

**Request for Proposals for
CLIENT PORTAL DEVELOPMENT AND IMPLEMENTATION**

July 22, 2022

State of Connecticut Health and Educational Facilities Authority



CHEFA
Connecticut Health & Educational
Facilities Authority

SUBMISSION DATE:

NO LATER THAN 5:00 P.M. August 24, 2022

July 22, 2022

To Whom It May Concern:

The Connecticut Health and Educational Facilities Authority (“CHEFA”) is requesting proposals from qualified companies that custom develop web-based client portals. The Authority seeks proposals from companies with established expertise in this area. Proposals should highlight the recent experience of your company performing these services for large or small public entities and/or quasi-public agencies similar to the Authority.

Disclaimer

This Request for Proposals (RFP) does not create any representation, either express or implied, that:

- any tender or procurement process will proceed; or
- if a tender or procurement process does proceed, that the participant’s tender or other form of application (if any) will be given any preference or special consideration.

Participants are still required to follow any tender or procurement process that may take place. This Request for Proposals does not indicate a commitment to any particular course of action.

Background Information

CHEFA is a quasi-public agency and political subdivision of the State of Connecticut and is a conduit issuer of tax-exempt bonds issued on behalf of eligible non-profits in the State of Connecticut. CHEFA has three subsidiaries that also utilize the network infrastructure: the Connecticut Higher Education Supplemental Loan Authority (“CHESLA”), the Connecticut Student Loan Foundation (“CSLF”) and CHEFA Community Development Corporation (“CHEFA CDC”).

This Client Portal will be developed for the clients of CHEFA of which there are currently approximately **106**. The portal will be used for the exchange of information – submission and retrieval, where necessary, by clients and delivery and retrieval by the Authority. Data types include applications, timely compliance documents, impact and demand data. The data will be used for tracking compliance and the development of statistical information for reporting purposes.

The site does not require retail or payment functionality requiring PCI-DSS. There will be no HIPAA compliance requirement.

Contractual Relationships with Quasi-Public Agencies

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

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

Include the following statement with your proposal:

“The information provided herein is submitted by the undersigned authorized signatory of the firm under penalty of false statement as provided in the Connecticut General Statutes, Section 53a-157b.”

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

The Authority is required to provide prospective state contractors with a copy of or Internet link to the *Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations* (“SEEC Notice”). The SEEC Notice is available at:

<https://seec.ct.gov/Portal/data/forms/ContrForms/SEECStateContractorNotice.pdf>.

By submitting a proposal, the authorized signatory to the proposal expressly acknowledges receipt and review of the SEEC Notice and agrees to inform the proposer’s principals (as defined in such notice) of the contents of the SEEC Notice.

3. Campaign Contribution Certification - C.G.S §9-612(f)(2)(F)

A prospective state contractor submitting a proposal to the Authority must make the disclosures and certifications set forth on the Campaign Contribution Certification form available at <https://portal.ct.gov/-/media/OPM/Fin-General/OPM-Form1-GiftandCampaignContributionCertificationRev-07222021-FINAL--GDB.pdf>.

Each proposer must complete and submit the Campaign Contribution Certification form with their proposal.

5. Nondiscrimination - C.G.S. §§4a-60 and 4a-60a

C.G.S. §§4a-60 and 4a-60a, as amended by Public Act 21-76, require (a) any entity or individual entering into a contract with a state agency or quasi-public agency to comply with the provisions of these statutes and (b) the inclusion of the provisions set forth in C.G.S. §§4a-60a(a)(1)-(4), 4a-60(c)(1), 4a-60(a)(1)-(5) and 4a-60a(b)(1) in any such contract. Any contract entered into with the Authority in connection with this RFP will include the provisions required by the above referenced statutes. See paragraphs 1-3 of **Exhibit A** to this RFP for the provisions that will be included in any contract entered into with the Authority in connection with this RFP.

6. Consulting Agreement Representation - C.G.S. §4a-81

C.G.S. §4a-81 prohibits a state agency or quasi-public agency from executing a contract for the purchase of goods or services, which contract has a total value of fifty thousand dollars or more in any calendar or fiscal year, unless such contract contains the representations set forth in C.G.S. §4a-81(b)(1) & (3) pertaining to whether any consulting agreement has been entered into in connection with such contract. The representations must be sworn as true to the best knowledge and belief of the person signing the contract and shall be subject to the penalties of false statement. See paragraph 7 of **Exhibit A** to this RFP for the representations that will be contained in any contract entered into with the Authority in connection with this RFP.

