jobs *Created* Employee Information Summary Report **New And Outstanding Financing (Active Loans)**
 - o The Total Actual Jobs @ YYYY → will appear in the Number of Jobs at Application Year for Total Jobs *Created and Retained* Employee Information Summary Report **New And Outstanding Financing (Active Loans)**
 - Total grouped by Fund and Fiscal Year is shown in the Employee Information Summary Report.
9. **Employee Information *Summary Report* – Total Loans**
- a. Total Jobs *Created and Retained* Since July 1, 1991 to June 30, YYYY Summary Report
 - o Fields
 - o Number of Jobs at Application Year
 - o Number of Jobs at June 30, YYYY (Latest Year)
 - o Grand Total
 - o Group by Fund

RFP for Loan Management Software System

- Growth Fund
- Ground Fund Equity
- CT Works Fund
- CT Works Fund Equity
- CT Works Guarantee Sub Fund
- CT Works Guarantee Fund
- Capital Access Fund – Urbank
- Business Environmental Clean-Up
- Environmental Asst. To Business
- Environmental Asst. To Business - FAVRS
- Entrepreneurial Loan Program
- Brownsfields
- Sales and Use Tax Relief Program
- b. Total Jobs *Created* Since July 1, 1991 to June 30, YYYY Summary Report
 - Fields
 - Number of Jobs Created at Application Year
 - Number of Jobs Created at June 30, YYYY (Latest Year)
 - Grand Total
 - Group by Fund
 - Growth Fund
 - Ground Fund Equity
 - CT Works Fund
 - CT Works Fund Equity
 - CT Works Guarantee Sub Fund
 - CT Works Guarantee Fund
 - Capital Access Fund – Urbank
 - Business Environmental Clean-Up
 - Environmental Asst. To Business
 - Environmental Asst. To Business - FAVRS
 - Entrepreneurial Loan Program
 - Brownsfields
 - Sales and Use Tax Relief Program

10. Employee Information *Detailed Report* – Total Loans

- From July 1, 1991 to June 30, YYYY
- Fields
 - i. Fund
 - ii. Company Name
 - iii. Date Closed
 - iv. CDA Assistance
 - v. Jobs @ Application
 - vi. Jobs To Be Created
 - vii. Actual Jobs Retained
 - viii. Actual Jobs Created = ix -vii
 - ix. Total Actual Jobs @ YYYY (Latest Year)
 - x. Actual Jobs Created VS Jobs To Be Created = viii - vi
 - xi. Jobs @ Application VS Actual Jobs Retained = vii - v
- Group By Fund
- Group By Fiscal Year

RFP for Loan Management Software System

- The Total Actual Jobs Created → will appear in the Number of Jobs at Application Year for Total Jobs *Created* Employee Information Summary Report (**Total Loans**).
- The Total Actual Jobs @ YYYY → will appear in the Number of Jobs at Application Year for Total Jobs *Created and Retained* Employee Information Summary Report (**Total Loans**).
- Total Grouped by Fund and Fiscal Year is shown in the Employee Info Summary Report.

11. Benefit Information

- Analysis Of Health Coverage Benefits Fiscal Year June 30, YYYY
- Fields
 - Health Coverage Benefits
 - Number Of Entities Assisted
- Group by Fund Group
 - Growth, Works & Guarantee FUNDS
 - URBANK (Capital Access Fund)

12. Wage Rate Information

- Analysis Of Average Wage Rates Fiscal Year June 30, YYYY
- Fields
 - Average Salary Ranges
 - Number Of Entities Assisted
- Group by Fund Group
 - Growth, Works & Guarantee FUNDS
 - URBANK (Capital Access Fund)

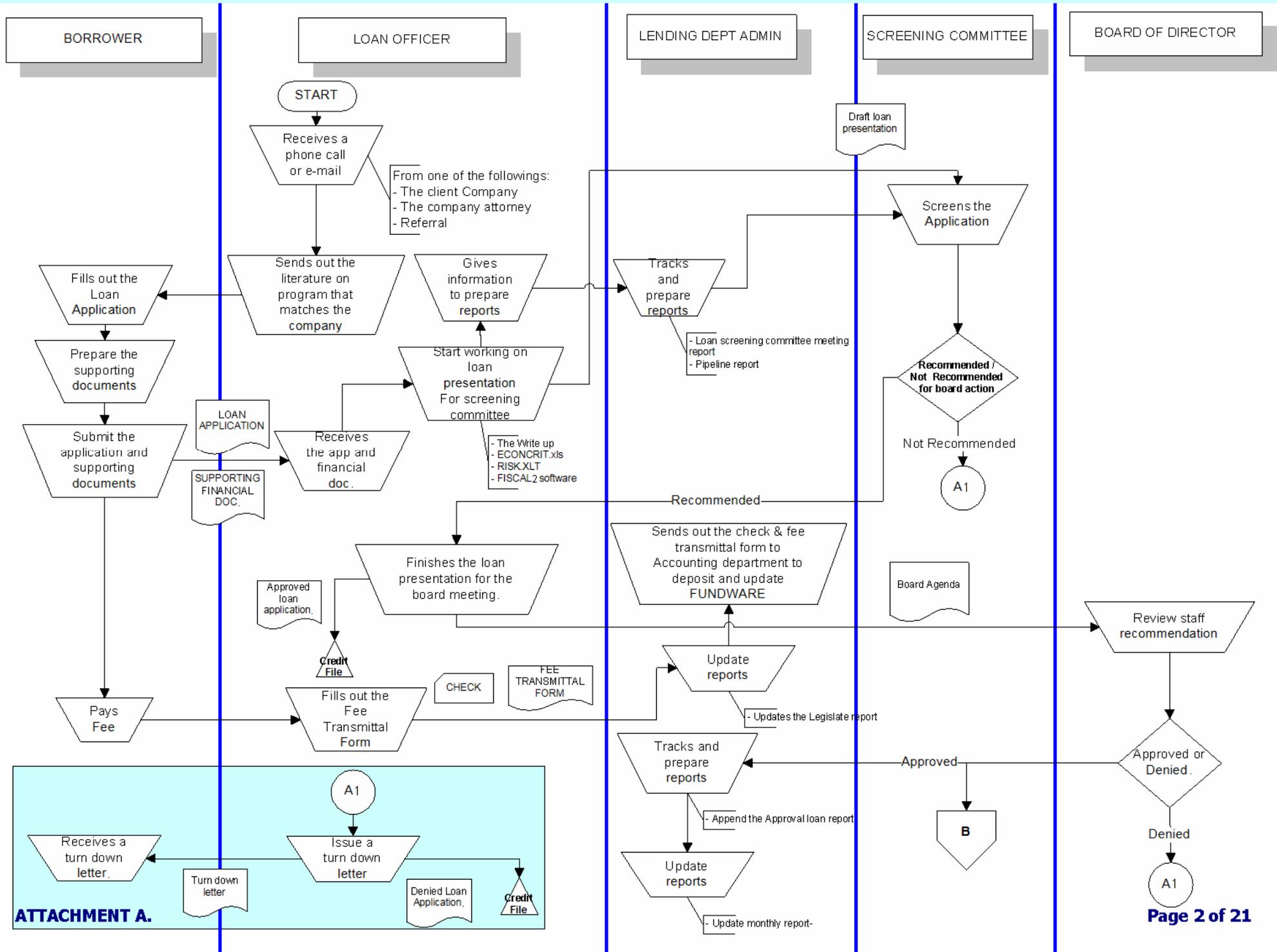
13. Gross Revenue Information

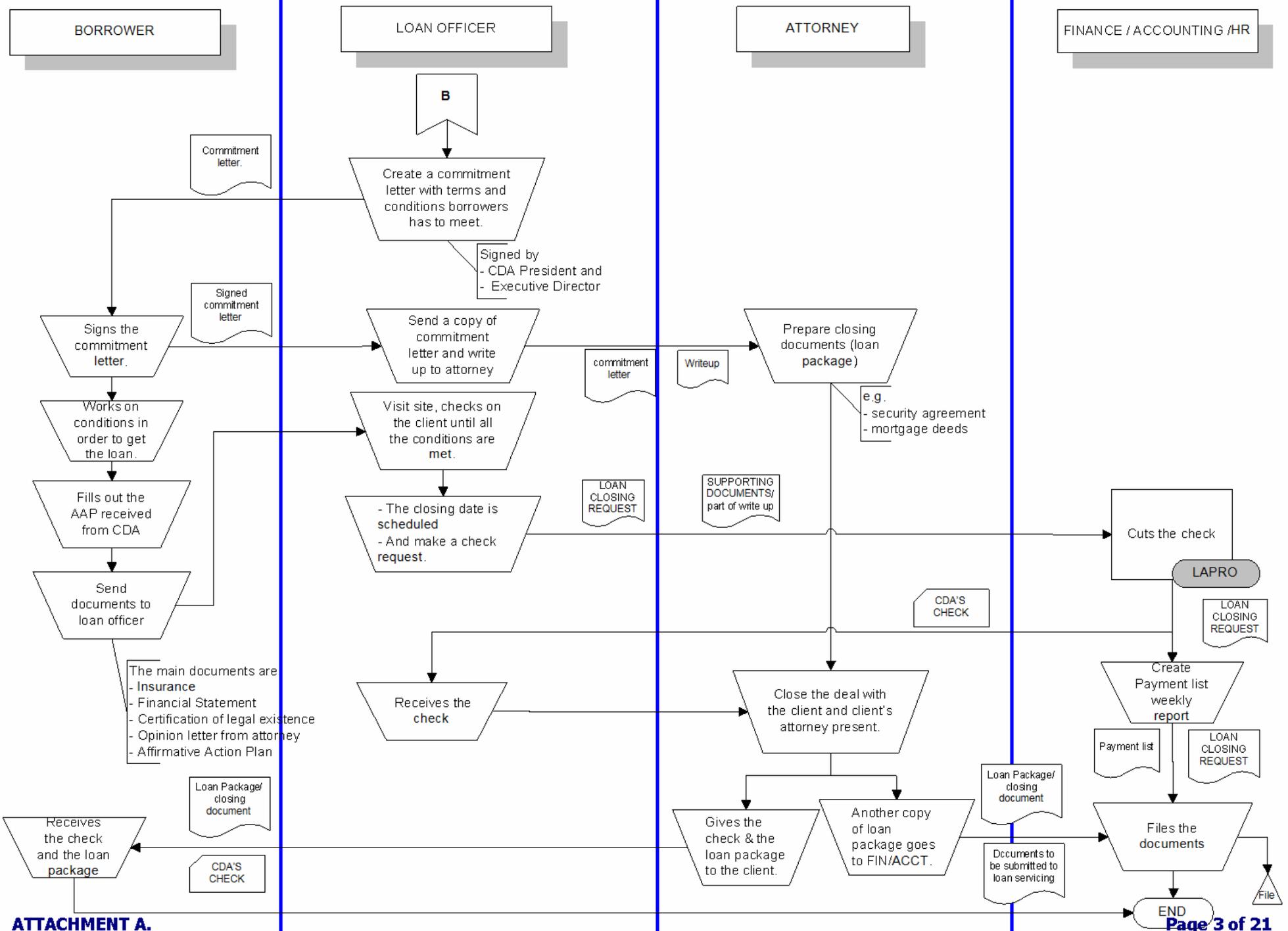
- Analysis Of Client Gross Revenue Fiscal Year June 30, YYYY
- Fields
 - Gross Revenues Range
 - Number Of Entities Assisted
 - Percentage

