

Request for Proposals for Holder Reporting Software

Date Issued: December 14, 2009

I. INTRODUCTION

Background

The National Association of Unclaimed Property Administrators (NAUPA) is a non-profit organization affiliated with the National Association of State Treasurers and the Council of State Governments. The mission of NAUPA is to promote and support excellence and professionalism among those individuals charged with the responsibilities of unclaimed property administration and compliance. Members represent all states, the District of Columbia, the Commonwealth of Puerto Rico and other international governmental entities. NAUPA provides a forum for continuing discussions regarding interstate cooperation, education, training, uniform laws, reporting requirements and increasing the public's awareness of the role the states play in protecting and returning unclaimed property to rightful owners.

Invitation to Bid

The National Association of Unclaimed Property Administrators (NAUPA) has identified a need to develop reporting software to make available to the holder community at no cost in a format acceptable to all member states and territories. NAUPA is requesting proposals from entities interested in creating, updating and supporting reporting software.

Mandatory requirements

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section Four contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the Vendor agrees to all mandatory deliverables described herein. Section 5 describes RFP response requirements, which may be mandatory. The Vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that Vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of NAUPA.

Schedule of Events

Date	Event
December 14, 2009	RFP issued and distributed to potential vendors
December 30, 2009 by 3:00 p.m. EST	Deadline for submitting written questions
January 12, 2009 by 3:00 p.m. EST	Responses to written questions
January 28, 2010 by 3:00 p.m. EST	RFP responses due
February 24, 2010	Deadline for initial evaluation of proposals
March 3, 2010	Completion of interviews and negotiations with finalists
March 3, 2010	Notification of chosen vendor
March 10, 2010	Execution of contract

* Schedule of events is subject to change

Contract Provisions

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by Jon Lawniczak on behalf of NAUPA. After the successful Vendor is selected, a formal contract document will be executed between the NAUPA and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

Addenda

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by NAUPA and published on the NAUPA website at www.unclaimed.org.

Price Quotations

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

II. SCOPE OF SERVICES

The vendor will be the sole source for NAUPA approved holder reporting software. In addition to providing the software for free access by reporting holders, the vendor will be responsible for periodic software updates, product training and ongoing support. The vendor will maintain ownership of the software. NAUPA will enter into a five-year contract with the vendor for rights to exclusively promote the use of this software as a free product available to the holder community, which will meet the electronic reporting needs of all state agencies responsible for unclaimed property law administration.

III. ISSUING OFFICER

This RFP is issued on behalf of NAUPA. The following individual will serve as the issuing officer:

Jon Lawniczak
Executive Director/CEO
PO Box 11910
2760 Research Park Drive (Physical address use zip: 40511)
Lexington, KY 40578
Tel: (859) 244-8150 Fax: (859) 244-8001
Email: naupa@csg.org

IV. DESCRIPTION OF REQUIREMENTS

The software must include the following:

1. A method with which to create a file that conforms to the most recent *NAUPA Standard Electronic File Format*. The aforementioned format, a.k.a. *NAUPA II* or *NAUPA 2*, can be accessed at the following hyperlink on the Internet: <http://www.unclaimed.org/reporting/free-compliance-tools/naupa-standard-electronic-file-format/>

2. A strong validation routine ensuring that the required fields are populated with the appropriate number/type of characters.
3. An Excel spreadsheet template that can be imported into the software to produce the NAUPA file.
4. The ability to print the file in a legible format and the ability to export the created file in .CSV format.
5. If the country code is anything other than USA, the address fields should allow for a more free form data entry, not requiring state and zip codes.

The vendor must provide the following services during the term of the contract:

1. Ongoing product maintenance and updating as needed
2. Training sessions delivered in the manner deemed most efficient and cost effective by the vendor, and approved by NAUPA, to teach the states how to use the software and how to troubleshoot simple problems holders may encounter.
3. An easy to read user's manual
4. State and holder product support

V. PROPOSAL

The proposal should be concisely written and address the following areas:

1. Company and staff background information
 - a. Include the key personnel assigned to work with NAUPA, specifically the person(s) who will be assigned to this project and his/her experience in creating and supporting holder reporting software
 - b. List two clients who are acquainted with your expertise in providing holder reporting software and provide a reference contact and telephone number for each
 - c. Please submit an organizational chart of your staff by title and indicate the number of full-time professionals.
2. Timeline for product development and implementation, with the finished product being available as early as June 1, 2010, but not later than August 1, 2010.
3. Company's detailed plan for fulfilling each of the requirements outlined in **Section IV**. Response must include:
 - a. How often the software will be updated
 - b. Expected maintenance requirements and maintenance schedule
 - c. Exactly how support and training will be provided to holders and to states
4. Costs
 - a. Initial
 - I. Product development, testing and production
 - II. Training
 - b. Ongoing costs for each of the five years the contract is in force
 - I. State support
 - II. Holder support
 - III. System maintenance, updating and periodic state training, if necessary