7. Gift Ban Policy - C.G.S. §4-252 and Executive Order No. 21-2

In accordance with C.G.S. Section 4-252(c) and Executive Order No. 21-2 of Susan Bysiewicz, Acting Governor of the State of Connecticut, the authorized signatory of the proposer must include the following representations with the proposal:

“I [name and title] of [Proposer] hereby represent to the Authority that:

- (a) No gifts were made by (i) the proposer, (ii) any principals and key personnel of the proposer, who participate substantially in preparing bids, proposals or negotiating state contracts, or (iii) any agent of the proposer or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (1) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (2) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;
- (b) No such principals and key personnel of the proposer, or agent of the proposer or of such principals and key personnel, knows of any action by the proposer to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the proposer to provide a gift to any such public official or state employee; and
- (c) The proposer is submitting bids or proposals without fraud or collusion with any person.”

8. Contract Language

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

9. Freedom of Information Act

The Authority is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). A proposal submitted in response to this RFP, and any files or documents associated with the proposal, including e-mails or other electronic files, will be public records and subject to disclosure under the FOIA. See C.G.S. §§1-200, et seq. The FOIA includes exemptions for, among other things, “trade secrets” and “commercial

or financial information given in confidence, not required by statute.” See C.G.S. §1-210(b). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a proposer is interested in preserving the confidentiality of any part of their proposal, it will not be sufficient to state generally in the proposal that the proposal is proprietary or confidential in nature and therefore not subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with §1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Confidential information must be separated and isolated from other material in the proposal, labeled CONFIDENTIAL, and submitted in a separate PDF. All proposal materials not placed in a separate PDF clearly marked as confidential will not be treated as confidential and will be made available for public view upon receipt of a FOIA request. Proposers should not request that their entire proposal, nor the majority of the proposal, be confidential and the Authority reserves the right to reject any such proposal. The Authority has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Authority or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Authority’s possession where the Authority, or such officer, director or employee believes disclosure is required under the FOIA or other law.

Selection Process and Proposed Schedule

An internal committee of key staff will conduct the selection of the solution for the client portal. Evaluation of vendors will include, but will not be limited to demonstrated technical expertise, including similar portal development, the recommended scope/infrastructure proposed, cost of services to be provided, the reputation and experience of the management and staff to be assigned to the development, and **adherence to the proposal submission requirements.**

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety and in detail, including making any inquiries to the Authority as necessary to gain such understanding. The Authority reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the Authority reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the Authority.

Your submission relating to the RFP should include a response to the Required Proposal Content included in the attached **Attachments A and B**, as well as required **Exhibits A and B**.

Proposal Schedule

Request for Proposal Issued	July 22, 2022
Proposal Questions are due no later than 5:00 p.m.	July 29, 2022
Responses will be posted on	August 3, 2022
Proposals are due no later than 5:00 p.m.	August 24, 2022
Notification of interviews/demonstrations no later than	September 30, 2022
Interviews/Demonstrations to be conducted	October 3 – October 21, 2022
Selection will be made no later than	October 31, 2022
Engagement to commence no later than	November 30, 2022
Anticipated Project completion	June 30, 2023

Procedure and Requirements for Submitting Proposal

- 1. The total length of the response is limited to 10 pages.**
2. Exhibits and standard contracts are not included in the maximum page limit. However, exhibits should be limited to those requested in the Required Proposal Content outlined in **Attachment A**, the State of Connecticut Contracting Requirements (**Exhibit A**), and a completed Campaign Contribution Certification form (**Exhibit B**).
3. Please direct all questions via email to Cynthia Peoples, Managing Director, Operations & Finance – cpeoples@chefa.com, no later than July 29, 2022 at 5pm.
4. Please submit a copy of your response, via email, **no later than August 24, 2022 at 5:00 p.m.** in PDF format to Cynthia Peoples, Managing Director, Operations & Finance – cpeoples@chefa.com. Please CC: Kara Stuart – kstuart@chefa.com.

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

- To reject any or all proposals.
- To conduct investigations relating to the qualifications of any or all respondents including requesting further documentation or clarification, if necessary.
- To supplement, modify or cancel this request for proposals without notice of substitution of another such request.

- To re-evaluate a proposal or selection if any changes in the substance of the proposal or substitution of key personnel changes are proposed or effected.
- Waive or modify any irregularities in proposals received.
- Accept a proposal based on consideration other than cost.
- Negotiate separately with any person whatsoever in any manner deemed to be in the best interest of the Authority.
- To request a face-to-face interview with the bidder (the cost associated therewith are the sole responsibility of the bidder).

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

Sincerely,

A handwritten signature in blue ink that reads "Cynthia D. Peoples-H." The signature is written in a cursive style with a large initial 'C' and a distinct 'H' at the end.

