

REQUEST FOR PROPOSALS (UNSEALED)
#VHDA-68835-08L
CUSTOMER CONTACT DATA COLLECTION & MANAGEMENT SOFTWARE
AUGUST 22, 2007

Commodity Codes: 20837, 20853, 91829, 9200, 92007

Issuing Authority: Virginia Housing Development Authority (VHDA)
601 S. Belvidere Street
Richmond, VA 23220

Unsealed Proposals Received Until: September 12, 2007 at 2:00 P.M.

All Inquiries For Information Should Be Directed To: Barbara J. Layman, CPPB, VCO
(804) 343-5868
Barbara.layman@vhda.com

Period of Contract: The contract period shall be an initial year term with a perpetual renewable yearly maintenance option.

This Entire Bid Package Should Be Mailed E-mailed, Faxed To Or Hand Delivered To: Virginia Housing Development Authority (VHDA)
Attn: Barbara J. Layman, Procurement Manager
601 S. Belvidere Street
Richmond, VA 23220

In Compliance With This Request for Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Offeror Signature: _____

Name of Firm (printed) _____

Address: _____

Telephone & Fax: _____ E-Mail: _____

FEI/FIN # _____ Date: _____

Small, Minority-Owned, Women-Owned Business: [☐] Yes [☐] No DMBE # _____

The Virginia Housing Development Authority does not discriminate on the basis of race, color, religion, sex, age, national origin, familial status, handicap or disability.
VHDA does not discriminate against faith-based organizations.

RETURN OF THIS PAGE REQUIRED

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- I. PURPOSE:** Pursuant to the Virginia Public Procurement Act, The Virginia Housing Development Authority (VHDA) requests unsealed proposals to establish a contract through competitive negotiations with a qualified firm to provide software, implementation services, and support for the collection and management of data from customer contacts.

VHDA seeks proven leaders in the fields of customer contact data management software and business process software to develop a software solution to help the VHDA provide operational support and long range planning assistance for Authority customer service functions.

- II. BACKGROUND:** The Virginia Housing Development Authority (VHDA) was established in 1972 as a political subdivision of the Commonwealth of Virginia. VHDA is governed by a Board of Commissioners, which employs the Executive Director to administer, manage and direct the affairs of VHDA. VHDA's Headquarters is located at 601 South Belvidere Street, Richmond, VA 23220. The principal purpose of VHDA is to provide mortgage loan financing for single family and multifamily housing in Virginia for occupancy by persons and families of low and moderate income.

Virginia Housing Development Authority's Contact Center opened its doors on November 8, 2004. The Contact Center receives customer inquiries via telephones, emails, in person, regular mail, and through inquiries originating from the VHDA Internet site. The Contact Center handles many different types of questions and requests including:

- Homeownership Education and Registration
- Home Loans / Homeownership Packages
- Apartment Assistance
- Multifamily
- Homeless
- Grant Requests

The Contact Center hours are 8:00 am to 8:00 pm Monday through Friday and it is typically staffed with up to five customer service representatives who handle an average of 170 contacts a day. The current software application supporting the Contact Center is an in-house developed application called CCS. CCS helps us track the types of inquiries, the number and most importantly the reason our customers are calling us. Prior to November of 2004, VHDA did not have a way to track these inquiries. CCS also allows us to compare data from other departments to see how many consumers actually purchased homes and the steps they took.

VHDA's current customer contact solution does not meet all the customer servicing and reporting needs of VHDA. CCS was originally written solely to serve as a phone inquiry system and the application code and supporting database was designed for that purpose. Some modifications have been made to the application to partially address immediate needs, but a more comprehensive customer contact solution is needed in order to provide a superior quality customer service and business intelligence reporting tool.

III. STATEMENT OF NEEDS:

A. Software Solution Development – Offeror Responsibilities:

1. VHDA seeks a firm to provide software for the collection and case management of customer contact data obtained from a variety of sources and methods of customer contact. The software must provide the ability to generate detailed reports (i.e. standard designed reports, ad hoc queries, and capture statistical information on customers, etc.). Program shall include the ability to update and track status of each customer contact and final outcome. Program shall facilitate integration with Microsoft Outlook e-mail program, so that information can be referred to other departments within the Authority and other entities for further action. See Attachment B of for a list of features and their levels of importance that the authority desires and in some instances requires the system proposed by the offeror to posses.

VHDA intends for the selected offeror to begin performance on or before October 15, 2007 or as soon as possible thereafter.