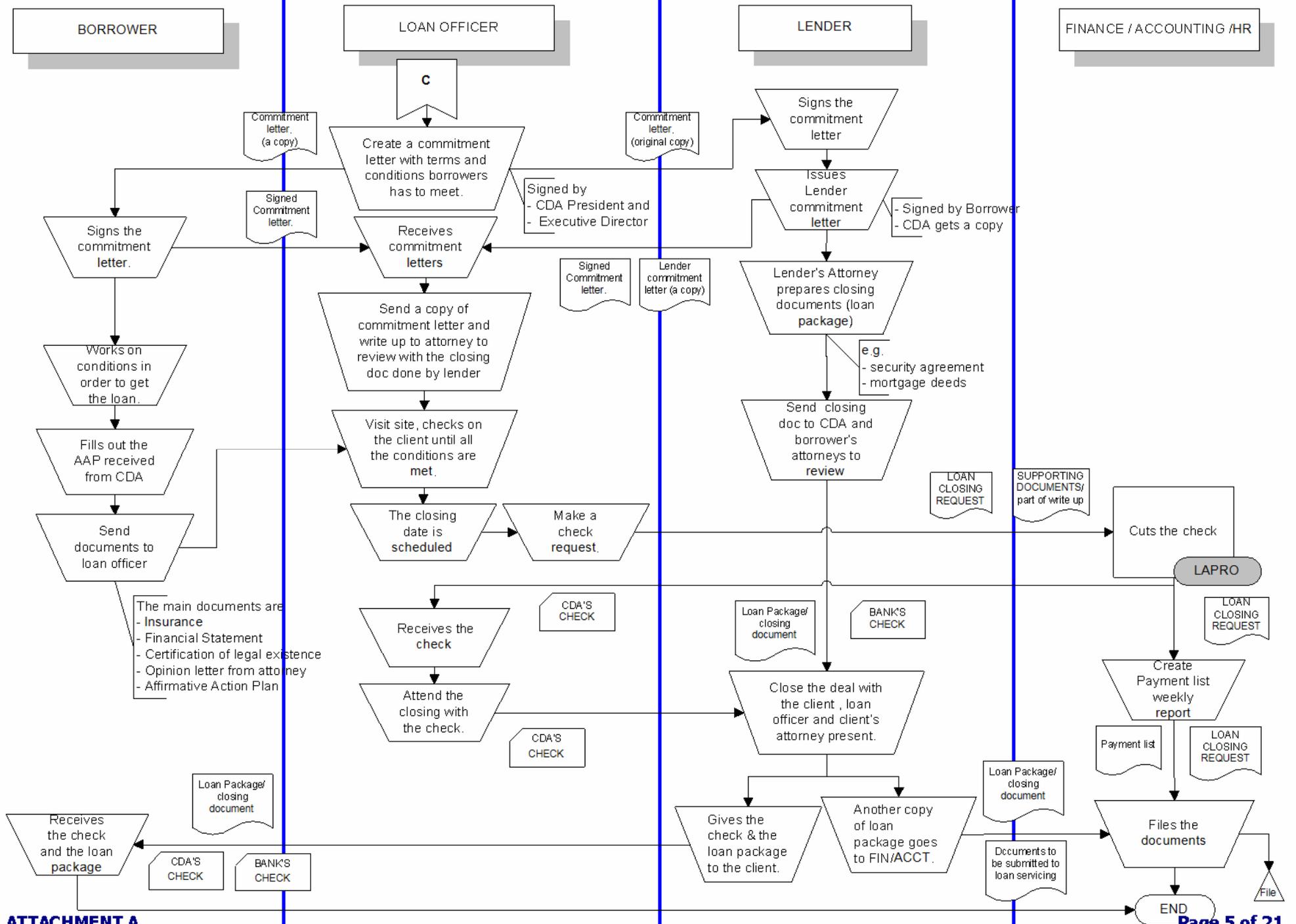
14. Bond Issue Information

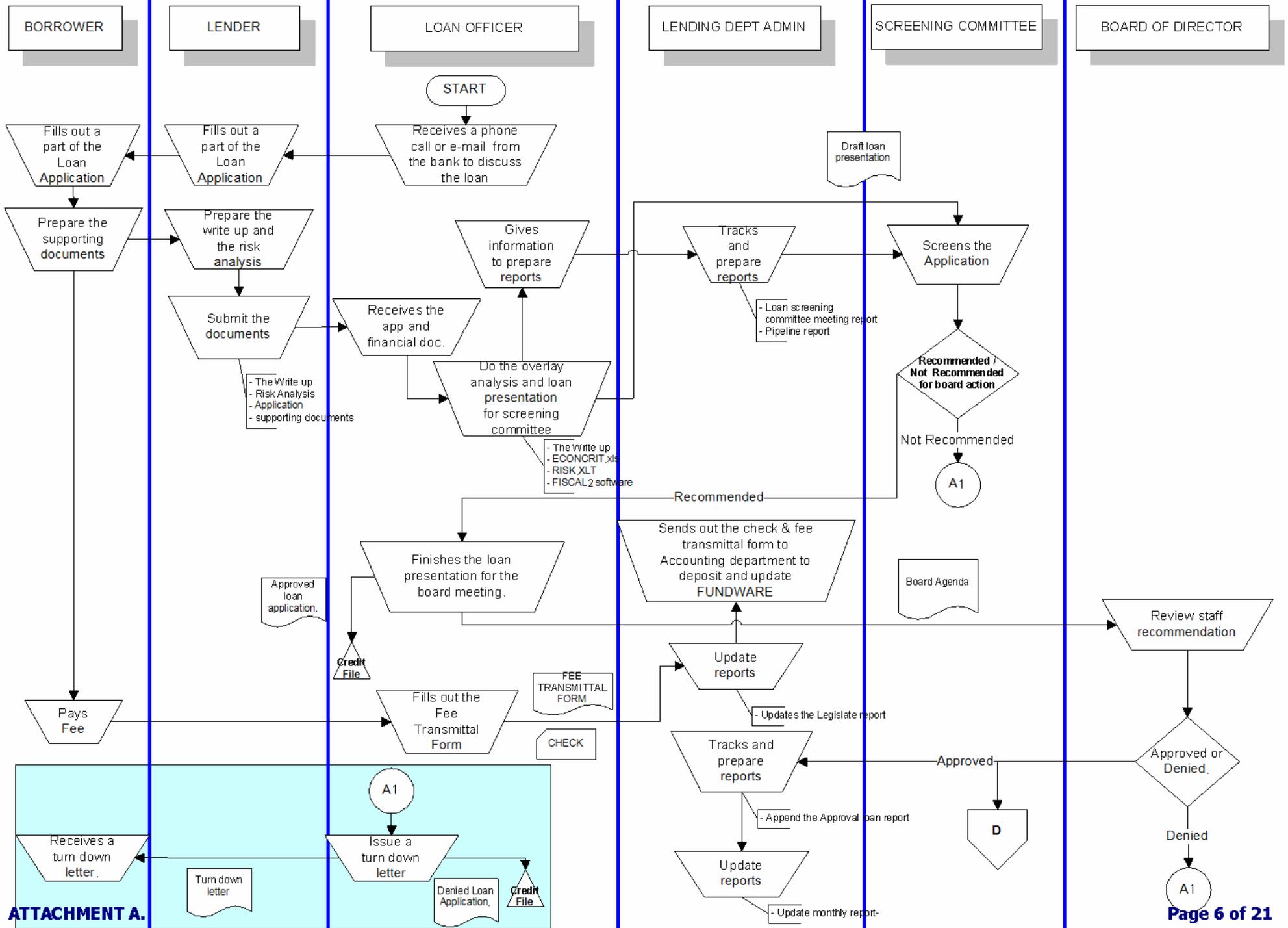
- Fields
 - Description (Company Name)
 - Date Closed
 - Amount
 - Underwriter
 - Competitive, Negotiated or Privately Placed.
 - NEGOTIATED
 - COMPETITIVE
 - PRIVATE
 - Net Proceeds

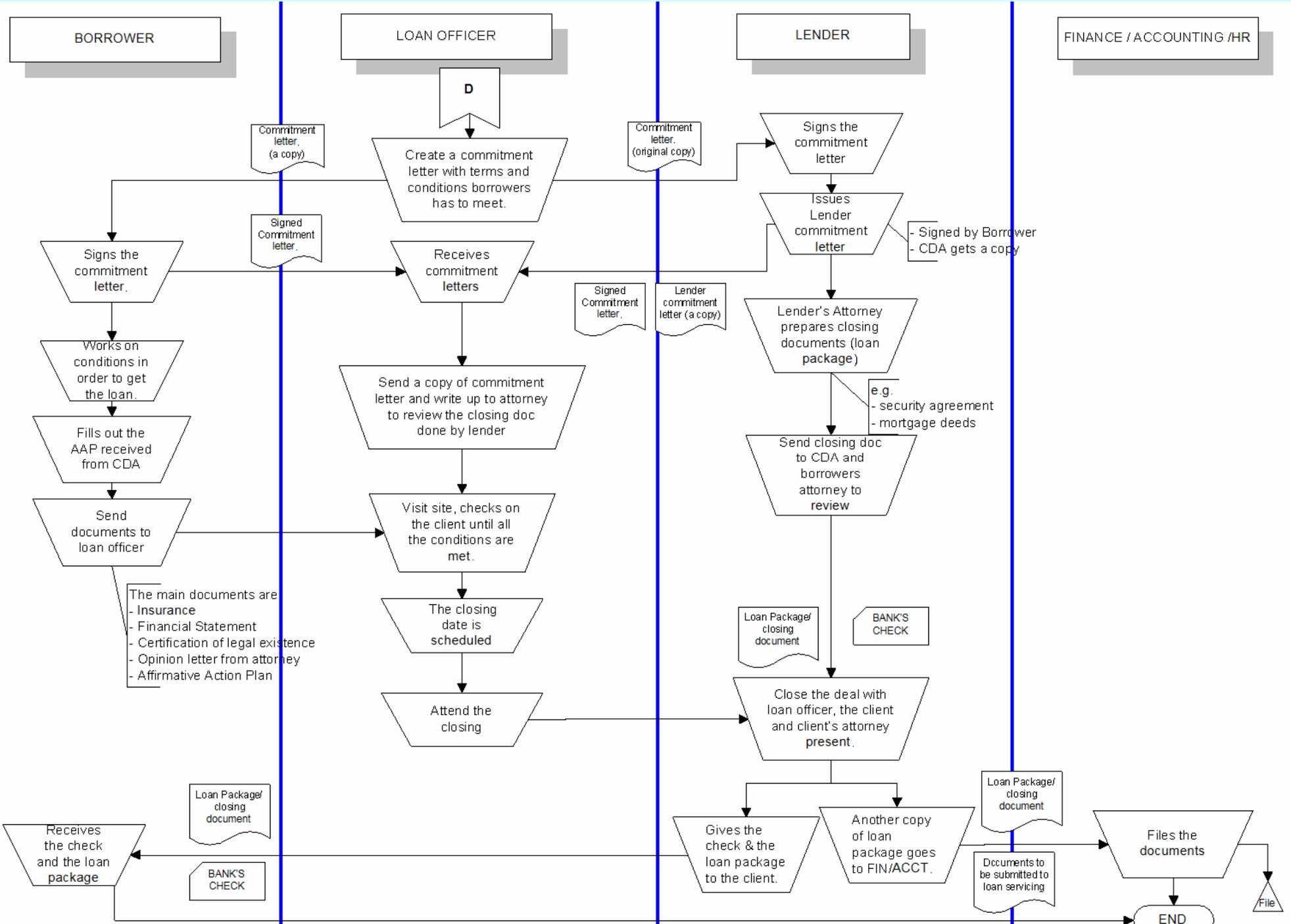
ATTACHMENT A.