Cynthia D. Peoples-H.
Managing Director, Operations & Finance

Exhibits Attached

Attachment A – Required Proposal Content (2 pages)

A. Include and address the following items **within the 10-page response limit**:

1. Executive Summary – Please include a brief company description and include a copy of your company’s IRS Form W-9.
2. Affirmative Action – What proportion of your company’s partners and associates are women and/or minorities? Briefly describe your company’s affirmative action policy.
3. Relevant Experience – with regard to the deliverables described in the Project Scope.
4. Project Scope– Please describe the solution your company would provide to meet the required project scope to the Authority.
5. Hosting Solutions – Please provide an indication of the optimal hosting solution. Whether the portal is cloud hosted by you, hosted by the Authority (Azure/AWS) or a hybrid solution.
6. Backup Solutions – Please include a description of the optimal proposed solution for backup and continuity, and whether or not the portal can be backed up and restored by Authority network staff.
 - a. What are your backup retention policies and notification capabilities (success / failure)?
 - b. Is there a monthly charge (GB/month)? If so, please detail in the Fees section of your response.
7. Technical Support: Please include information describing your support organization, ticketing process, hours?
8. Monitoring: Please include information related to client accessibility for monitoring internet throughput from the ISP. Please provide any available web-based data and voice statistics.
9. External Dependencies: If the service you propose is significantly dependent on a third party for functionality (recurring licensing, subscriptions, etc.), please include a list of any dependencies as part of the proposed architecture.
10. Fees – Please provide the following as it relates to each deliverable in the Project Scope. The vendor must agree to keep all prices valid until December 31, 2022.
 - a. Detail of all components of fees and expenses and separately state fees for each deliverable.
 - b. If applicable, average rate of annual increase for all fees.
 - c. Sales tax is not applicable.
 - d. Payment Schedule.
11. References – Please provide three (3) client references where relevant expertise can be demonstrated and a brief description of each implementation. Relevance should

be reflected by similarity in size, application, and scope.

12. Employees – Please list names and provide a brief summary of the professional experience of personnel to be assigned to the development. Do not include full length biographies. This requirement **must** be included in the 10-page response limit.
 13. Subcontractors – Submit a list of any subcontractors/consultants that may be required for the services requested. It is the Authority’s preference not to work with subcontractors if possible.
 14. Conflicts of Interest – Please disclose any potential conflicts of interest. Also, please provide the Authority with a comprehensive client list of other quasi-public or State agencies for which you have provided services.
 15. Pending Litigation – Please indicate if your company has any pending litigation.
 16. **Please remember to include the following statement with your response: The information provided herein is submitted by the undersigned company under penalty of false statement as provided in the Connecticut General Statutes, Section 53a-157b.**
- B. Include and address the following items as exhibits/attachments. The following can be outside of the 10-page response limit:
1. Service Level Agreement: If required, please include a copy of your SLA in your proposal. Does your SLA include information related to vendor refunds for outages/diminished capacity?
 2. Insurance – Please identify the company’s professional liability insurance provider and indicate the extent of the coverage. A statement of insurance may be provided as an attachment.
 3. Additional Functions – Any additional and separate functions that your company could perform. Describe associated fees. Please list by name, the individuals who would perform these functions.
 4. Standard Contract – A copy of the company’s standard contract, with terms and conditions, for review by the Authority.

Attachment B – The Project Scope

Project Overview

Changes to the document are minimal since the publication of the RFI and are in red on page 1.

This cloud-based system is being built to create an electronic communications portal to deliver to and receive from clients – compliance information, data and documents using dashboards. It will also allow the Authority to gather information during the application process for internal development of reporting. The platform should ultimately eliminate communications confusion – as a one stop submissions portal for clients and thereby provide continuity for the Authority.

The system would be a newly developed cloud-based platform that will interface with existing internal data systems to receive information and return information.

The system will deliver alerts for delivery dates and allow clients, or potential clients, to input data or upload required documents. It will provide access to users and the ability to manage usernames and passwords to administrator(s). Integration with existing data systems should be via an automated/scheduled process and manually pushed to and from internal data systems. The platform should interface with chefa.com. The system should allow the Authority to:

1. have a comprehensive look at data inputs allowing filtering by category types
2. interface to globally review/download all documents or data received
3. be able to accept or reject client deliverables – with rationale and notification
4. do comprehensive searches for documents and data by types
5. allow clients to request role-based access for users in their entity

The system will be used by most internal staff and all external existing and potential clients. Please see the following tables that outline internal, system administrator, and external users and use cases.

Project success includes a user friendly, intuitive site that users will use rather than bypass. The site would be accessed via chefa.com. The site would provide a value-added platform to improve client relations and assist with communications that is flexible for growth and business change.