VI. SUBMISSION AND RESPONSE TO QUESTIONS

Response to Questions

Questions regarding the RFP may be submitted in writing (electronic mail acceptable) and must be received by the issuing officer on or before December 30, 2009 by 3:00 p.m. EST. The answers to the submitted questions will be posted on the NAUPA website <http://www.unclaimed.org/about/> on or before January 12, 2009 by 3:00 p.m. EST.

Submission of Bid Proposals

Bid proposals must be submitted by mail or electronic mail and received by NAUPA on or before January 28, 2010 by 3:00 p.m. EST. Any bid proposal received after this time will be rejected and returned. Vendors using the U.S. Mail or other physical delivery services to submit bids must allow ample delivery time to ensure timely receipt of their bid proposals. Bids should be submitted to:

David Milby
Association Manager
PO Box 11910
2760 Research Park Drive (Physical address use zip: 40511)
Lexington, KY 40578
Tel: (859) 244-8150 Fax: (859) 244-8001
Email: naupa@csg.org

Questions about the bid process only should be directed to the association manager.

VII. EVALUATION CRITERIA

All proposals received will be reviewed and evaluated by a Selection Committee. The Committee will recommend proposals that most closely meet the requirements of the RFP. The following will be used in making the selection:

1. **Offeror's Qualifications** – Qualifications and relevant experience; adequacy, capability and experience of staff; references from other clients; and commitment to services offered. Weight 30%.
 - a. Whether the Offeror has, within the last three- (3) years, successfully provided holders with a software product designed to provide similar services as requested in this RFP or whether the Offeror has, within the last three- (3) years, successfully designed and delivered similar software.
 - b. Professional qualifications and availability of personnel who will be responsible for the actual development of the software and providing the support services.
 - c. Experience providing requested services/references
2. **Soundness of Approach** – Specific plans and methodology to satisfy the requirements in the Statement of Needs and Reporting and Delivery Requirements. Weight at 25%.
 - a. Understanding of software requirements.
 - b. Details and examples of provider's ability to develop and deliver software.
 - c. Ability to provide effective support to both states and holders.
 - d. Ability to deliver the product within, or prior to, the requested dates.

- e. Ability to provide adequate staff and support for the entire length of the contract.
- 3. **Pricing** – Charges should be broken down as outlined in **SECTION V.4 Costs**. While this area will be weighed heavily, it will not be the sole determining factor in the selection process. Weighted at 35%.
 - a. Reasonableness of estimated costs.
 - b. Confirmation that the basic software package will be available throughout the contract at no cost to the holder.
- 4. **Creativity** – Creativity of approach, product offering, pricing and payment option. Suggested alternatives or additional services offered which may not be specifically requested. Weighted at 10%.

VIII. AWARD OF CONTRACT

NAUPA shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. NAUPA may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

IX. TERMS AND CONDITIONS

The following are the contractual terms and conditions under which NAUPA will enter into a contract.

1. **Independent contractor:** Vendor shall directly provide and perform all essential operational services of this RFP and the contract. Vendor represents that it has or will secure, at its own expense, all fully-trained and knowledgeable personnel required to perform the services to be rendered pursuant to this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, NAUPA, NAST or CSG. Vendor and its personnel shall be fully trained and qualified and shall hold such authorizations, permits, licenses and certifications required to perform such services under federal, state and local law, or as may be reasonably required by NAUPA.
2. **Designated Account Administrator:** Vendor further agrees to designate an account administrator who will be the sole contact for NAUPA, will have a documented and on-going knowledge of the software reporting system and its operation in the offices of NAUPA members, and will have sufficient training and knowledge to resolve all problems encountered by NAUPA member states on a priority basis if needed.
3. **Other products and services:** Related and additional products (hardware, software, etc.) or services may be added to the contract, and current services and products may be modified or eliminated upon the written mutual agreement of the parties hereto in order to continue and maintain the operation, upgrade and integrity of the software.
4. **Due Care:** Vendor shall discharge its duties under the contract in all instances with reasonable care, professional skill, prudence and diligence under the circumstances then prevailing that a prudent

person acting in a like capacity would provide and use in the conduct of an engagement of like character with like aims in performing its obligations under the contract.