The scope of this RFP includes a Customer Contact Center software system and/or services that will assist in meeting the objective outlined above. The requirements include the following:

- Purchase of Customer Contact Center Management software*.
- Services for the activities relating to the configuration and installation of a Customer Contact Center Management package*.
- Services for the activities relating to the mapping and loading of VHDA's current data.
- Services for system and end user training for implementation of the solution.

***In the event that the solution selected is not purchased software (i.e. ASP), the requirements would include the license and yearly maintenance as well as services for the activities relating to the configuration of the solution.**

2. Offeror may be asked to provide assistance to the Authority in business process modernization that may be required to support the introduction of the software.
3. Provide a proposed program schedule after notification of award that includes the following:
 - a. Requirements Phase
 - b. Development or Design phase
 - c. Testing Phase
 - d. Pilot Phase
 - e. Full Implementation (desired by December 15, 2007)
 - f. Post Implementation Support
 - g. Maintenance phase (Turnover to full production, user acceptance, & on-going support)
4. The vendor will provide a complete cost estimate and pricing schedule.

- B. **VHDA Responsibilities:** VHDA shall provide a dedicated project team to work with the Contractor during the term of the project.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One original of each proposal must be submitted unsealed by mail, in person, fax or e-mail to the Authority. The Offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. Failure to submit all information requested may result in the Authority requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. The Authority may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiations.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation and attachments, exhibits, cover letters, etc. should be submitted with the proposal and should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP shall belong exclusively to the Authority and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure.

under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Questions: Interested parties may submit written questions on any aspect of this RFP on or before 2:00 p.m. eastern time, Friday, August 31, 2007. Please submit your comments and questions to barbara.layman@vhda.com or 804-343-8665 (desktop fax).
4. Notices and Answer to Questions: All Notices as well as answers to vendor submitted questions will be provided on our website at www.vhda.com, click on RFP's, then scroll down to the "Notices." VHDA reserves the right to extend either of the foregoing deadlines or modify this Request for Proposals, as it deems necessary.
5. Unsealed RFP Submittal: To be considered proposals must be received unsealed not later than 2:00 pm. Eastern Daylight Savings time, Wednesday, September 12, 2007, to the following address:

Virginia Housing Development Authority
ATTN: Barbara J. Layman, CPPB, VCO, Procurement Manager
601 South Belvidere Street
Richmond, VA 23220

Proposals may be e-mailed to barbara.layman@vhda.com or 804-343-8665, desktop fax.

6. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Authority. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Authority will schedule the time and location of these presentations. Oral presentations are an option of the Authority and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that VHDA may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror's Data Sheet included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. Offeror shall provide a detailed, written narrative statement to include (at a minimum):
 - a. Experience in providing software for individual customer contact data capture, individual case tracking, and capability to analyze the obtained data. (Including the number of companies/clients using product; number of installed sites, number of user licenses,

history of the product and subsequent software releases, and percent of installs that have been done using internal company personnel vs. external consultants).

- b. Experience in providing customized training manuals for functional users of software.
- c. Experience working with client users on the business process changes required by the introduction of new software.
- d. Complete project staffing plan with projections for the all phases of the project:
 - i. Requirements Phase
 - ii. Development or Design phase
 - iii. Testing Phase
 - iv. Pilot Phase
 - v. Full Implementation (desired by December 15, 2007)
 - vi. Post Implementation Support
 - vii. Maintenance phase (Turnover to full production, user acceptance, & on-going support)

This staffing plan should detail the numbers of people by area of responsibilities including supervision. Include resumes of proposed manager and other key personnel to be assigned to the project.

- e. Start-up plan that must include a timeline from contract award to service implementation.
- f. Plan for post initial implementation support and long-term maintenance.
- g. Plan for post implementation modification support to meet client needs.
- h. Pricing (Overall cost estimate): The Vendor must supply a *Price List/Proposal* for any Software purchased or hosted and Services related to the Customer Contact Solution. Vendors are encouraged to provide several different pricing methods including processor, concurrent user, and named user pricing. The *Price List* must include the following:
 - i. The name of the proposing Vendor.
 - ii. The list price of each Software product, License, and Service, including a breakdown for additional seats/users, if applicable.
 - iii. Percentage discount for each Software product, License, and Service proposed (for example: % discount allowed for government agencies such as VHDA).
 - iv. All associated costs, including, but not limited to:
 - v. Installation and configuration costs, if applicable, for each Product proposed.
 - vi. Training formal classroom training, on-site training, and alternative training.
 - vii. Printed or computer-based documentation materials.
 - viii. Printed or computer-based training materials.
 - ix. Annual maintenance and support costs, and if applicable, a breakdown for each level of maintenance.
 - x. Bundled Services packages (describe individual elements comprising packages and any requirements or limitations on the offering of such packages).
 - xi. Additional fees required to provide any Service.
 - xii. Additional fees for emergency on-site support.
 - xiii. All Service fees should be itemized and include the following:
 - 1. Hourly labor rates for on-site services and estimated hours required to perform the service;