A sample client compliance packet has been enclosed that is currently emailed to clients.

Scheduling requirements or prioritization

It is anticipated that the selection of a vendor will be made in October 2022. The project should be developed for implementation no later than June 30, 2023.

Integrations

The Authority operates an internal data system (intranet) that should be leveraged for the delivery of compliance requirements to clients as they come due. This system is developed and maintained on a MS SQL server backbone with internal reporting.

The Authority currently hosts its websites internally leveraging open source software on LAMP Stack servers. Currently, the Authority leverages Microsoft Azure and Office 365 in a hybrid-cloud configuration. The Authority would like a solution that integrates seamlessly with Microsoft Azure, to continue to maintain internal and external Role-Based Access Control (RBAC)

[The Authority is licensed for SharePoint though it is not currently being leveraged nor is it required for the client portal development.]

Internal Authority User Types & Use Cases						
	All Users	Compliance	Impact Data	Client Sector Demand Data	Client Applications	Administrative
Manage own username and passwords, resets, etc.	✓					
User specific access depending on role	✓					
Add and/or deactivate client users						✓
Adding and deactivating specific and/or all users and user roles						✓
Enable client users to update specific historical information			✓	✓		✓
See client view to assist client with portal use	✓					
Automatically or manually send/receive notifications to/from clients when needed	✓					
Receive notification when clients have uploaded documents related to a user type		?				✓
Access and download data and documents uploaded by clients	✓					
Manually push/pull tasks from Internal/chefa.com data systems to/from portal when needed		✓			✓	✓
Perform comprehensive searches for documents and data by types	✓					
Upload for review and manage uploaded documents for specific section(s).	✓					
Able to accept or reject client deliverables – with rationale and notification to client		✓	✓		✓	✓
Update/make changes to data collected (without altering prior years' data) – add fields, but not delete fields from the data tables			✓	✓	✓	✓
Modify input forms for data entry – adding or removing fields			✓	✓	✓	✓
Able to read user access logs associated with use and errors						✓

System Administrator User & Use Case			
Add, edit, remove and deactivate internal and external users	Add, edit and remove internal and external users from roles	Add, edit and deactivate or remove roles	Add, edit and remove role access to parts of portal
Add, edit and remove pages/forms	Add, edit and remove features and page or form elements	Manage password policy	Maintain and update data interaction with internal system(s)
Add, edit and remove data	Enable user access to data to modify/update	Backup and archive data	Download/upload data to/from other sources
Add, edit and remove documents	Enable users' access to documents	Download and archive documents from active and inactive accounts	Ability to assist internal users on forms and data for external users
Maintain and perform backups and snapshots of system, data, documents and site	Able to set up and maintain updated development environment	View logs and audit activity by users	Manage notifications; frequency, recipients, message & attachments
Perform maintenance such as patches and updates to site and server (as applicable)	Apply and upload changes from development to production	Manage system including space, memory and resources	Update and maintain system integrations

External User Types & Use Case				
	All External Users	Bond Issuance Clients	Applications	Grants
Manage own username and passwords, resets, etc.	✓			
Edit own user profile (e.g. name, address, phone, email)	✓			
Client users may have multiple roles and access	✓			
Submit data; edit data; download and print data where appropriate	✓			
Access to pages and forms based on role(s)	✓			
Upload/submit documents based on role(s)	✓			
Review and download uploaded/submitted documents	✓			
Replace uploaded documents, until marked as accepted by the Authority	✓			
Receive notifications from system relevant to their role(s)	✓			
Can communicate with appropriate employees through the system	✓			
View uploaded and submitted compliance tasks' status		✓		
Cancel or rescind (deactivate) application(s) in process		✓	✓	✓
Requests relevant documentation	✓			
Ask relevant questions, to be routed to appropriate internal users	✓			