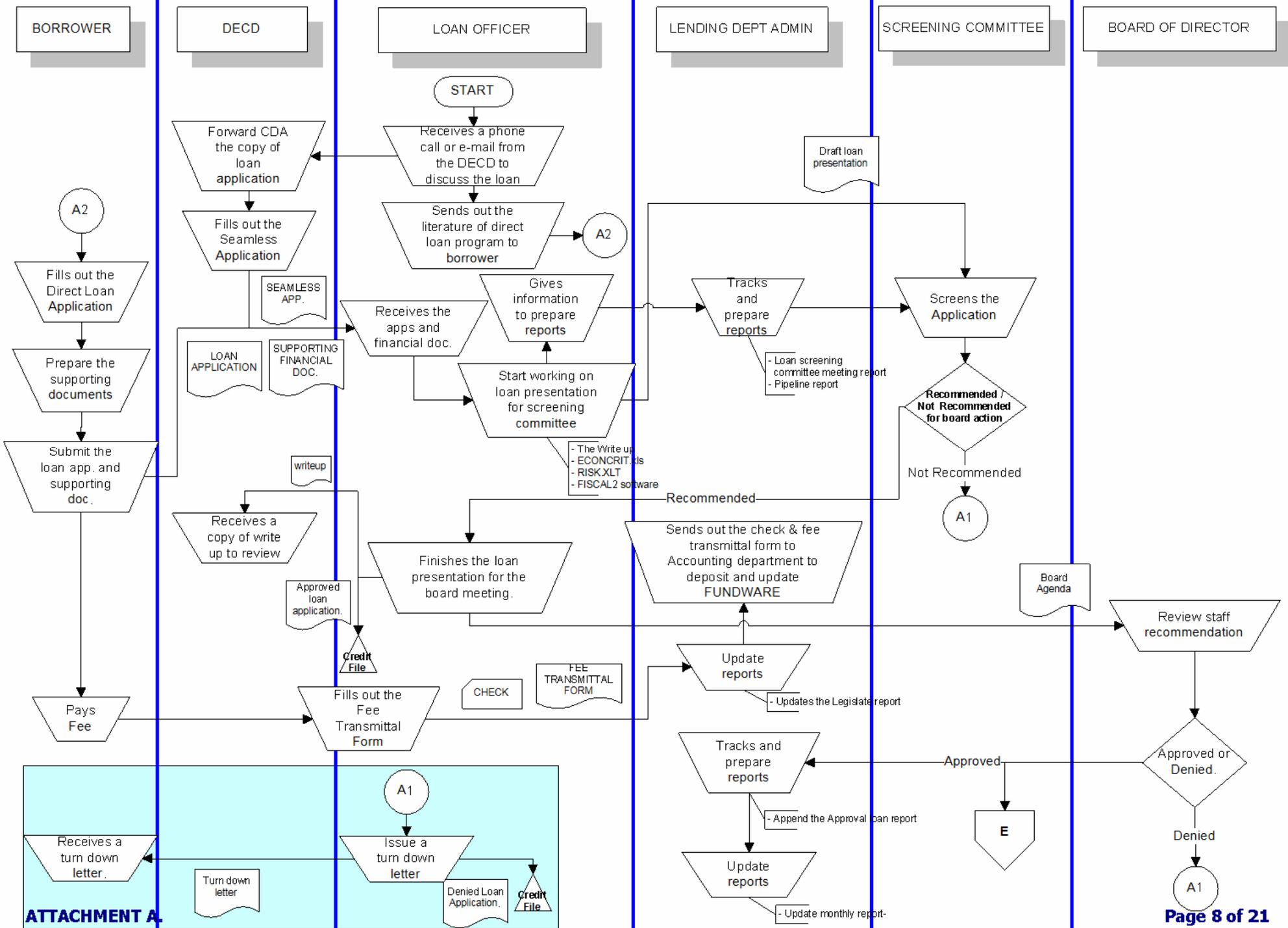


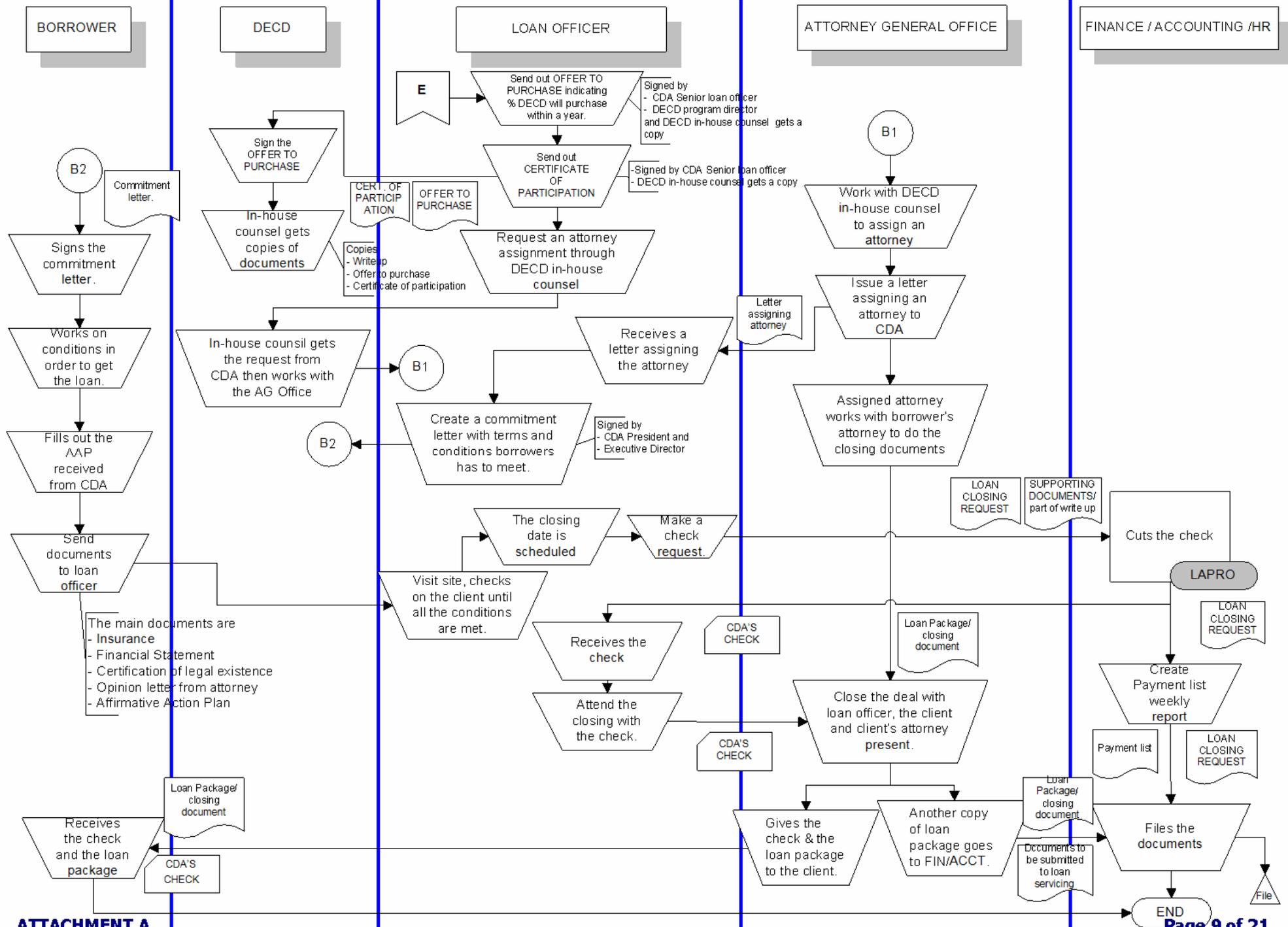


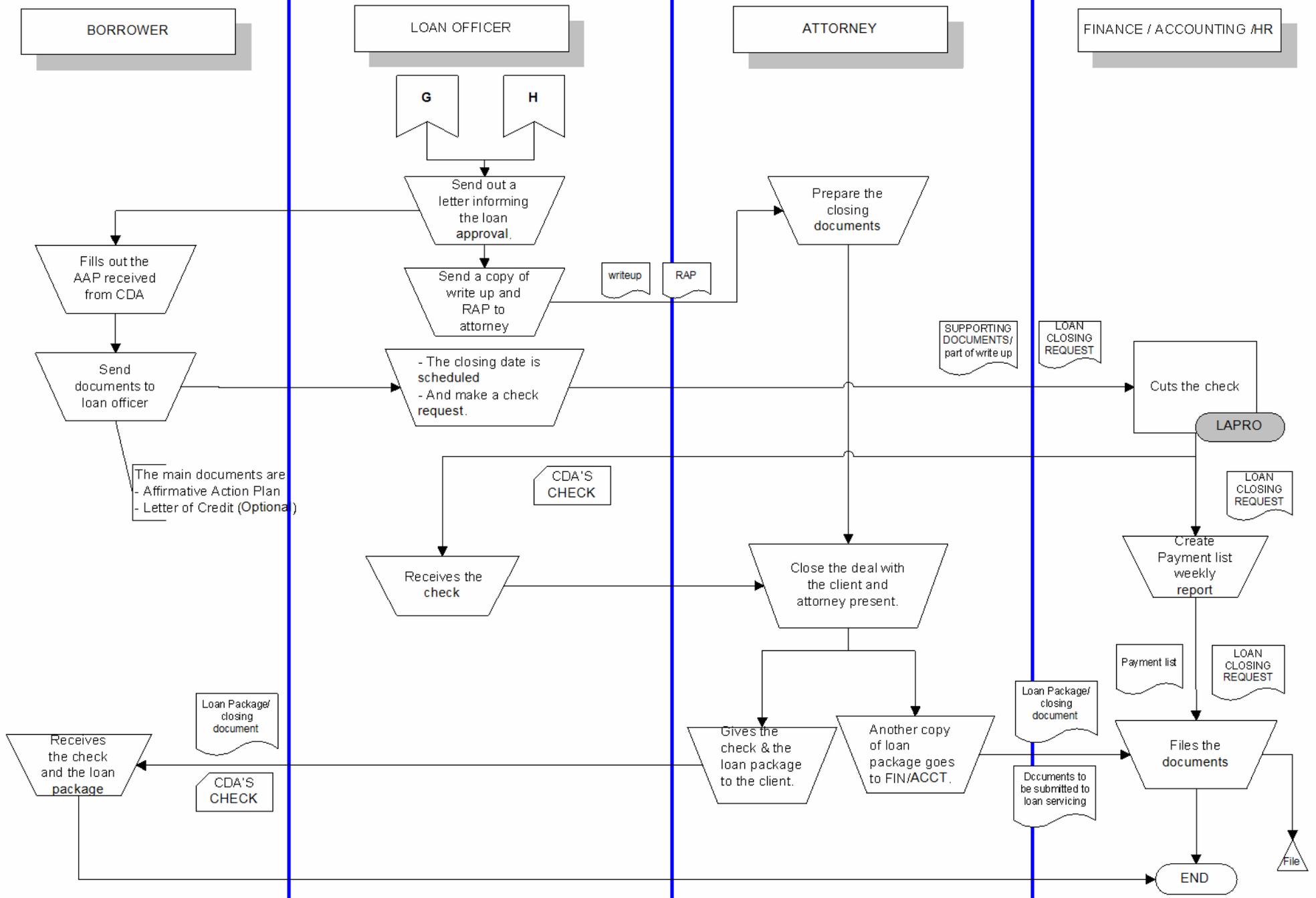


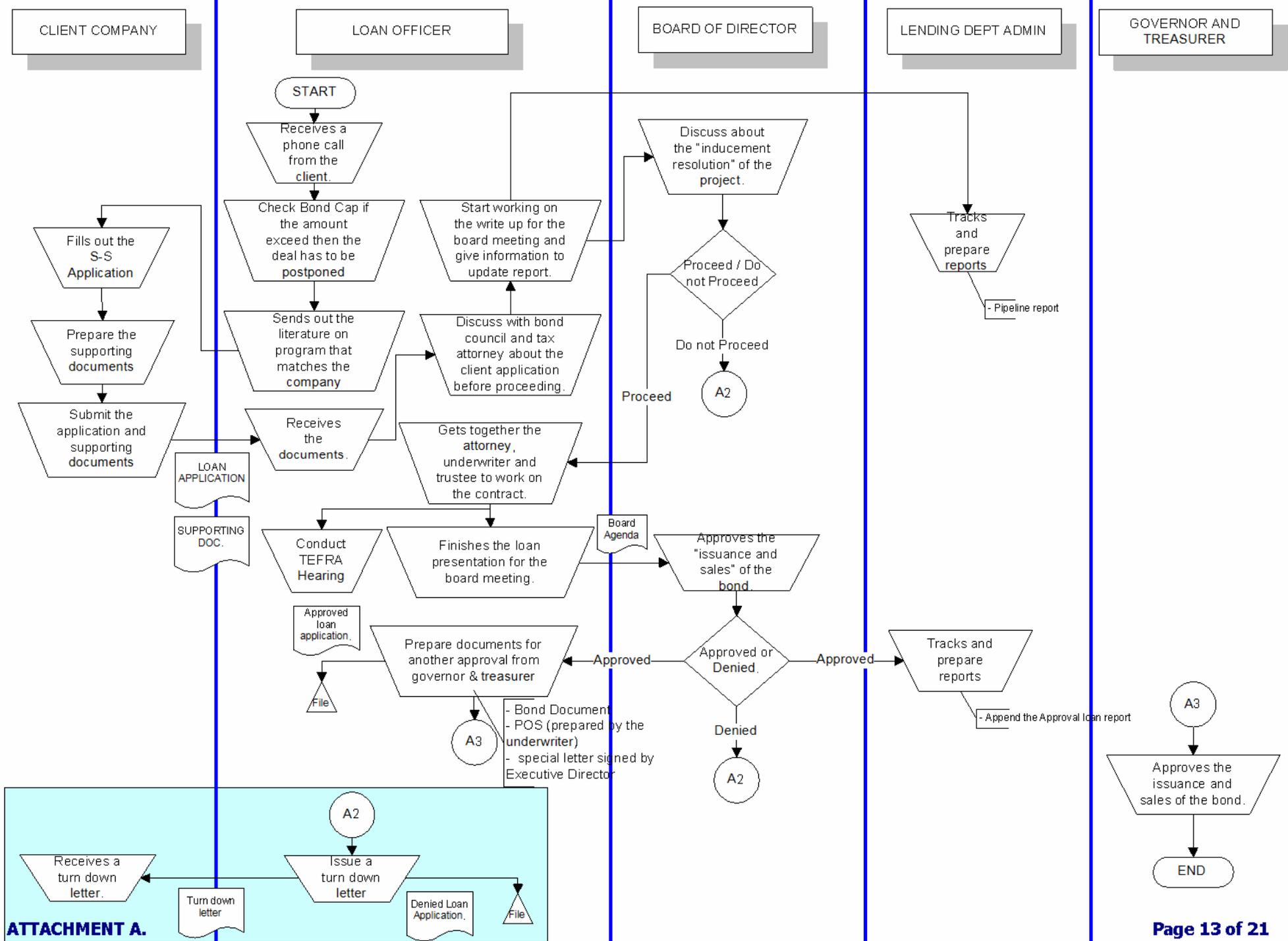




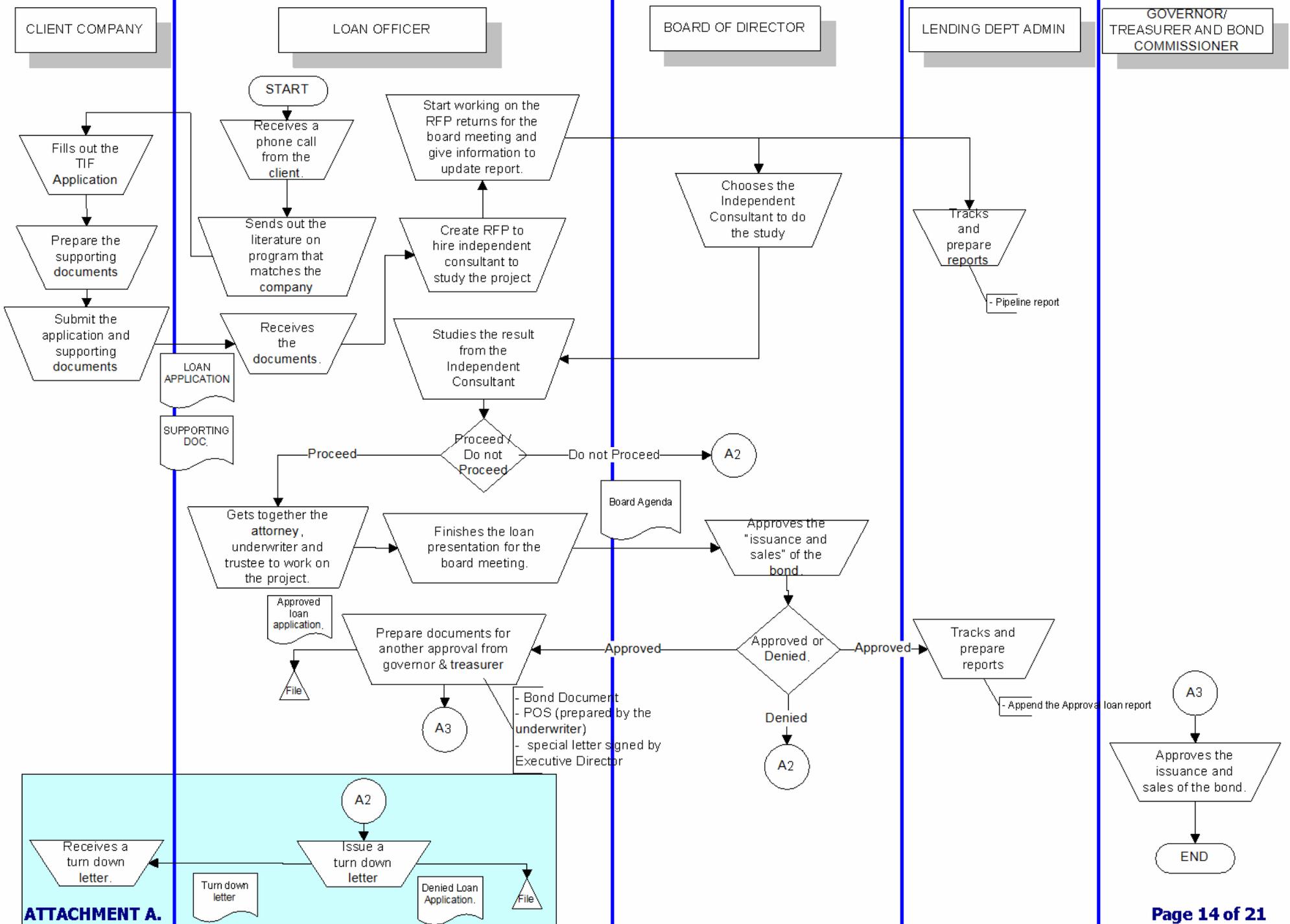