2. Hourly labor rates for off-site services (if different) and estimated hours required to perform the service;
 3. Training rates for both formal classroom training, on-site training, alternative training;
 4. Bottom line accumulated total services cost.
- i. List of references as required in Attachment A.
 - j. Evidence of financial capability to perform contract.
 - k. Contingency plan for replacement of all key personnel.

V. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria: Proposals shall be evaluated using the criteria outlined below:

Software development implementation and support

	Criteria	Assigned Point Value
1	Capabilities of the software compared with Authority's General and Functional Requirements as noted in Attachment B. • Number of the desired features that are included in the application. • The functionality of each of these features	25
2	The functionality and usability of the overall application in a contact center the size of VHDA's	25
3	The overall functionality and usability of the reporting feature including the level of detail of data capture and analysis possible with each process.	20
4	Methodology, strategy and organizational approach for implementing the application. Quality and details of the Project Plan for full implementation by December 15, 2007. Expertise of firm in project management & experience of key technical personnel.	5
5	Favorable references from at least five clients currently using the software (identified clients must have implemented the software & in the maintenance phase).	5
6	Pricing - Cost of the product including any conversion and implementation fees.	20

B. AWARD OF CONTRACT:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Authority shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Authority may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Authority determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded 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.

VI. GENERAL TERMS AND CONDITIONS:

- A. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and the City of Richmond laws, codes, rules, and regulations applicable to the work to be performed at the premises.
- B. ANTI-DISCRIMINATION BY PERSONS:** By submitting their proposal, Offerors certify to the Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements set forth herein. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- D. **IMMIGRATION REFORM & CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Authority all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Authority under said contract.
- G. **RETURN OF AUTHORITY'S RFP AND TERMS AND CONDITIONS FOR RFP:** Failure to sign and submit this RFP, along with all required information, may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Authority reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- H. **CLARIFICATION OF TERMS:** Any revisions to the solicitation will be made only by addendum issued by VHDA.
- I. **PAYMENT:**
 1. **To Prime Contractor:**
 - a. If work hereunder is performed by a subcontractor, then, within seven days after receipt of amounts paid to Contractor by VHDA for work performed by the subcontractor, Contractor must either (i) pay the subcontractor for the proportionate share of the total payment received from VHDA attributable to the work performed by the subcontractor under this contract, or (ii) notify VHDA and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - b. Contractor must provide its social security number or its federal employer identification number.

SSN or FEIN: _____

- c. Contractor must pay interest to all subcontractors on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from VHDA for work performed by any subcontractors under this contract.
- d. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- e. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- f. All services provided under this contract or purchase order shall be billed by the Contractor at the contract price.
- g. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Authority for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Authority and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Authority, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Authority.

J. QUALIFICATIONS OF OFFERORS: The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Authority further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Authority that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

K. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Authority.

L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Authority may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Authority a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Authority's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Authority with all vouchers and records of expenses incurred and savings realized. The Authority shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Authority within thirty (30) days from the date of receipt of the written order from the Authority. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Authority or with the performance of the contract generally.
- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Authority may have.
- N. **INSURANCE:** Omitted as vendor will not be on VHDA property long term. If the vendor presence on VHDA property is required for an extended period of time, Vendor must provide evidence of Commonwealth of Virginia required minimum insurance coverage. This information will be supplied at a later date and vendor must sign and provide required proof of insurance.
- O. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award any contract, as a result of this solicitation, the Authority will publicly post such notice on the VHDA web site www.vhda.com, for a minimum of 10 days.
- P. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free

workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- Q. NONDISCRIMINATION OF CONTRACTORS:** An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the Authority has made a written determination that employing ex-offenders on the contract is not in its best interest. If the award of this contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Authority shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider. (*Code of Virginia*, § 2.2-4343.1H).