User Stories

1. Compliance Employee User Story
 - a. I set tasks a client must submit on a regular basis for the life of a bond issue in the current BONDS system, which will be in part uploaded to the Client Portal
 - b. I distribute a packet to designated contacts with tasks status' of Satisfied, Upcoming and Completed
 - c. I receive email notification of documents uploaded by the client for required tasks
 - d. I review uploaded documents and accept or reject tasks based on criteria
 - e. I inform the clients of rejected document reasons
 - f. I review compliance submission and set their status (to compliant, not compliant, pending or N/A)
 - g. I will be informed of Overdue Tasks
 - h. I set compliance contacts for Institutions
 - i. I activate and deactivate accounts for those entities that need to provide compliance items, without historical data being deleted
 - j. I upload certificates and documents needed for clients to download, fill out and upload/submit
2. Compliance Clients (external) User Story
 - a. I will receive an email notification of task that are due, coming due and overdue
 - b. I will view and enter data related to Tasks that are due
 - c. I will download certificates and other documents for necessary tasks
 - d. I will upload documents and supporting documents for tasks
 - e. I will be informed of any rejections and their reason so I can address them in a timely manner
 - f. I will enter requested Impact Data into the system.
 - g. I will manage my profile and contact information
3. Impact Data Employee User Story
 - a. I can query the data collected
 - b. I will be able to modify data-collecting forms
 - c. I will be able to download this data as data or formatted in reports
 - d. I will be informed when this Impact Data has been updated
 - e. I will be able to request follow up data on a schedule basis (e.g. every year)
 - f. I will add/deactivate client user accounts for entering data
4. Impact Data Clients (external) User Story
 - a. I will receive request for follow up data
 - b. I will enter requested Impact Data into the system.
 - c. I will keep my contact information up-to-date
5. Client Sector Demand Data Employee User Story
 - a. I will "open" the site
 - b. I will notify the clients the start and end time for entering their data
 - c. I can add or edit users access
 - d. I will be able to allow specific clients to edit historical data I specify
 - e. I will be able to modify the data being collected (without destroying historical data)
 - f. I will "close" the site
 - g. I will view/print and/or download this data on a per-client bases, or all at once

6. Client Sector Demand Data Clients (external) User Story
 - a. I will be informed when the site is “open”
 - b. Designated users can log in
 - c. I will enter the Demand Data for the specified year(s)
 - d. I can view and print a summary report
 - e. I can request to edit older historical data
 - f. I can see historical data entered, even if there are gaps in time when didn't have to enter data
 - g. I will manage my profile and contact information
7. Client Applications Employee User Story
 - a. I will receive word that a client is interested in applying
 - b. I will set up the user's account
 - c. I will upload documents and templates for prospective clients to fill out
 - d. I will receive notification of documents uploaded
 - e. I will inform the client of documents rejected and their reasoning
8. Client Applications Client (external) User Story
 - a. I will send notification about interest in applying
 - b. I will fill in my contact information, and keep that information up-to-date
 - c. I will fill out the data entry form with information
 - d. I will download template files for filling out
 - e. I will upload completed and requested documentation
 - f. I will be informed of the status of the application
 - g. I will be able to ask questions
9. Administrator User Stories
 - a. I will add internal and external user accounts
 - b. I will assign users one or more roles
 - c. I will set up automatic email notification rules
 - d. I will be able to see data entered
 - e. I will be able to see documents uploaded
 - f. I will be able to archive documents
 - g. I will be able to modify data-collecting forms
 - h. I can do anything the other internal users can do
 - i. I can read logs for use and errors
 - j. I can backup and snapshot the site
 - k. I can set up a development environment with an up-to-date version
 - l. I will apply patches to the site
 - m. I will maintain updates and patches of the underlying server
 - n. I will maintain integration with existing (internal) systems and 3rd parties

Scope

Project Scope – High Level - The system should be built with flexibility for specific internal users to alter data being collected as business requirements change. The system should be capable of sending email notifications via “no reply” as well as from a specific user. The system should be capable of interfacing with the current internal data system as well as with chefa.com data structures. Administrators should have management of user access control, threat and vulnerability integration - MFA; transaction logging.

Not in Scope - The system is not required to do any data analytics or reporting, but rather be the repository for data and documents. No development in the internal data systems should be required. Hosting will be determined at a later date.

Current technologies include Microsoft SQL Server, SSRS, IIS, Exchange, WinSCP and ASP.NET (internally) and LAMP stack including Apache, PostgreSQL & MySQL databases, Drupal & WordPress CMS, PHP and Next.js on Linux servers (externally). These technologies should not dictate nor limit the development of this system.

Objectives

1. Communication
 - a. Provide a centralized communication platform between clients and employees
 - b. Provide individuals the ability to maintain up-to-date contact information
 - c. Anonymize communication allowing for seamless personnel changes
 - d. Provide automatic and manual push notifications for items such as
 - i. Items due
 - ii. Approved or rejected items
 - iii. Status changes to applications, documents and data
 - e. Provide access to current contact information to all internal users
 - f. Update local systems and database with current contact information
2. Data
 - a. Provide means for Clients to enter, update and maintain relevant data
 - b. Organize data entered and collected by users’ role
 - c. Make data entered accessible
 - i. For other system(s) such as impact data
 - ii. To internal users (employees)
 - iii. For clients as historical data
 - iv. For internal and 3rd party systems
 - d. Have data editable until approved by the authority
 - e. Notify relevant users of data submitted
 - f. Notifying client users status changes and reason(s) for rejection, if any
3. Documents
 - a. Provide means to upload, replace and review documents
 - b. Provide notification when documents are
 - i. Submitted to internal users
 - ii. Rejected documents to external users
 - c. Provide means to see status of all documents
 - d. Organize documents by role / use
 - e. Provide means to manage document retention

Functional Requirements

The following is a list of requirements broken into deliverable items. Each requirement has a number associated with it that is related to a user story.