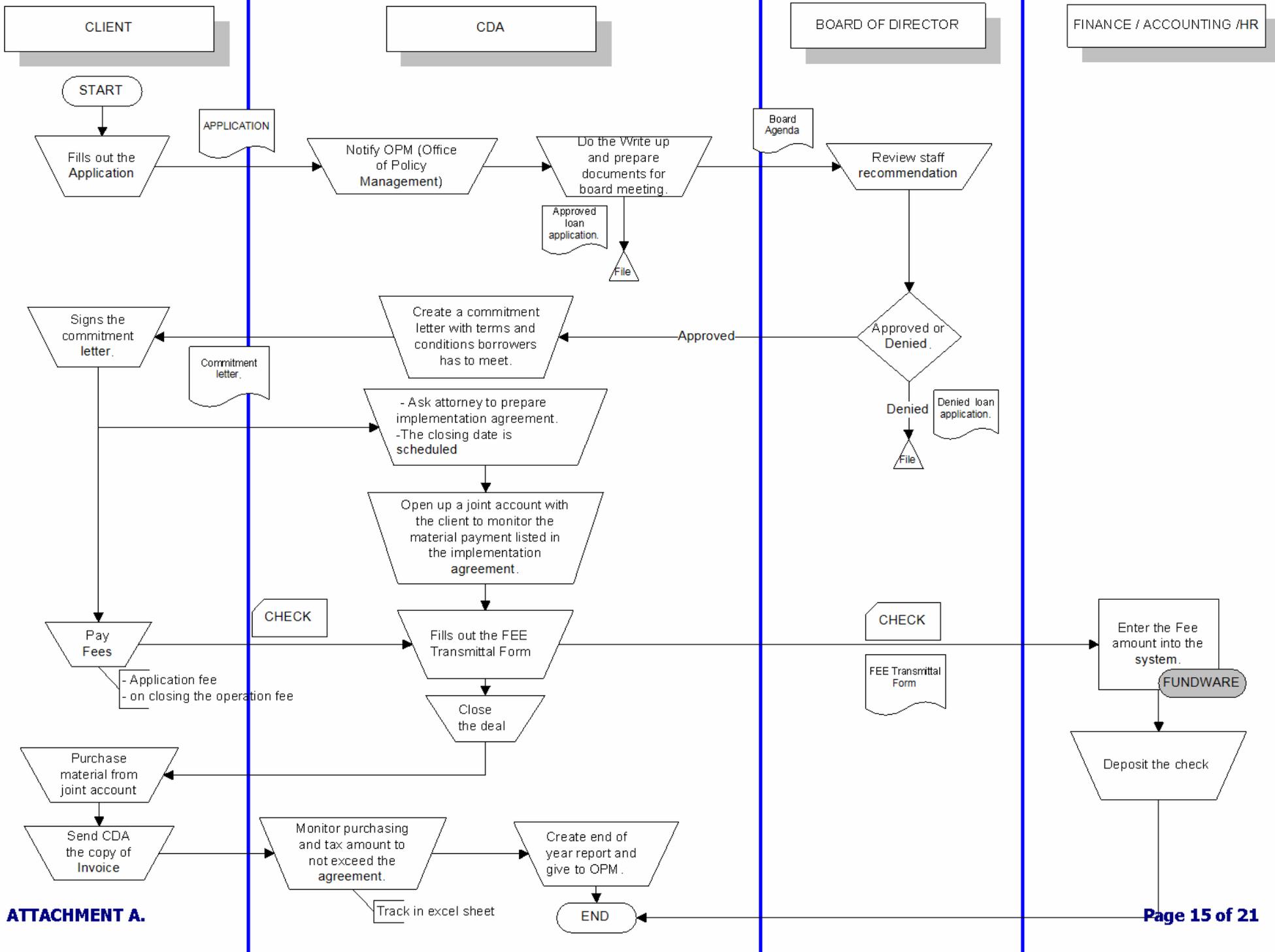


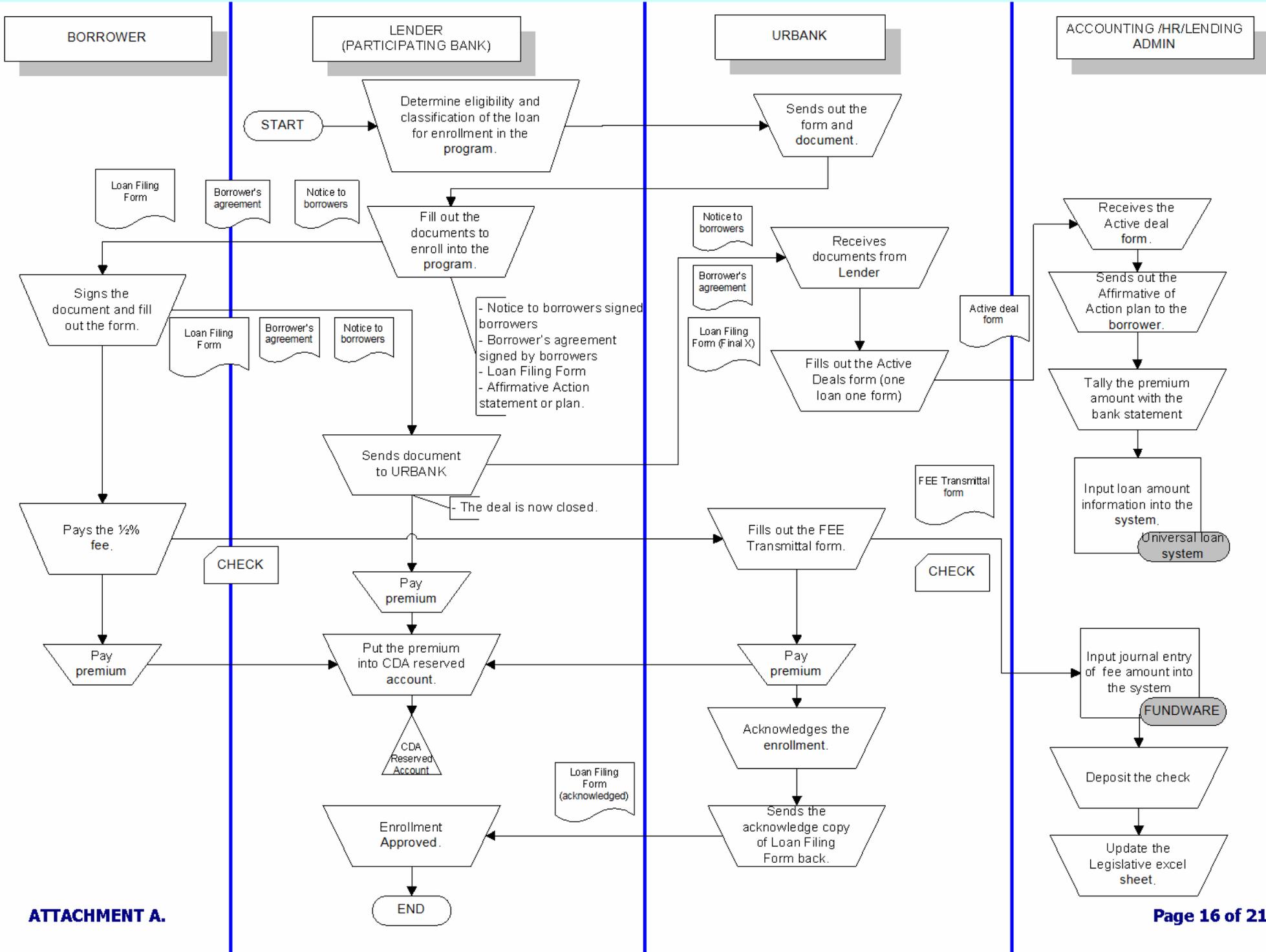


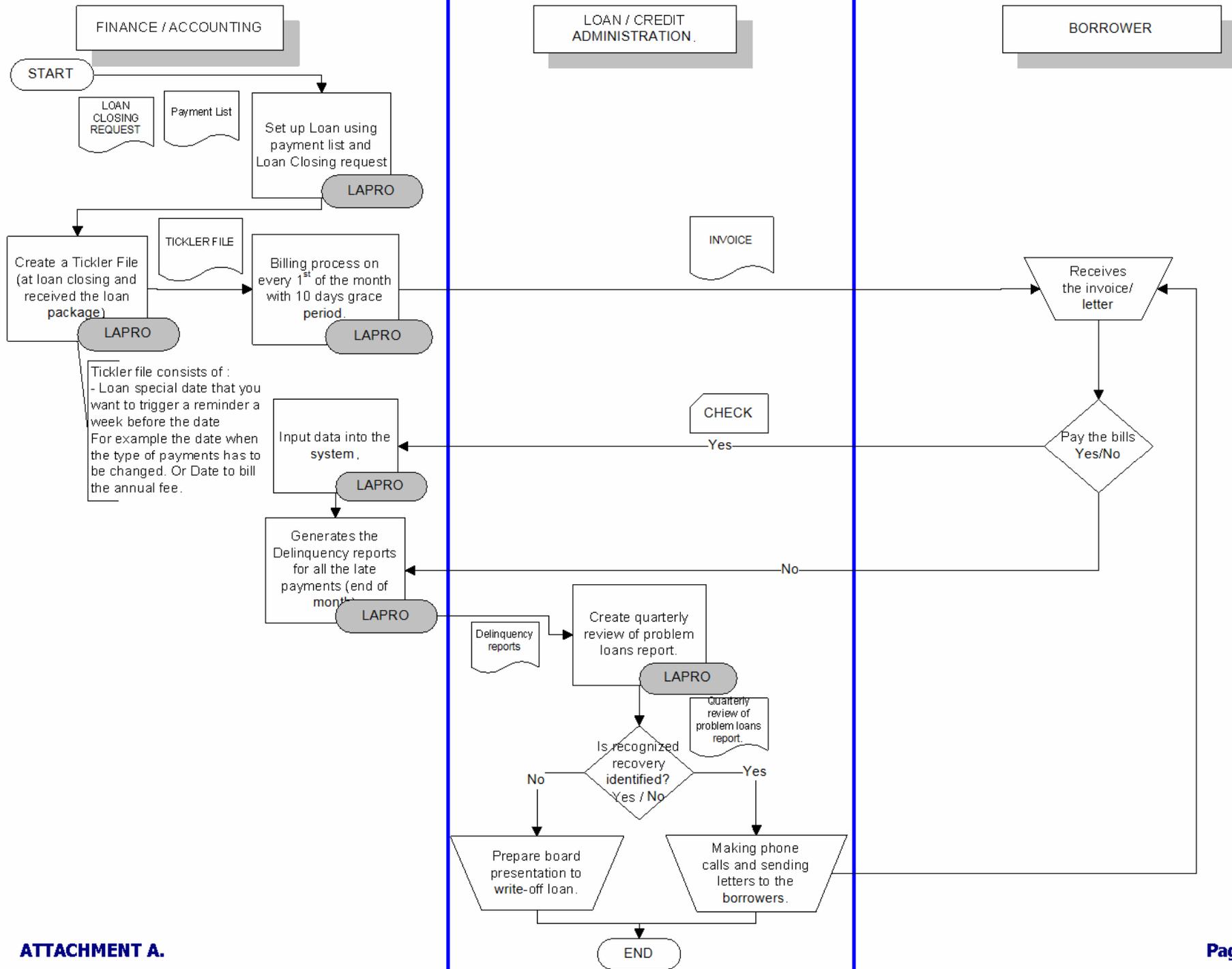


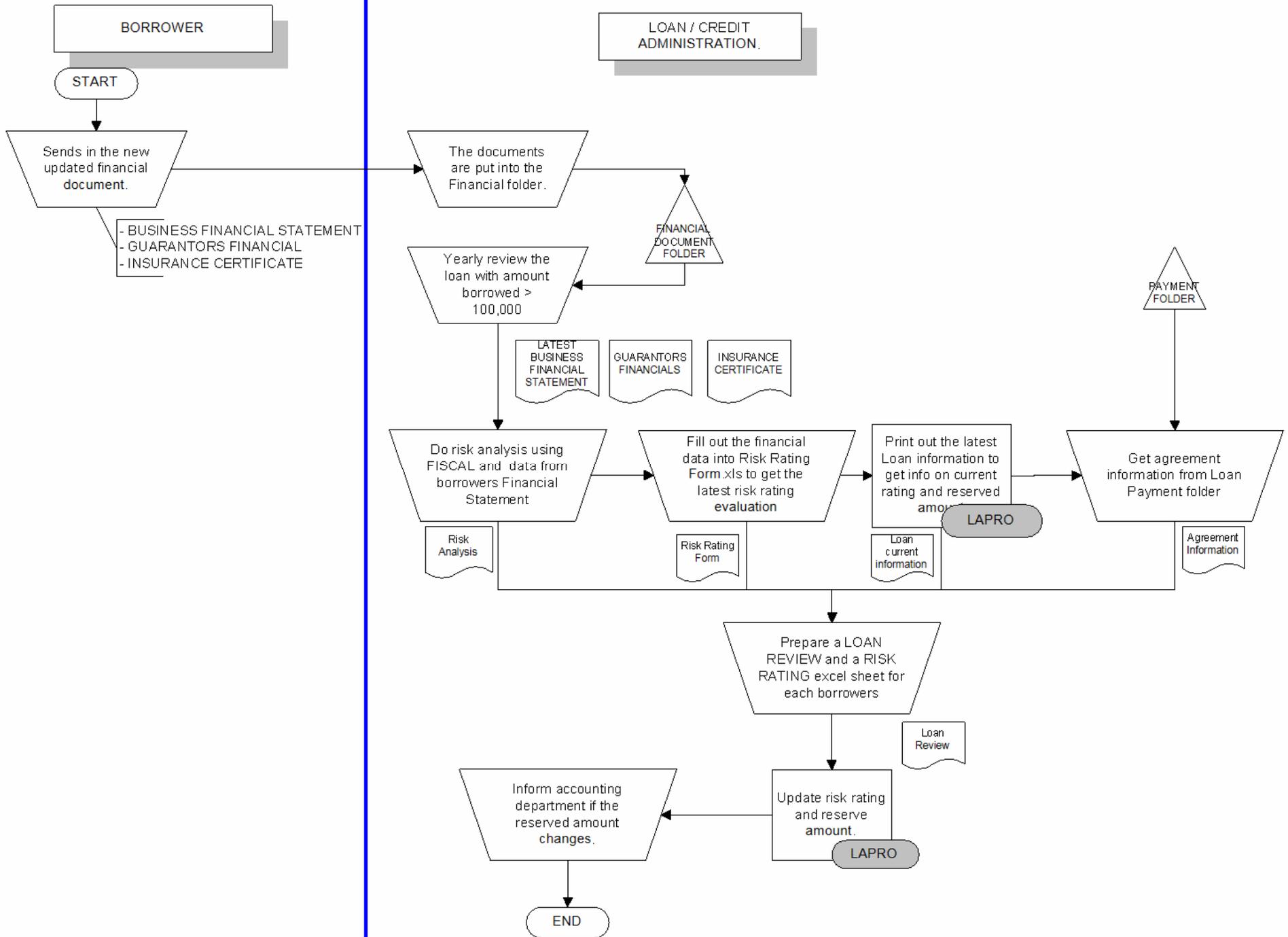
ATTACHMENT A.