5. **License:** During the life of the contract, Vendor grants to NAUPA a limited, non-exclusive, license for NAUPA to use the Licensed Software and to distribute the same to businesses for the purpose of reporting unclaimed property to member states
6. **Warranty:** Vendor warrants that it has in place and will maintain sufficient procedures and redundancy capabilities to ensure the timely and accurate business continuity related to the contract.
7. **Effective date:** The effective date of this contract is March 10, 2010. Upon execution by Vendor and NAUPA, the contract shall extend for a period of one (1) year and may be automatically renewed for four (4) additional one-year periods. All renewals are subject to NAUPA obtaining all required approvals and funding, or until terminated according to the specific terms of the contract , whichever shall first occur
8. **Change of Laws:** Any change in federal or state law, or court actions that constitute binding precedent in Kentucky and which significantly alter the activities required under the contract, or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to Vendor by NAUPA and of such other provisions of the contract that may be affected. If such renegotiation proves unsuccessful, the contract may be terminated by NAUPA upon written notice to Vendor at least thirty (30) days prior to the termination of the contract or any renewal thereof.
9. **Funding:** If NAUPA is not allocated funds by the NAST in any succeeding fiscal year for the continued use of the service covered by the contract, NAUPA may terminate this Agreement, or any renewal thereof, at the end of the affected current fiscal period without further charge or penalty. NAUPA shall give Vendor written notice of such non-allocation of funds as soon as possible after NAUPA receives notice. No penalty shall accrue to NAUPA in the event this provision is exercised.
10. Vendor acknowledges that this Agreement is not effective until it has received all requisite approvals. Vendor shall not begin performing work under the contract until notified to do so by NAUPA.
11. **Payment:** All payments to Vendor by NAUPA shall be in arrears. No payment for goods or service will be made by NAUPA to Vendor until NAUPA has approved the software and it is available for distribution.
12. **Payment date:** NAUPA agrees to authorize payment to Vendor by not later than thirty (30) days after satisfactory implementation of the system and completion of one training session for NAUPA members.
13. **Termination:** NAUPA may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. NAUPA shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, NAUPA shall issue the Vendor an order to cease and desist any and all work immediately.

NAUPA shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated by NAUPA with thirty (30) days prior notice.

14. **Bankruptcy:** In the event Vendor files for bankruptcy protection, the contract is automatically null and void, and is terminated without further order. NAUPA reserves the right to continue distribution of the software for the next twelve (12) months, subject to any modification of fee agreements as may be required by federal bankruptcy laws.
15. **Independent Contractor:** Vendor is designated and shall act as an independent contractor and not as an employee of NAUPA, NAST or CSG in the performance of all the tasks and duties of the contract. No principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.
16. **Amendment:** Any amendment to RFP or the contract shall be in writing executed by both parties with the same formality of those documents and in strict compliance with all applicable federal or Kentucky laws. If changes to the contract become necessary or if additional products or services are desired or required, a formal contract change order will be negotiated by NAUPA. An approved contract change order is required whenever the change affects the payment provision and/or the scope of work.
17. **Notices:** All notices and other communications required or permitted under the contract must be in writing and will be deemed given when delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier.
18. **No Waiver:** A party's failure to enforce its rights with respect to any single or continuing breach of the contract will not act as a waiver of the right of that party to later enforce any such rights or enforce any other or subsequent breach.
19. **Subcontracting:** Vendor agrees not to enter into any subcontracting agreement, in whole or in part, for the Services contemplated under the contract without first obtaining express written approval from NAUPA. Any subcontracting entity shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance of any subcontractor.
20. **Conflict:** Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to NAUPA
21. **Insurance Requirements:** Vendor shall maintain in full force and effect, errors and omissions insurance covering negligent acts or omissions.
22. **Warranty:** Vendor shall warrant that the goods and/or services covered by this RFP and the contract will: conform to the specifications, drawings, samples or other description furnished or specified by Vendor; be merchantable and fit for the purpose intended; and/or be free from defect in material and workmanship.

23. **Indemnification:** The Vendor agrees to indemnify, defend and hold harmless NAUPA, its, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.
24. **Entire Agreement:** This RFP contains the entire understanding of the parties with respect to its subject matter. No modification of this RFP will be effective unless it is in writing, signed by each party and expressly provides that it amends this RFP.
25. **Choice of Law:** The contract will be governed by and construed under the laws of the Commonwealth of Kentucky.
26. **Severability:** In the event that any provision of this RFP is deemed illegal or unenforceable, it will be considered stricken from the contract and the remaining provisions of this RFP will remain in full force and effect.