Req #	Requirement Description	User Story Relationship
1	Email Integration and notifications	1.b, 1.c, 1.e, 1.g, 2.a, 2.e; 3.d, 3.e; 4.a; 5.b; 6.a; 7.a, 7.d, 7.e; 8.a, 8.f, 8.g; 9.c
2	Manage user accounts and roles	1.i; 3.f; 5.c, 5.a; 7.b; 9.b
3	Manage own profile	2.g; 4.c; 6.f; 8.b
4	Modify/Update data-collecting forms	3.b; 5.d, 5.e; 9.g
5	View and enter data in data-collecting forms	1.f; 2.f, 2.b; 3.a; 4.b; 6.c; 8.c
6	View/download entered data	1.c; 2.c; 3.c; 5.g; 9.d
7	Upload /view documents	1.d, 1.j; 2.d; 7.c; 8.d, 8.e; 9.e
8	Delete / archive documents	9.f
9	Integration with internal and 3 rd party systems	1.a, 1.h; 9.n
10	Read Event and Access Logs	9.i
11	Backups and Snapshots	9.j, 9.k
12	Apply patches and update system	9.l, 9.m

Required Deliverables

The following table presents the major deliverables that the system must meet for the project objectives to be satisfied.

Major Deliverable	Deliverable Description
Email Notification Process	<ul style="list-style-type: none"> Interface to send emails to specific contacts or group of contacts manually Addresses come from user profiles Interface for scheduling emails based on a date-time or conditions Process that sends/delivers email Can include documents
Integration with current systems	<ul style="list-style-type: none"> Process for data upload from the internal, BONDS, system, with minimal changes to the internal system Process for data download from porta/site to internal system
User Controls Interface	<ul style="list-style-type: none"> To create user, set roles, deactivate user and edit user
Data Interface	<ul style="list-style-type: none"> For creating and modifying forms To view and enter data using forms To Query data To download data
Documents Interface	<ul style="list-style-type: none"> To upload documents To replace documents with updated versions To control document upload setting; such as file types and size limits To view and download documents To manage and “archive” documents
Maintenance Access and/or process	<ul style="list-style-type: none"> To underlying operating system and services Process to backup site and database, able to be deployed on development site

Exhibit A – State of Connecticut Contracting Requirements


EXHIBIT A

State of Connecticut Contracting Requirements

1. **CGS Section 4a-60.** In accordance with Connecticut General Statutes Section 4a-60, as amended, and to the extent required by Connecticut law, [*Contractor Name*] (“CONTRACTOR”) agrees and warrants as follows: (a) in the performance of this Agreement it 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, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by 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 and further to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved; (b) in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “CHRO”); (c) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers’ representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) to comply with each provision of Connecticut General Statutes Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; (e) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56; and (f) to include provisions (a) through (e) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60.

2. **CGS Section 4a-60a.** In accordance with Connecticut General Statutes Section 4a-60a, as amended, and to the extent required by Connecticut law, CONTRACTOR agrees and warrants as follows: (a) that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) to provide each labor union or representative of workers with which CONTRACTOR has a collective

bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Section 46a-56; (d) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR which relate to the provisions of Connecticut General Statutes Sections 4a-60a and 46a-56; and (e) to include provisions (a) through (d) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60a.

3. **Nondiscrimination Affirmation.** The CONTRACTOR hereby affirms that it understands the obligations of Connecticut General Statutes Sections 4a-60 and 4a-60a and will maintain a policy for the duration of this Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such statutes. The CONTRACTOR and its authorized signatory of this Agreement demonstrate their understanding of the obligation set forth in this section by initialing in the following box: 

4. **State Contract Representation for Contractor.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the CONTRACTOR, for itself and on behalf of all of its principals or key personnel who submitted the proposal to the Connecticut Health and Educational Facilities Authority (CHEFA) represents the following:
 - (a) That no gifts were made by (i) the CONTRACTOR, (ii) any principals and key personnel of the CONTRACTOR, who participate substantially in preparing bids, proposals or negotiating State contracts, or (iii) any agent of the CONTRACTOR or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (1) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (2) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;
 - (b) That no such principals and key personnel of the CONTRACTOR, or agent of the CONTRACTOR or of such principals and key personnel, knows of any action by the CONTRACTOR to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the CONTRACTOR to provide a gift to any such public official or state employee; and

(c) The CONTRACTOR is submitting bids or proposals without fraud or collusion with any person.