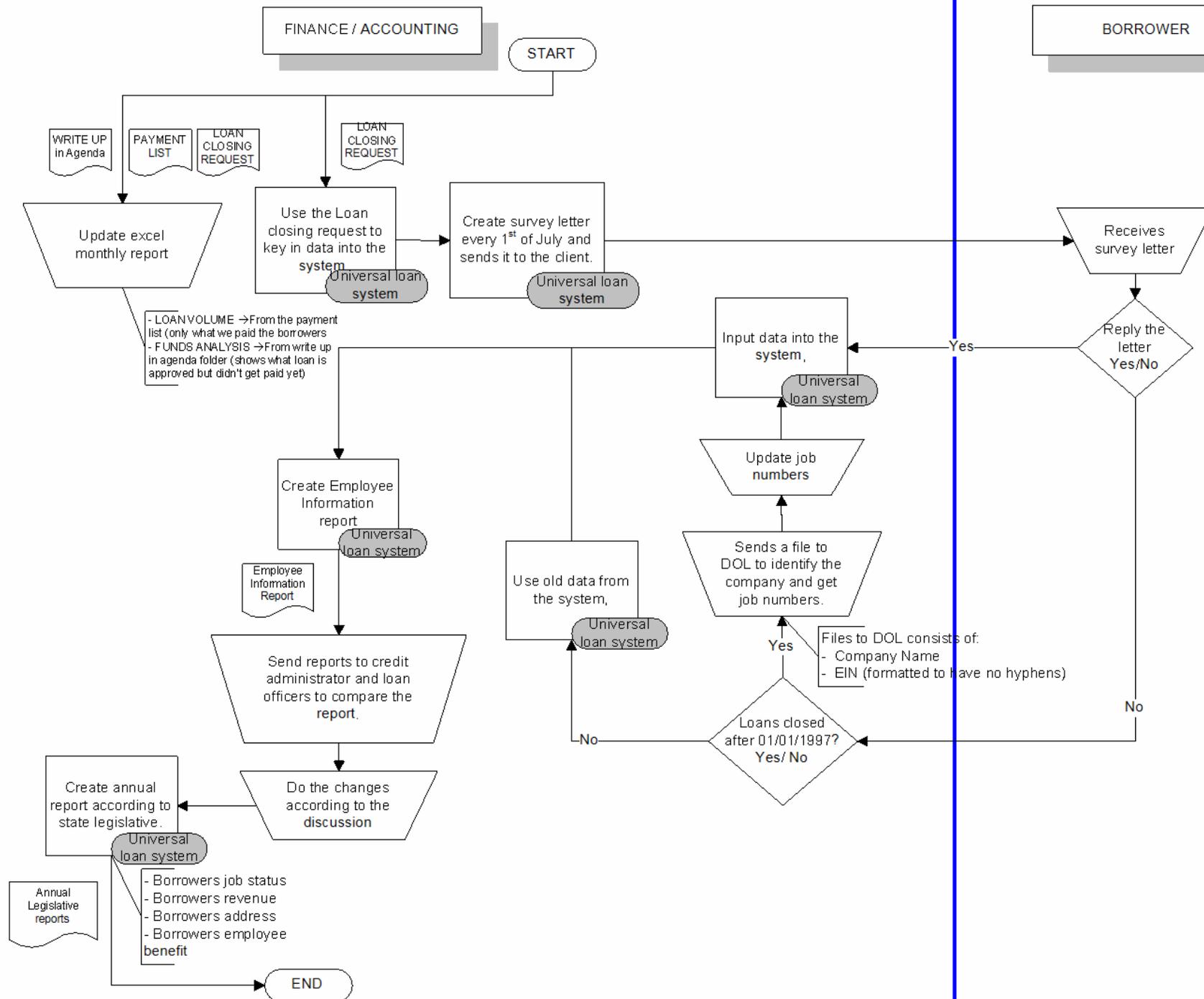








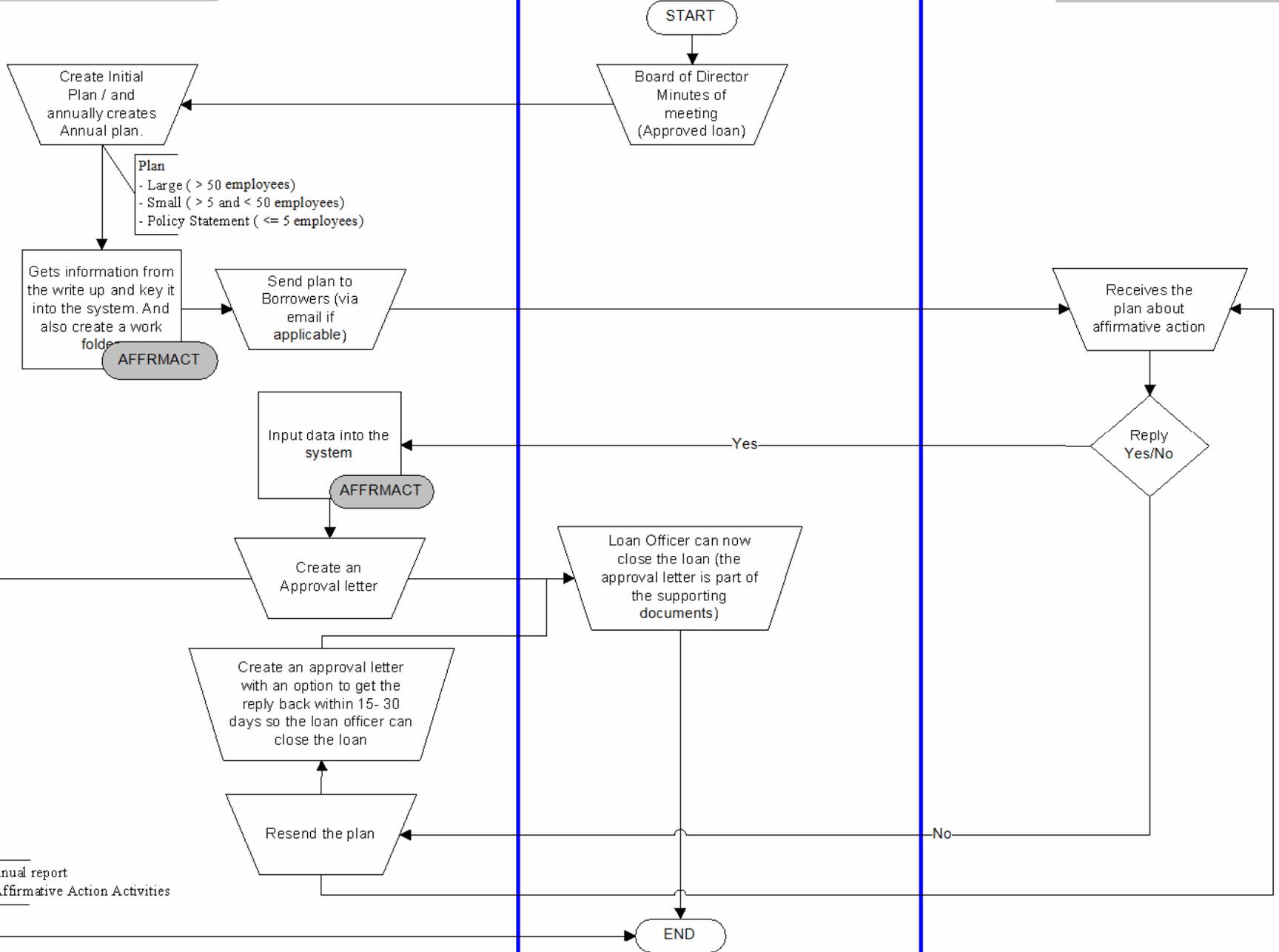




HUMAN RESOURCES
AFFIRMATIVE ACTION

LOAN OFFICER

BORROWER



ATTACHMENT B

Loan management minimum report requirements

Attachment B Listing:	
1	PipeLine Report
2	Screening Committee Meeting
3	Approved Loan Report since 1994
4	Anticipated Closing Loans
5	Doc Submitted to Loan Servicing
6	Loan Monthly Report - Loan Volume Summary Report - Fund Analysis Summary Report - Loan Monthly Summary Report
7	Legislative Report
8	Loan Closing Request
9	Fee Transmittal Form
10	Survey Form
11	AA Plan not received Tracking Report
12	Borrowers AA Plan Tracking

**CONNECTICUT DEVELOPMENT AUTHORITY
LOAN SCREENING COMMITTEE MEETING**

DATE	COMPANY	ACTION TAKEN	LOAN OFF.
mm/dd/yyyy	xxxxxxxxxxx		

data comes from the minutes of the loan screening committee meeting. / or from loan officers
date is the loan screening date

Company Name: _____

Closing Date: _____

Fund: _____

**DOCUMENTS TO BE SUBMITTED TO
LOAN SERVICING**

Direct Loans

Minimum documents submitted from closing;

- _____ The original Note(s)
- _____ Per Diem Interest Check

- _____ A copy of the Amortization Schedule

- _____ A copy of the Authority's Counsel's Bill

- _____ Financial Statements
- _____ Statement of Costs
- _____ Loan Closing Request Form
- _____ Commitment Letter
- _____ Affirmative Action Approval
- _____ UC5-A
- _____ Insurance Certificates
- _____ Appraisals
- _____ Other _____
- _____ Other _____
- _____ Other _____

The balance of the original closing documents should be forwarded from CDA's attorney within two (2) weeks of loan closing;

From Closing Post Closing

- | | | |
|-------|-------|---|
| _____ | _____ | Collateral Assignment of Life Insurance |
| _____ | _____ | Original Life Insurance Policy |
| _____ | _____ | Borrower's Counsel's Opinion Letter |
| _____ | _____ | Loan Agreement |
| _____ | _____ | Security Agreement |
| _____ | _____ | Personal and Corporate Guarantee Agreements |
| _____ | _____ | Mortgage Deed |
| _____ | _____ | UCC filings |
| _____ | _____ | Collateral Assignment of Rents |
| _____ | _____ | Landlord Waiver |
| _____ | _____ | Environmental Certificate and Indemnity Agreement |

_____	_____	Certificate of No Adverse Change
_____	_____	Certificate of Non-Relocation
_____	_____	Borrower's Counsel Opinion Letter
_____	_____	Proof of Tax Payments
_____	_____	Certificate of Good Standing
_____	_____	Certificate of Zoning Compliance
_____	_____	UCC Search
_____	_____	Survey
_____	_____	Title Insurance
_____	_____	Corporate Resolutions
_____	_____	Lease
_____	_____	Pre-judgement Remedy
_____	_____	*Other _____
_____	_____	Other _____
_____	_____	Other _____

Purchase agreements, warrants, intercreditor agreements, etc.

Loan Officer

Date

Company Name: _____

Closing Date: _____

Fund: _____

**DOCUMENTS TO BE SUBMITTED TO
LOAN SERVICING**

Loan Guarantees and Junior Participations

Minimum documents submitted from closing;

- _____ A copy of the Note(s)
- _____ A copy of the Loan Agreement
- _____ Original Participation Certificate and Inducement Agreement, or a copy of the Guarantee Certificate and Non Relocation Agreement
- _____ Original Personal and/or Corporate Guarantees if they flow to the Authority's benefit (if they flow to the Bank's, and indirectly, the Authority's benefit they may follow in the closing binder)
- _____ Checks representing CDA fees (Commitment, Application, Guarantee, Pro Rata Junior Participation Fees)
- _____ A copy of the Authority's Counsel's Bill
- _____ Financial Statements
- _____ Loan Closing Request Form
- _____ Affirmative Action Approval
- _____ UC5-A
- _____ Application
- _____ Loan Screening Report
- _____ Joint Statement for Threshold Projects
- _____ D&B Reports
- _____ Action Item
- _____ DEP Reports
- _____ Other _____
- _____ Other _____
- _____ Other _____

The balance of the closing documents should be forwarded from the ban attorney;

From Closing Post Closing

- | | | |
|-------|-------|----------------|
| _____ | _____ | Closing Binder |
| _____ | _____ | Other |
| _____ | _____ | Other |
| _____ | _____ | |

Loan Officer

Date

CONNECTICUT DEVELOPMENT AUTHORITY
 LOAN VOLUME & CLOSINGS (MAJOR PROGRAMS)
 CLOSINGS FOR FYE 'YYYY-'YYYY

5/1/2007
 10:11 AM

VOLUME (GUARANTEES SHOWN NET, I.e. CDA'S EXPOSURE)

DESCRIPTION	FUND "A" WORKS FUND DIRECT	FUND "A" WORKS FUND GUARANTEE	FUND "A" WORKS FUND EQUITY	FUND "B" CT. WORKS GUARANTEE	GROWTH FUND DIRECT	GROWTH FUND EQUITY	OTHER NON-ACTIVE FUNDS	CAPITAL ACCESS FUND (LOAN AMOUNT)	JOB TRAINING FINANCE	BROWNSFIELD	S.S. BONDS	SALES AND USE TAX	TOTALS
LOAN VOLUME FYE 1992	99,999,999	0	0	0	99,999,999	0	99,999,999	0	0	0	0	0	299,999,997
LOAN VOLUME FYE 1993	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	0	99,999,999	99,999,999	0	0	0	0	699,999,993
LOAN VOLUME FYE 1994	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	0	99,999,999	99,999,999	0	0	0	0	699,999,993
LOAN VOLUME FYE 1995	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999 FAVRS	99,999,999	0	0	0	0	799,999,992
LOAN VOLUME FYE 1996	99,999,999	99,999,999	0	99,999,999	99,999,999	99,999,999	99,999,999 FAVRS	99,999,999	0	0	99,999,999	0	799,999,992
LOAN VOLUME FYE 1997	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	0	99,999,999 FAVRS	99,999,999	99,999,999	0	99,999,999	0	899,999,991
LOAN VOLUME FYE 1998	99,999,999	0	0	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	0	99,999,999	99,999,999	899,999,991
LOAN VOLUME FYE 1999	99,999,999	0	0	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	0	99,999,999	99,999,999	899,999,991
LOAN VOLUME FYE 2000	99,999,999	99,999,999	0	99,999,999	99,999,999	99,999,999	0	99,999,999	99,999,999	0	99,999,999	99,999,999	899,999,991
LOAN VOLUME FYE 2001	99,999,999	99,999,999	0	99,999,999	99,999,999	99,999,999	0	99,999,999	99,999,999	0	99,999,999	99,999,999	899,999,991
LOAN VOLUME FYE 2002	99,999,999	0	0	99,999,999	99,999,999	99,999,999	0	99,999,999	99,999,999	0	99,999,999	99,999,999	799,999,992
LOAN VOLUME FYE 2003	99,999,999	0	0	0	99,999,999	0	0	99,999,999	99,999,999	99,999,999	99,999,999	99,999,999	699,999,993
LOAN VOLUME FYE 2004	99,999,999	0	99,999,999	99,999,999	99,999,999	0	0	99,999,999	0	99,999,999	99,999,999	99,999,999	799,999,992
LOAN VOLUME FYE 2005	99,999,999	0	99,999,999	0	99,999,999	0	0	99,999,999	0	99,999,999	99,999,999	99,999,999	699,999,993
LOAN VOLUME FYE 2006	99,999,999	0	0	0	99,999,999	0	0	99,999,999	0	99,999,999	99,999,999	99,999,999	599,999,994
LOAN VOLUME FYE 2007 thru 1/30/06	99,999,999				99,999,999		0	99,999,999	0			99,999,999	399,999,996
GRAND TOTALS	1,599,999,984	699,999,993	599,999,994	1,099,999,989	1,599,999,984	699,999,993	899,999,991	1,499,999,985	699,999,993	399,999,996	1,099,999,989	999,999,990	11,799,999,882

ENTITIES RECEIVING FUNDING

DESCRIPTION	FUND "A" WORKS FUND DIRECT	FUND "A" WORKS FUND GUARANTEE	FUND "A" WORKS FUND EQUITY	FUND "B" CT. WORKS GUARANTEE	GROWTH FUND DIRECT	GROWTH FUND EQUITY	ENVRNMNTL CLEAN-UP FUND	CAPITAL ACCESS FUND	JOB TRAINING FINANCE	BROWNSFIELD	S.S. BONDS	SALES AND USE TAX	TOTALS
LOAN CLOSINGS FYE 1992	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 1993	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 1994	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 1995	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 1996	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 1997	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 1998	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 1999	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 2000	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 2001	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 2002	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 2003	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 2004	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 2005	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 2006	99	99	99	99	99	99	99	99	99	99	99	99	2,079
LOAN CLOSINGS FYE 2007 thru 11/30/06	99	99	99	99	99	99	99	99	99	99	99	99	2,079
GRAND TOTALS	1,584	1,584	1,584	1,584	1,584	1,584	1,584	1,584	1,584	1,584	1,584	1,584	33,264

FUND ANALYSIS @ MM/DD/YYYY										
DESCRIPTION	FUND "A" CT. WORKS FUND	FUND "A" CT. WORKS GUARANTEE SUB-FUND	SUBTOTAL FUND "A"	FUND "B" CT. WORKS GUARANTEE FUND	GROWTH FUND	"URBANK" CAPITAL ACCESS FUND	ENVRNMTL ASST. TO BUS. FUND	JOB TRAINING FUND	BROWNSFIELD PROGRAM	MORTGAGE & LOAN INS. FUND
CASH AVAILABLE TO LEND @ MM/DD/YYYY	\$99,999,999	\$0	\$99,999,999	\$0	\$99,999,999	\$0	\$0	\$0	\$0	\$0
LEGISLATIVE AUTHORIZED	\$99,999,999	\$99,999,999	199,999,998	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	0	\$99,999,999
TOTAL BOND FUNDS DRAWN TO DATE	(\$99,999,999)	0	(99,999,999)	(\$99,999,999)	(\$99,999,999)	(\$99,999,999)	(\$99,999,999)	(\$99,999,999)	0	(\$99,999,999)
TOTAL AVAILABLE FUNDS	\$99,999,999	\$99,999,999	\$199,999,998	\$0	\$99,999,999	\$0	\$0	\$0	\$0	\$0
OUTSTANDING COMMITMENTS - DIRECT	\$99,999,999	NA	\$99,999,999	NA	\$99,999,999	\$0	\$0	\$0	\$99,999,999	\$0
O/S COMMITMENTS - GRNTEES: (REQ. RESERVE)	NA	\$0	0	\$0	NA	\$0	\$0	\$0	\$0	\$0
ENTREPRENEURIAL LOAN PROGRAM	NA	\$0	0	\$0	NA	\$99,999,999	\$0	\$0	\$0	\$0
CLOSED GUARANTEES: URBANK	NA	NA	0	\$0	NA	\$99,999,999	\$0	\$0	\$0	\$0
CLOSED GUARANTEES: (REQUIRED RESERVE)	NA	\$99,999,999	\$99,999,999	\$99,999,999	NA	NA	\$0	\$0	\$0	\$0
TOTAL RESTRICTED FUNDS	\$99,999,999	\$99,999,999	\$199,999,998	\$99,999,999	\$99,999,999	\$199,999,998	\$0	\$0	\$99,999,999	\$0
TOTAL AVAILABLE LESS RESTRICTED FUNDS	\$0	\$0	\$0	(\$99,999,999)	\$0	(\$199,999,998)	\$0	\$0	N/A *	\$0
LEVERAGE CAPACITY	NA	4:1		4:1	NA	NA	1:1	1:1	1:1	4:1
AVAILABLE LENDING CAPACITY	\$0	\$0	\$0	(\$399,999,996)	\$0	(\$199,999,998)	\$0	\$0	N/A *	\$0

* AMOUNT TO BE FUNDED THROUGH BONDS

**CONNECTICUT DEVELOPMENT AUTHORITY
BOARD APPROVALS / JOBS RETAINED / JOBS PROJECTED REPORT**

SIC#	Date	Company Name	City/Town	\$ Dollar Amount	Type Of Loan	Jobs Retained	Jobs Projected	Project
999999	mm-yy	xxxxxxxxxxx	Canton, CT	\$99,999,999	JP	19	4	xxxxx
9999	mm-yy	xxxxxxxxxxx	S. Windsor, CT	\$99,999,999	JP	170	0	xxxxx
9999	mm-yy	xxxxxxxxxxx	Norwalk, CT	\$99,999,999	Direct Loan	22	0	xxxxx
999999	mm-yy	xxxxxxxxxxx	E. Granby, CT	\$99,999,999	Direct Loan/INF	38		xxxxx
9999	mm-yy	xxxxxxxxxxx	Bloomfield, CT	\$99,999,999	Direct Loan	91		xxxxx
9999	mm-yy	xxxxxxxxxxx	Bridgeport, CT	\$99,999,999	JP	1150		xxxxx
9999	mm-yy	xxxxxxxxxxx	E. Hartford, CT	\$99,999,999	Direct Loan	17	5	xxxxx
9999	mm-yy	xxxxxxxxxxx	Meriden, CT	\$99,999,999	JP	29	7	xxxxx
9999	mm-yy	xxxxxxxxxxx	Bristol, CT	\$99,999,999	JP	36	4	xxxxx
9999	mm-yy	xxxxxxxxxxx	Middletown, CT	\$99,999,999	JP	70	0	xxxxx
9999	mm-yy	xxxxxxxxxxx	E. Hartford, CT	\$99,999,999	Direct Loan	39	2	xxxxx
9999	mm-yy	xxxxxxxxxxx	Newington, CT	\$99,999,999	JP	60	0	xxxxx
9999	mm-yy	xxxxxxxxxxx	E. Hartford, CT	\$99,999,999	Direct Loan	47	8	xxxxx
9999	mm-yy	xxxxxxxxxxx	Groton, CT	\$99,999,999	Direct Loan	30	4	xxxxx
								xxxxx
LOAN TOTALS:				\$1,399,999,986		1818	34	xxxxx

9999	mm-yy	xxxxxxxxxxx	Enfield, CT	\$99,999,999	Sales/Use Tax		89	xxxxx
9999	mm-yy	xxxxxxxxxxx	Windsor Locks, CT	\$99,999,999	Sales/Use Tax	91	12	xxxxx
9999	mm-yy	xxxxxxxxxxx	Stamford, CT	\$99,999,999	Sales/Use Tax	295	0	xxxxx
9999	mm-yy	xxxxxxxxxxx	Hartford, CT	\$99,999,999	Sales/Use Tax			
9999	mm-yy	xxxxxxxxxxx	Cheshire, CT	\$99,999,999	Sales/Use Tax		190	xxxxx
9999	mm-yy	xxxxxxxxxxx	N. Stonington, CT	\$99,999,999	Sales/Use Tax	0	266	xxxxx
9999	mm-yy	xxxxxxxxxxx	Shelton, CT	\$99,999,999	Sales/Use Tax	151		
SALES/USE TAX TOTALS:				\$699,999,993		537	557	

9999	mm-yy	xxxxxxxxxxx	Danbury, CT	\$99,999,999	Brownfield TIF			xxxxx
9999	mm-yy	xxxxxxxxxxx	Fairfield, CT	\$99,999,999	Brownfield TIF			xxxxx
9999	mm-yy	xxxxxxxxxxx	Berlin, CT	\$99,999,999	Brownfield TIF			xxxxx
BROWNFIELD TIF TOTALS:				\$299,999,997		0	0	

PENDING BOARD APPROVAL								
9999	mm-yy	xxxxxxxxxxx	Bristol, CT	\$99,999,999	Direct Loan	74	3	xxxxx
9999	mm-yy	xxxxxxxxxxx	Ansonia, CT	\$99,999,999	Direct Loan	17	0	xxxxx
9999	mm-yy	xxxxxxxxxxx	Hartford, CT	\$99,999,999	Sales/Use Tax	0	0	xxxxx
PENDING LOAN TOTALS:				\$299,999,997		91	3	

GRAND TOTALS FOR:				\$999,999,999,999		2,446	594	
--------------------------	--	--	--	--------------------------	--	--------------	------------	--

Prog.	Loan Officer	Loan Screening	Company	EIN #	Municipality	SIC #	Project	Loan	Guar.	CDA Exposure	Applic. Fee	Prog/Comm Fee	Board/Action Date	Action on Applic.	Date Rec'd	Date Closed	Lender	EXP %	AFR Y/N	Provide Health Ins.	All/FT/PT Exec.	Aver. Salary Per Employee	High Perfor.	Threshold Project
URB	JL	---	xxxxxxxxxx	99-999999	Meriden	9999	W.C./Refin.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name	0%	N	N		Start-Up	N	N
CGF	SJB	mm/dd/yyyy	xxxxxxxxxx	99-999999	Meriden	9999	Working Cap.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	CDA	7%	N					
S & U	LKP	mm/dd/yyyy	xxxxxxxxxx	99-999999	Hartford	9999	Tax Exemption	N/A		N/A	mm/dd/yyyy	mm/dd/yyyy					N/A							
CGF	SJB	mm/dd/yyyy	xxxxxxxxxx	New	Hartford	9999	Acquisition	\$99,999,999		140,000	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy								N	N
CWFA	BTD	mm/dd/yyyy	xxxxxxxxxx														CDA	50%		Y - 100%	ALL/FT	Start-Up	N	
URB	JL	---	xxxxxxxxxx	99-999999	Wallingford	9999	Real Estate	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name							
CGF-JP	RAP	mm/dd/yyyy	xxxxxxxxxx	999-99-9999	Wallingford	9999	Imprv. To Bldg.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy		Bank name	30%	N			\$25,000	N	N
URB	RAP	mm/dd/yyyy	xxxxxxxxxx		Waterbury	9999	Pur. Franchise	\$99,999,999	30%	\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name	0%	N					
URB	JL	mm/dd/yyyy	xxxxxxxxxx	999-99-9999	Naugatuck	9999	Purch. Franch.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name	0%	N				N	N
CGF-JP	SJB	mm/dd/yyyy	xxxxxxxxxx	99-999999	Southbury	9999	W.C./Refin.	\$99,999,999		\$99,999,999			mm/dd/yyyy	A			Bank name							
CWFB	RAP	mm/dd/yyyy	xxxxxxxxxx	99-999999	Oxford	9999	W.C./Refin.	\$99,999,999		\$99,999,999							Bank name	0%	N			\$30,000	N	N
URB	JL	---	xxxxxxxxxx	99-999999	Plainville	9999	Equipment	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name							
URB	JL	---	xxxxxxxxxx	99-999999	West Haven	9999	Working Cap.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name							
CGF-JP	BTD	mm/dd/yyyy	xxxxxxxxxx	99-999999	Bristol	9999	Working Cap.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	W	Bank name	10%	N					
JTFP	DAW	---	xxxxxxxxxx	99-999999	Bristol	9999	Equipment	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name							
JTFP	DAW	---	xxxxxxxxxx	99-999999	Bristol	9999	Equipment	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name							
CGF-JP	PJH	mm/dd/yyyy	xxxxxxxxxx	99-999999	Bethel	9999	Training	\$99,999,999		\$99,999,999	mm/dd/yyyy	mm/dd/yyyy					Bank name							
CGF-IF	KAL		xxxxxxxxxx	999-99-9999	Waterbury	9999	Equipment	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy		CDA							
CGF-JP	SJB	mm/dd/yyyy	xxxxxxxxxx	99-999999	West Hartford	9999	Working Cap.	\$99,999,999	30%	\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	CDA	0	N	Y - 80%	FT	\$33,600	N	
S-S	FTG	---	xxxxxxxxxx	99-999999	Winsted	9999	R. E. & M & E	\$99,999,999		\$99,999,999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy	A			Bank name							
CGF-JP	RAP	mm/dd/yyyy	xxxxxxxxxx	99-999999	Bristol	9999	Working Cap.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy		Bank name		N				N	N
CWFA	BTD	mm/dd/yyyy	xxxxxxxxxx	99-999999	Windsor	9999	Bldg. Expan.	\$99,999,999		\$99,999,999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	CDA	0						
URB	JL	---	xxxxxxxxxx	99-999999	Manchester	9999	Building	\$99,999,999		\$99,999,999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name			N		Start-Up		
CGF-JP	BTD	mm/dd/yyyy	xxxxxxxxxx	99-999999	Milford	9999	Training	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name	0%	N	Y-95%	FT	\$67,000	N	
URB	JL	---	xxxxxxxxxx	99-999999	Bethel	9999	Training	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name	0%	N	N		\$13,500	N	N
CGF-JP	BTD	mm/dd/yyyy	xxxxxxxxxx		East Hartford		Purch. Bldg.	\$99,999,999		\$99,999,999							Bank name	14%	N	Y - 50%	FT	\$40,000	N	N
CGF-JP	RAP		xxxxxxxxxx	99-999999	Waterbury	9999	Expansion	\$99,999,999		\$99,999,999	mm/dd/yyyy				mm/dd/yyyy	mm/dd/yyyy	Bank name	5%	N	Y - 15%	FT	\$17,280	N	N
JTFP	DAW	---	xxxxxxxxxx	99-999999	Bristol	9999	Lshd. Improv.	\$99,999,999		\$99,999,999			mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name							
JTFP	DAW	---	xxxxxxxxxx	99-999999	Bristol	9999	Working Cap.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name							
CGF	BTD		xxxxxxxxxx	99-999999	Waterbury	999999	Working Cap.	\$99,999,999		\$99,999,999	mm/dd/yyyy						CDA	0%	N	Y - 75%	ALL	\$32,857	Y	N
URB	JL	---	xxxxxxxxxx	99-999999	Waterbury	9999	Working Cap.	\$99,999,999		\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy	mm/dd/yyyy	Bank name	0%	N	N		Start-Up	N	N
CWFA	SJB	mm/dd/yyyy	xxxxxxxxxx	99-999999	Milford	9999	Working Cap.	\$99,999,999	30%	\$99,999,999	---	mm/dd/yyyy	mm/dd/yyyy	A	mm/dd/yyyy		CDA							