5. **Contract Representation of CHEFA’s Authorized Signatory.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, CHEFA’s authorized signatory to this Agreement represents that the selection of the most qualified corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
6. **CGS 9-612(f) Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612(f)(1)(C) of the General Statutes as 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 CONTRACTORS authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission’s notice advising prospective state contractors and state contractors of state campaign contribution and solicitation prohibitions, and will inform the CONTRACTOR’S principals of the contents of the notice. The CONTRACTOR confirms that it has submitted a Campaign Contribution Certification form to CHEFA, as required by Connecticut General Statutes Section 9-612(f)(2)(F).
7. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the CONTRACTOR represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "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 contracts. "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 contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

[If none check this box and sign below]

Consultant’s Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Exhibit B – Campaign Contribution Certificate



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

Initial Certification

Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20_____.

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**



Sample Client Compliance Packet

CHEFA

CONNECTICUT HEALTH AND EDUCATIONAL
FACILITIES AUTHORITY



Compliance Reminder

May 24, 2022

Mr. Richard Esposito
Chief Financial Officer
Loomis Chaffee School
Batchelder Road
Windsor, CT 06095-3028

Re: CHEFA Bond Issue(s) Outstanding

Dear Mr. Esposito:

The Loan Agreement(s) between Loomis Chaffee School and CHEFA requires that the facility comply with covenant reporting requirements. The following items noted in black are due in the **coming quarter** and those noted in **red** are past due.

Financial Reporting Covenants:

Coming Due

	<u>Due Date</u>		<u>Due Date</u>
Budget - Annual	06/01/2022	Budget - Annual	07/30/2022
Quarterly Financials	08/14/2022		

Tax Policy:

Nothing is outstanding at this time. Thank you for your compliance.

Please submit the required information prior to the relevant date listed on the attached schedule. If you have any questions, please contact me at (860) 761-8452 or via email at kjohnson@chefa.com.

Thank you,

A handwritten signature in blue ink that reads "Krista Johnson". The signature is written in a cursive style.

Krista Johnson, Compliance Specialist

Enclosures

CHEFA - Summary Covenant Reporting Requirements

Loomis Chaffee School, Series F

As of 5/24/2022

Covenant/Reporting Requirements	Next Due	For Period Ending	Notes	To Whom	Loan Document Section Reference
Annual Certificates					
Officer's Certificate – Insurance	11/27/2022	PE 6/30/2022		A	1st Amend LA 4.1(b)
Quarterly Covenant Reports					
Quarterly Financials	08/14/2022	PE 6/30/2022		A,BI	LA 6.2(a)
Yearly Covenant Reports					
Audited Financial Statements	10/28/2022	PE 6/30/2022		A,T,BI	LA 6.2(b)
Auditor's Letter of No Default	10/28/2022	PE 6/30/2022		A	LA 6.4(1)
Budget - Annual	07/30/2022	PE 6/30/2023		A,BI	LA 6.7
DSCR Test	10/28/2022	PE 6/30/2022	At least 1.30 w/ Off. Cert	A,BI,T	SMTI #8 6.15; LA 6.2
*Equal Employment Opportunities	10/28/2022	PE 6/30/2022		A	LA 6.5
*Hazard Substance Certificate	10/28/2022	PE 6/30/2022		A,T	LA 6.6(a)(B)
*Letter of Condition - Project	10/28/2022	PE 6/30/2022		A,T	LA 6.6(a)(A)
Officer's Certificate of No Default	10/28/2022	PE 6/30/2022		A,T	LA 6.4(2)
SEC/Continuing Disclosure Certificate	11/27/2022	PE 6/30/2022	Dissemination through the EMMA Website	A,T,BI, MSRB	LA 6.3(b)
Statistics - Yearly	10/28/2022	PE 6/30/2022		A,T,BI	LA 6.2(b)
Other Ratios					
Unrestricted Net Assets	10/28/2022	PE 6/30/2022	1.00 w/ Off. Cert.	A,BI,T	SMTI #8 6.14
Authority Tax Compliance					
Form 990, Schedule K	11/15/2022	PE 6/30/2022		A	PITC Policy
Post Issuance Compliance Procedures	10/28/2022	PE 6/30/2022		A	PITC Policy