**CONNECTICUT DEVELOPMENT AUTHORITY
Loan Closing Request**

Program: _____ Clsg. Date: _____
 E-Comme _____
 Brownfield _____

Borrower: _____ Contact: _____
 (address) _____ Phone#: _____
 _____ Fax#: _____
 E-Mail _____ Web Page _____
 Address: _____ Address: _____

Lessee:
 (address) _____

Lender: _____ Contact: _____
 (address) _____ Phone#: _____
 _____ Fax#: _____

Type of Business: _____
 Project Location: _____
 Has a personal inspection of project been made: _____
 Borrower Federal Tax ID#: _____
 Borrower SIC#: _____
 Present Employment Level: FT ___ PT ___
 Employment Level at Original Approval FT ___ PT ___
 Employment Level at Subsequent Approval FT ___ PT ___
 Employment to be Created: FT ___ PT ___
 Health Insurance Provided? Yes ___ % ___ No ___
 Health Insurance Provided to: FT ___ PT ___ ALL ___
 Average Wage Rate Paid to Employees: _____
 Same Rate for New Employees? Yes ___ No ___
 If no, Rate for New Hires: _____
 Gross Revenues: _____
 Clawback Provision _____
 Person/Title Contacted for Present Employment: _____
 Woman or Minority Owned?(if yes, indicate %): _____
 Located in Enterprise Zone: _____

Threshold Project? _____
 Total Project Costs: _____
 Loan Screening Date _____
 Application Fee Date _____
 Term of Loan _____
 Date of CDA Board Approval (attach copy of write-up): _____
 Date of CDA Loan Authorization (attach copy): _____
 Expiration of Affirmative Action Approval: _____
 Export Outside U.S.? Yes ___ % ___ No ___
 Trade With Africa? Yes ___ No ___
 Targeted Industry? Yes ___ No ___
 High Performance Work Place? Yes ___ No ___
 Inducement Loan? Yes ___ No ___
 Job Creation or Retention Requirements? Yes ___ No ___

Comments:

Use of Funds	Gross Loan Amt.	Loan Term Approved	Gty % Apprv	Guarantee Amount Approved	Amt. to be Disbursed at Closing

Land & Building					
Machinery & Equip.					
Working Capital					
Other					
TOTAL					

Amortization Options:

Interest Rate	Loan Payment Type	Billing Cycle	Interest Only Payments
<input type="checkbox"/> Fixed Rate	<input type="checkbox"/> Installment	<input type="checkbox"/> Monthly	<input type="checkbox"/> 1 month
<input type="checkbox"/> LIBOR	<input type="checkbox"/> Single payment	<input type="checkbox"/> Quarterly	<input type="checkbox"/> 6 months
<input type="checkbox"/> LIBOR plus __%	<input type="checkbox"/> Equal Principal	<input type="checkbox"/> At Maturity	<input type="checkbox"/> 1 year
<input type="checkbox"/> LIBOR less __%	<input type="checkbox"/> Installment w/balloon	<input type="checkbox"/> Semi-annually	<input type="checkbox"/> 2 years
<input type="checkbox"/> Capitalize interest		<input type="checkbox"/> Annually	
<input type="checkbox"/> U.S. Treasuries			

Note: Use of the U.S. Treasuries rate indicates a rate adjusted annually, effective the first day of the month in which it closed.

CDA Risk Rating: _____

Recommended Loan Loss Reserve: \$/% _____ (1 - 6 Standard) (7 - 9 Specific Allocation)

Financial Statements:

Name on Statement	Period Covered	Satisfactory (Y/N)

Updated Material:

	Date	FMV	Cost Per	Date	Amount	Max. Loan Amt.
R/E Appraisal						
M/E Appraisal						
Other						

Fees Paid:

Type	Amount Due	Date Received
Application Fee		
Commitment Fee		
First Annual Guarantee Fee		
Extension Fee		

If Applicable:

Date of Public Hearing:
(attach copy of Public Hearing minutes and elected representative approval)

Has Loan Authorization Expired:

Has increased funding been approved since original approval:
(attach memo, etc... regarding change)

Amount of Increase:

CDA Counsel: _____

Borrower's Counsel: _____

Bank's Counsel: _____

CDA Approval Signatures:

Loan Officer: _____ Date _____

Approved By: _____ Date _____
P. Joseph Harpie, Vice President and Senior Loan Officer

_____ Date _____
Antonio Roberto, Executive Director and Executive Vice President

RECEIPT OF APPLICATION and FEE TRANSMITTAL FORM

DATE: _____

Instructions: To be completed by loan officer each time a final application is received and/or fee received.

APPLICANT:			
NAME OF COMPANY:	_____		
MUNICIPALITY:	SIC:	EIN #:	_____
	<small>(location of applicant)</small>	<small>(code)</small>	<small>(use SS # if sole proprietorship)</small>
TYPE OF PROJECT:	_____		
PROGRAM:	_____		
TOTAL LOAN AMT: \$	_____	CDA EXPOSURE: \$	_____
LENDER:	_____		

FEES:			
	TOTAL DUE:	AMOUNT RCV'D:	BALANCE DUE:
APPLICATION FEE*:	\$ _____	\$ _____	\$ _____
PROGRAM FEE*:	\$ _____	\$ _____	\$ _____
COMMITMENT FEE:	\$ _____	\$ _____	\$ _____
EXTENSION FEE:	\$ _____	\$ _____	\$ _____
ANN. GTY. FEE:	\$ _____	\$ _____	\$ _____
(SS) CLOSING FEE:	\$ _____	\$ _____	\$ _____
ANN. (SS) BOND FEE:	\$ _____	\$ _____	\$ _____
OTHER (EXPLAIN):			

GRAND TOTAL ENCLOSED FOR DEPOSIT: \$ _____

SUBMITTING LOAN OFFICER: _____

1-Jul-YYYY

<<Address1>>

<<Address2>>

<<City>>,<<State>>,<<Zip>>

Dear Human Resource Administrator:

In connection with the Connecticut Development Authority's (CDA) legislative reporting requirements for all entities receiving financial assistance during the period of 7/1/1991 through 6/30/2006, we request that you please provide the following information directly to our accountants Whittlesey & Hadley, P.C., 147 Charter Oak Avenue, Hartford, Connecticut 06106.

At June 30, YYYY;

- 1. The number of full-time jobs (35 and over hours/week) Total _____ in CT
 - 2. The number of part-time jobs (under 35 hours/week) Total _____ in CT
 - 3. Average wage rate paid to employees at 6/30/YYYY: \$ _____/hr
 - 4. Was same average rate paid to new hires? (Y/N) _____
If no, average rate for the new hires: \$ _____/hr
 - 5. Gross revenues for latest fiscal year: year ended ___ /___ /___ \$ _____
 - 6. NAICS code*: _____
 - 7. Employee Identification Number (EIN #): _____
 - 8. Does the company provide health insurance for its employees? yes _____ no _____
- If yes:
- a. Percent paid by employer: _____ %
 - b. Number of non-executive full-time employees covered: _____
 - c. Number of non-executive part-time employees covered: _____
 - d. Number of executives covered: _____
- 9. Telephone number: _____
 - 10. Fax number: _____
 - 11. E-mail address: _____
 - 12. Web page address: _____
 - 13. Address changes: _____

Form Completed By _____

* NAICS Code is the North American Industry Classification System which has replaced the Standard Industrial Classification (SIC Code). This code is a 6-digit number used to classify businesses by type of activity in which they are engaged. If you do not know this number, it can be found at www.naics.com/search.htm.

If you have any questions regarding the above information, please do not hesitate to call at (860) 258-7852. A prepaid, addressed envelope is enclosed for your reply. Please respond by July 19, 2006. Thank you for your cooperation.

Sincerely,

<<Signature>>

<<Name>>

Connecticut Development Authority

<<FUND>>

**CONNECTICUT DEVELOPMENT AUTHORITY
Borrowers AA Plan Tracking Report**

CompanyID	Company Name	Status	Employee	Approval Date	Begin Date	End Date
9999999	xxxxxxxxxxx		999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
			999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
			999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
			999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
9999999	xxxxxxxxxxx		999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
			999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
9999999	xxxxxxxxxxx		999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
9999999	xxxxxxxxxxx		999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
			999	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy

ATTACHMENT C

Loan Accounting minimum report requirements

Attachment C Listing:	
1	Loan Reserve Report
2	Loan Interest Accrual Report
3	Trial Balance
4	Delinquency Summary Report
5	Delinquency Detail Report
6	Schedule Report
7	Monthly Loan Payment Report
8	Transaction Review Report
9	Payoff Letter
10	Forecast by GL Code Report

**Connecticut Development Authority
Loan Reserve Report
As Of Date mm/dd/yyyy**

Company	Loan ID	Fund	Original Loan Amount	Principal Balance	Risk Rating	Specific Loss Reserve Amt
XXXXXXXXXXXXXX	XXX-999	FUND A	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND A	\$99,999,999	\$99,999,999	99	\$99,999,999
SubTotals for GL Fund: FUND A		# of Loans :2	\$99,999,999	\$99,999,999		\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	\$99,999,999	99	\$99,999,999
SubTotals for GL Fund: FUND B		# of Loans :9	\$99,999,999	\$99,999,999		\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	\$99,999,999	99	\$99,999,999
SubTotals for GL Fund: FUND C		# of Loans :12	\$99,999,999	\$99,999,999		\$99,999,999
Grand Totals :		Number of Loans : 23	\$99,999,999	\$99,999,999		\$99,999,999

Connecticut Development Authority
Loan Interest Accrual Report by GL Code for Loans Billed Monthly
As Of Date mm/dd/yyyy

Company	Loan ID	Fund	Principal Balance	Rate	Last Pmt Date	Next Pmt Date	Accrued Interest
XXXXXXXXXXXXXX	XXX-999	FUND A	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND A	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
SubTotals for : FUND A		# of Loans :2	\$99,999,999				\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND B	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
SubTotals for : FUND B		# of Loans :9	\$99,999,999				\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	FUND C	\$99,999,999	999%	mm/dd/yyyy	mm/dd/yyyy	\$999,999
SubTotals for : FUND C		# of Loans :12	\$99,999,999				\$999,999
Grand Totals :			Number of Loans : 23				\$999,999

**Connecticut Development Authority
Trial Balance by GL Code
As Of Date mm/dd/yyyy**

Company	Loan ID	Principal Balance	Rate	Loan Type	Last Pmt Date	Next Pmt Date	Accrued Interest
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
SubTotals for : FUND A		\$99,999,999		# of Loans :2			\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Interest Only	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Interest Only	mm/dd/yyyy	mm/dd/yyyy	\$999,999
SubTotals for : FUND B		\$99,999,999		# of Loans :9			\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Interest Only	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Level to Principal	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
XXXXXXXXXXXXXX	XXX-999	\$99,999,999	999%	Amortised	mm/dd/yyyy	mm/dd/yyyy	\$999,999
SubTotals for : FUND C		\$99,999,999		# of Loans :12			\$999,999
Grand Totals :		\$99,999,999		Number of Loans : 23			\$999,999

**Connecticut Development Authority
DELINQUENCY SUMMARY REPORT
As Of Date mm/dd/yyyy**

FUND	Principal Balance	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days
FUND A	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND A	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
SubTotals for : FUND A	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
% Delinquent		999.99%	999.99%	999.99%	999.99%
FUND B	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND B	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND B	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND B	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND B	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND B	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
SubTotals for : FUND B	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
% Delinquent		999.99%	999.99%	999.99%	999.99%
FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
SubTotals for : FUND C	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
% Delinquent		999.99%	999.99%	999.99%	999.99%
Grand Totals :	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
% Delinquent		999.99%	999.99%	999.99%	999.99%
				NON-PERFORMING	
					\$99,999,999

**Connecticut Development Authority
LOAN DELINQUENCY DETAIL REPORT BY GL CODE
As Of Date mm/dd/yyyy**

Company	Account Class	Risk Rating	Loan ID Officer	Loan Officer	Last Bill Date	Last Pymt Date	Principal Balance	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total
xxxxxx	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
xxxxxx	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
xxxxxx	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
SubTotals for : FUND A							Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
							Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
							Total	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
							Principal Balance	CURRENT	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days
							\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
								999.99%	999.99%	999.99%	999.99%	999.99%
xxxxxx	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
xxxxxx	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
xxxxxx	99-999999	99 xxxxx	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999

99-999999	99	xxxxx	xxxxx	mm/dd/yyyy	mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
SubTotals for : FUND B						Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
						Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
						Total	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
						Principal Balance	CURRENT	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days
						\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
							999.99%	999.99%	999.99%	999.99%	999.99%

**Connecticut Development Authority
Amortization Schedule
<<Loan Date>>**

Loan Amount: <u>\$99,999,999</u>		Day Code: <u>360/360</u>		#Payments: <u>134</u>						
Loan Type: <u>Amortised</u>				Frequency: <u>Monthly</u>						
Payment Date	Beginning Balance	Total Payment	Principal Payment	Interest Payment	Deferred Interest	Capitalization Interest	End Of Term Balance	Principal Paid LTD	Total Int. LTD	Interest Rate
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	99.99999
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
2006 Year End Totals		\$99,999,999	\$99,999,999	\$99,999,999						
Cumulative LTD Totals		\$99,999,999	\$99,999,999	\$99,999,999						
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	99.99999
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
mm/dd/yyyy	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	
2007 Year End Totals		\$99,999,999	\$99,999,999	\$99,999,999						
Cumulative LTD Totals		\$99,999,999	\$99,999,999	\$99,999,999						

**Connecticut Development Authority
Transaction Review By Transaction Type
mm/dd/yyyy**

<<Transaction Type>>											
Trans ID	Company ID	Facility ID	Loan ID	User ID	GL Code	Company	Reference #	Effective	Principal Pay	Int. Pay	Late Fee Pay
							GL Cash Account	Entered	Penalty Pay	Escrow Pay	Total Pay
999999	9999999	001	xxxxx	xxxxx	FUND A	xxxxxx	99-9999-999-99	mm/dd/yyyy	\$999,999	\$999,999	\$999,999
									\$999,999	\$999,999	\$999,999
999999	9999999	002	xxxxx	xxxxx	FUND A	xxxxxx	99-9999-999-99	mm/dd/yyyy	\$999,999	\$999,999	\$999,999
									\$999,999	\$999,999	\$999,999
999999	9999999	001	xxxxx	xxxxx	FUND A	xxxxxx	99-9999-999-99	mm/dd/yyyy	\$999,999	\$999,999	\$999,999
									\$999,999	\$999,999	\$999,999
999999	9999999	001	xxxxx	xxxxx	FUND A	xxxxxx	99-9999-999-99	mm/dd/yyyy	\$999,999	\$999,999	\$999,999
									\$999,999	\$999,999	\$999,999
999999	9999999	001	xxxxx	xxxxx	FUND A	xxxxxx	99-9999-999-99	mm/dd/yyyy	\$999,999	\$999,999	\$999,999
									\$999,999	\$999,999	\$999,999
Totals for <<Transaction Type>>									\$999,999	\$999,999	\$999,999
									\$999,999	\$999,999	\$999,999

**Connecticut Development Authority
Payoff letter**

<Date>

<Contact Name>

<Address>

Dear <Contact Name>,

As of mm/dd/yyyy the payoff amount for loan xxxxxx is as follows:

Principal	\$99,999,999.00
Interest	\$99,999,999.00
LateFee	\$99,999,999.00
Penalty Amount	\$99,999,999.00
Other Fees	\$99,999,999.00
<hr/>	
Total Due	\$99,999,999.00
Daily Accrual	\$99.00

Connecticut Development Authority
Forecast Report By GL Code(Fund) - In Calendar Years
As Of Date mm/dd/yyyy

SubTotals for GL Fund: FUND A

		YYYY	YYYY + 1	YYYY + 2	YYYY + 3	YYYY + 4	Sub Total
Jan	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Feb	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Mar	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Apr	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
May	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Jun	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Jul	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Aug	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Sep	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Oct	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Nov	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Dec	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
Yearly Totals	Principal	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
	Interest	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999
P&I Totals		\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999	\$99,999,999

ATTACHMENT D

Loan management minimum Annual Report requirement

Attachment D Listing:	
1	Master Application Log
2	Minority Assistance Program
3	High Performanace Work Org.
4	Loan Closed Financial Information
5	Loan Closed General Information
6	Loan Closed Jobs Created &Retained
7	Employee Information Summary Report (Active Loans)
8	Employee Information Detailed Report (Active Loans)
9	Employee Information Summary Report (Total Loans)
10	Employee Information Detailed Report (Total Loans)
11	Benefit Information
12	Wage Rate Information
13	Gross Revenue Information
14	Bond Issue Information

Minority Assistance Summary FYE JUNE 30, YYYY

<<FUND>>

As Of <<Date>>

NAME & ADDRESS OF COMPANY					OWNERSHIP	AMOUNT	
1	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
2	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	female	\$9,999,999
3	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male & female	\$9,999,999
4	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
5	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	female	\$9,999,999
6	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	female	\$9,999,999
7	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
8	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
9	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
10	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	female	\$9,999,999
TOTAL							\$9,999,999

<<FUND>>

As Of <<Date>>

NAME & ADDRESS OF COMPANY					OWNERSHIP	AMOUNT	
1	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
2	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	female	\$9,999,999
3	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	female	\$9,999,999
4	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
5	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
TOTAL							\$9,999,999

<<FUND>>

As Of <<Date>>

NAME & ADDRESS OF COMPANY					OWNERSHIP	AMOUNT	
1	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	male	\$9,999,999
2	XXXXXXXXXXXXXXXXXX	XXXXXX	XXXXX	XXXXXX	XXXX	female	\$9,999,999
TOTAL							\$9,999,999

**LOAN CLOSED FYE JUNE 30, YYYY
FINANCIAL INFORMATION**

<<FUND>>					
Company	Date Closed	CDA Assistance	Non-State Assistance	Total	Job Creation Or Retention Requirements *
1 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
2 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
3 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
4 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
5 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
6 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
7 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
8 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	No
9 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
Totals		\$99,999,999	\$99,999,999	\$99,999,999	

<<FUND>>					
Company	Date Closed	CDA Assistance	Non-State Assistance	Total	Job Creation Or Retention Requirements *
1 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
2 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
3 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
4 xxxxxxxxxxxx	dd-month-yyyy	\$99,999,999	\$99,999,999	\$99,999,999	Yes
Totals		\$99,999,999	\$99,999,999	\$99,999,999	

* A yes response indicates that the recipient is subject to certain job retention or creation requirements

**LOAN CLOSED FYE JUNE 30, YYYY
GENERAL INFORMATION**

<<FUND>>

	Company	Date Closed	Address	Location	Business Activity	SIC or NAIC Code
1	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Hartford	Mfg	9999
2	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Ansonia	Mfg	9999
3	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	East Hartford	Service	9999
4	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Hartford	WholeSale	9999
5	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Hartford	Mfg	9999
6	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Meriden	Mfg	999999
7	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Bristol	Mfg	9999
8	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	New Haven	Service	999999
9	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Waterbury	Service	9999

<<FUND>>

	Company	Date Closed	Address	Location	Business Activity	SIC or NAIC Code
1	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Hartford	Mfg	9999
2	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Ansonia	Mfg	9999
3	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	East Hartford	Service	9999
4	xxxxxxxxxxx	dd-month-yyyy	xxxxxxxxxxxxxxxx	Hartford	WholeSale	9999

**FULL AND PART-TIME JOBS CREATED AND RETAINED
FYE JUNE 30, YYYY**

<<FUND>>

Company	Date Closed	Full Time Jobs Retained	Full Time Jobs Created	Part Time Jobs Retained	Part Time Jobs Created
1 xxxxxxxxxxxx	dd-month-yyyy	999	999	999	999
2 xxxxxxxxxxxx	dd-month-yyyy	999	999	999	999
3 xxxxxxxxxxxx	dd-month-yyyy	*	*	*	*
4 xxxxxxxxxxxx	dd-month-yyyy	999	999	999	999
5 xxxxxxxxxxxx	dd-month-yyyy	999	999	999	999
6 xxxxxxxxxxxx	dd-month-yyyy	*	*	*	*
7 xxxxxxxxxxxx	dd-month-yyyy	*	*	*	*
8 xxxxxxxxxxxx	dd-month-yyyy	*	*	*	*
9 xxxxxxxxxxxx	dd-month-yyyy	*	*	*	*

<<FUND>>

Company	Date Closed	Full Time Jobs Retained	Full Time Jobs Created	Part Time Jobs Retained	Part Time Jobs Created
1 xxxxxxxxxxxx	dd-month-yyyy	999	999	999	999
2 xxxxxxxxxxxx	dd-month-yyyy	999	999	999	999
3 xxxxxxxxxxxx	dd-month-yyyy	*	*	*	*
4 xxxxxxxxxxxx	dd-month-yyyy	999	999	999	999

* Companies receiving multiple draws or loans, job information is provided for the first draw or loan only.

ACTIVE LOANS

FUND	COMPANY	DATE CLOSED	CDA ASSISTANCE	JOBS TO BE		ACTUAL JOBS RETAINED	ACTUAL JOBS CREATED	TOTAL ACTUAL JOBS @ 6/30/YYYY	ACTUAL	JOBS @
				JOBS @ APPLICATION	CREATED				JOBS TO BE CREATED	VS . ACTUAL JOBS RETAINED
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	(99)	99
TOTALS FOR FYE 2003			\$99,999,999	99	99	99	99	99	99	99
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
TOTALS FOR FYE 2003			\$99,999,999	99	99	99	99	99	(99)	(99)
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
TOTALS FOR FYE 2005			\$99,999,999	99	99	99	99	99	99	-99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99 (99)	
TOTALS FOR FYE 2003			\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99 (99)	
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
TOTALS FOR FYE 2003			\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
TOTALS FOR FYE 2005			\$99,999,999	99	99	99	99	99	99	99

TOTAL LOANS

FUND	COMPANY	DATE CLOSED	CDA ASSISTANCE	JOBS TO BE		ACTUAL JOBS RETAINED	ACTUAL JOBS CREATED	TOTAL ACTUAL JOBS @ 6/30/YYYY	ACTUAL	
				JOBS @ APPLICATION	CREATED				JOBS CREATED VS JOBS TO BE CREATED	JOBS @ APPLIC. VS . ACTUAL JOBS RETAINED
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	(99)	99
TOTALS FOR FYE 1993			\$99,999,999	99	99	99	99	99	99	99
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
TOTALS FOR FYE 1994			\$99,999,999	99	99	99	99	99	(99)	(99)
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND A	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
TOTALS FOR FYE 1995			\$99,999,999	99	99	99	99	99	99	-99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	(99)
TOTALS FOR FYE 2003			\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	(99)
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
TOTALS FOR FYE 2003			\$99,999,999	99	99	99	99	99	99	99
FUND B	XXXXXXXXXX	mm/dd/yyyy	\$99,999,999	99	99	99	99	99	99	99
TOTALS FOR FYE 2005			\$99,999,999	99	99	99	99	99	99	99

ANALYSIS OF HEALTH COVERAGE BENEFITS FYE JUNE 30, YYYY

GROWTH, WORKS & GUARANTEE FUNDS	NUMBER OF ENTITIES ASSISTED
HEALTH COVERAGE BENEFITS	ENTITIES ASSISTED
Companies where health insurance is offered to employees	
Companies where health insurance is not offered to employees	
Percentage of entities offering health insurance	
TOTAL	

URBANK (CAPITAL ACCESS FUND) *	NUMBER OF ENTITIES ASSISTED
HEALTH COVERAGE BENEFIT	ENTITIES ASSISTED
Companies where health insurance is offered to	
Companies where health insurance is not offered to	
Percentage of entities offering health insurance	
TOTAL	

* Companies under this program are typically small, owner-operated businesses. This financing package averages under \$80,000.

**ANALYSIS OF AVERAGE WAGE RATES
FYE JUNE 30, YYYY**

GROWTH, WORKS & GUARANTEE FUNDS

AVERAGE SALARY RANGES	NUMBER OF ENTITIES ASSISTED
0-10,000	
10,001-20,000	
20,001-30,000	
30,001-40,000	
40,001-50,000	
50,001 & GREATER	
TOTAL	

URBANK (CAPITAL ACCESS FUND)

AVERAGE SALARY RANGES	NUMBER OF ENTITIES ASSISTED
0-10,000	
10,001-20,000	
20,001-30,000	
30,001-40,000	
40,001-50,000	
50,001 & GREATER	
TOTAL	

**ANALYSIS OF CLIENT GROSS REVENUE
FYE JUNE 30, YYYY**

GROSS REVENUE	NUMBER OF ENTITIES ASSISTED	PERCENTAGE
\$0-\$500,000		
\$500,001-\$1,000,000		
\$1,000,001-\$2,000,000		
\$2,000,001-\$5,000,000		
\$5,000,001-\$10,000,000		
\$10,000,001 and over		
Total		

Gross revenue information is gathered using each entity's revenues for its most recent fiscal year end. When current information is not available, the most recent information submitted is used.

**BOND ISSUE INFORMATION
FYE JUNE 30, YYYY**

DESCRIPTION	DATE CLOSED	AMOUNT	UNDERWRITER	COMPETITIVE, NEGOTIATED OR PRIVATELY PLACED?	NET PROCEEDS
xxxxxxxxxxxxx	DD-Month-YYYY	\$999,999,999	xxxxxxxxx	NEGOTIATED	\$999,999,999
xxxxxxxxxxx	DD-Month-YYYY	\$999,999,999	xxxxxxx	NEGOTIATED	\$999,999,999
xxxxxxxxxxxxx	DD-Month-YYYY	\$999,999,999	xxxxxxx	COMPETITIVE	\$999,999,999
xxxxxxxxxxxxx	DD-Month-YYYY	\$999,999,999	xxxxxxx	PRIVATE	\$999,999,999
TOTALS		<hr/> <hr/>			