* = Form provided by CHEFA-Certificate of Compliance with the Agreement

Red Items are Past Due

Black Bold Items are Coming Due

Key:			
To Whom:	A=Authority	T = Trustee	BI = Bond Insurer
	MSRB = Municipal Securities Rulemaking Board	IP = Initial Purchaser	LOC = Letter of Credit Bank
Section:	LA = Loan Agreement	TI = Trust Indenture	CCA = Continuing Covenant Agreement
		RA=Reimbursement Agreement	CFP = Credit Facility Provider

CHEFA - Summary Covenant Reporting Requirements

Loomis Chaffee School, Series K-1

As of 5/24/2022

Covenant/Reporting Requirements	Next Due	For Period Ending	Notes	To Whom	Loan Document Section Reference
Annual Certificates					
Officer's Certificate – Insurance	10/28/2022	PE 6/30/2022		A, P	LA 6.1(b)
Yearly Covenant Reports					
Audited Financial Statements	10/28/2022	PE 6/30/2022		A, P	LA 9.2, CCA 7.1(a)
Auditor's Letter of No Default	10/28/2022	PE 6/30/2022		A, P	LA 9.3(1)
Budget - Annual	06/01/2022	PE 6/1/2023		A, P	LA 9.6, CCA 7.1(c)
DSCR Test	10/28/2022	PE 6/30/2022	At least 1.25x, with Officer's Certificate	A, P	LA 9.2, CCA 5.14
*Equal Employment Opportunities	10/28/2022	PE 6/30/2022		A	LA 9.4
*Letter of Condition - Project	10/28/2022	PE 6/30/2022		A, P	LA 9.5(a)(A)
Officer's Certificate of No Default	10/28/2022	PE 6/30/2022		A, P	LA 9.3(2), CCA 7.1(b)
Statistics - Yearly	10/28/2022	PE 6/30/2022		A, P	LA 9.2, CCA 7.1(d)
Other Ratios					
Unrestricted Net Assets	10/28/2022	PE 6/30/2022	At least 1.00, with Officer's Certificate	A, P	LA 9.2, CCA 5.15
Authority Tax Compliance					
Form 990, Schedule K	11/15/2022	PE 6/30/2022		A	PITC Policy
Post Issuance Compliance Procedures	10/28/2022	PE 6/30/2022		A	LA 9.3(b)

* = Form provided by CHEFA-Certificate of Compliance with the Agreement

Red Items are Past Due

Black Bold Items are Coming Due

Key:

To Whom:	A=Authority MSRB = Municipal Securities Rulemaking Board	T = Trustee IP = Initial Purchaser	BI = Bond Insurer CFP = Credit Facility Provider
Section:	LA = Loan Agreement TI = Trust Indenture	RA=Reimbursement Agreement	CCA = Continuing Covenant Agreement

CHEFA - Summary Covenant Reporting Requirements

Loomis Chaffee School, Series K-2

As of 5/24/2022

Covenant/Reporting Requirements	Next Due	For Period Ending	Notes	To Whom	Loan Document Section Reference
Annual Certificates					
Officer's Certificate – Insurance	10/28/2022	PE 6/30/2022		A, P	LA 6.1(b)
Yearly Covenant Reports					
Audited Financial Statements	10/28/2022	PE 6/30/2022		A, P	LA 9.2, CCA 7.1(a)
Auditor's Letter of No Default	10/28/2022	PE 6/30/2022		A, P	LA 9.3(1)
Budget - Annual	06/01/2022	PE 6/1/2023		A, P	LA 9.6, CCA 7.1(c)
DSCR Test	10/28/2022	PE 6/30/2022	At least 1.25x, with Officer's Certificate	A, P	LA 9.2, CCA 5.14
*Equal Employment Opportunities	10/28/2022	PE 6/30/2022		A	LA 9.4
*Letter of Condition - Project	10/28/2022	PE 6/30/2022		A, P	LA 9.5(a)(A)
Officer's Certificate of No Default	10/28/2022	PE 6/30/2022		A, P	LA 9.3(2), CCA 7.1(b)
Statistics - Yearly	10/28/2022	PE 6/30/2022		A, P	LA 9.2, CCA 7.1(d)
Other Ratios					
Unrestricted Net Assets	10/28/2022	PE 6/30/2022	At least 1.00x, with Officer's Certificate	A, P	LA 9.2, CCA 5.15

* = Form provided by CHEFA-Certificate of Compliance with the Agreement

Red Items are Past Due

Black Bold Items are Coming Due

Key:

To Whom:	A=Authority MSRB = Municipal Securities Rulemaking Board	T = Trustee IP = Initial Purchaser	BI = Bond Insurer CFP = Credit Facility Provider
Section:	LA = Loan Agreement TI = Trust Indenture	RA=Reimbursement Agreement	CCA = Continuing Covenant Agreement