VII. SPECIAL TERMS AND CONDITIONS:

A. PROCEDURES FOR CONSIDERATION OF CONTRACTUAL CLAIMS:

1. In the event of a claim by Contractor arising out of the performance of this contract, the Contractor shall submit to VHDA, no later than 60 days after final payment to the Contractor under the procurement contract, a written claim (hereinafter the "Written Claim") for money or other appropriate relief stating the facts and circumstances upon which the claim is based and the nature of the relief sought; provided, however, that unless the Contractor filed with VHDA a written notice of intention (hereinafter "Notice of Intent") to file such Written Claim at the time of the occurrence or at the beginning of the work upon which the claim is based, then the Contractor shall be deemed to have waived his claim. For purposes of this paragraph, the phrase "at the beginning of the work" shall mean within 7 days after any goods or services are first provided pursuant to the procurement contract, and the phrase "at the time of the occurrence" shall mean within 7 days of the first event giving rise to the claim; provided, however, that in instances where the event giving rise to the claim is an alleged wrongful omission or wrongful failure to act, the 7 day time period shall begin to run from the time that duty to act arose. For purposes of these Contractual Claims Procedures, a Written Claim and a Notice of Intent shall be deemed filed when it is received by VHDA.
2. Within 90 days of the filing of the Written Claim, VHDA shall conduct an initial meeting with the Contractor who shall have the right to have his/her attorneys present. VHDA shall establish the date, time and place of such initial meeting and shall give notice to the Contractor of such meeting at least 17 days prior thereto. (Such notice may be written or oral and shall be deemed to be given when received by the Contractor.) Failure by VHDA to initially meet with the Contractor within said 90 days shall be deemed a denial of the Contractor's claim. If deemed necessary by VHDA, additional meetings with the Contractor shall be held by VHDA subsequent to said initial meeting. Such additional meetings may be held after the expiration of the above-described 90-day period. Failure by the Contractor to attend any meetings under this paragraph (b) shall be deemed a waiver of the Contractor's claim. The Contractor shall have the burden of proof with regard to the claim. The

Contractor and his/her attorneys shall have the right to present witnesses, documents and other evidence in support of the claim. At each such meeting, VHDA shall be represented by the Executive Director or a person appointed by the Executive Director. VHDA shall also have the right to have its attorneys present at each meeting and to present witnesses, documents and other evidence in support of the claim.

3. All such meetings shall be conducted on an informal basis, and the rules of evidence shall not apply. Witnesses shall not be sworn, nor shall recordings or transcripts be taken or made of any meeting. VHDA and the Contractor may agree to record or transcribe any meeting, however, such recording or transcript shall be admissible in any court or any other tribunal unless the written agreement shall expressly so provide.
4. Within 60 days after all such meetings have been completed, the Executive Director, or any person appointed by the Executive Director, shall present his/her recommendation regarding such claim in writing to VHDA's Board of Commissioners (hereinafter the "Board"). The Contractor shall have the right to receive a copy of said recommendation. Within 75 days after the Executive Director or her appointee submits said recommendation to the Board, the Board shall render its decision in writing with regard to the claim. In the event that the Executive Director, or any person appointed by the Executive Director, does not present his/her recommendations within said 60-day period or in the event that the Board does not render such decision within said 75-day period, the Contractor's claim shall be deemed to have been denied. Nothing herein shall preclude the Executive Director or any person appointed by the Executive Director from conducting informal negotiations with the Contractor on the claim or from settling the claim.
5. The decision of the Board shall be final and conclusive unless the Contractor appeals within six months of the final decision on the claim by the Board by instituting legal action as provided in § 2.2-4364 of the Virginia Public Procurement Act.
6. The provisions and procedures set forth in this Section VII (A) may be modified or amended by written agreement between the Contractor and VHDA.
7. Procedures set forth herein shall apply only to disputes arising out of the performance of a procurement contract and of a contractual nature. They shall not apply to disputes arising out of or relating to any other matters, including but not limited to, any of the following:
 - a. disqualification of bidders or Offerors from participation in the bidding or competitive negotiation process;
 - b. withdrawal of proposals; or
 - c. disputes concerning the award or proposed award of contracts.

B. INDEMNIFICATION REQUIREMENTS:

1. The Offeror shall defend, indemnify, and save the Authority harmless from any loss or damage to property or any injury to or death of an employee or anyone else of the Authority arising out of the performance of this contract, excepting negligence or willful act of the Authority.
2. The Offeror agrees to defend, hold harmless and indemnify the Authority from and to maintain liability insurance protecting the Authority from any liability for the acts of the Offeror, including but not limited to, personal injury, property damage, defamation of character, and contractual and workmen's compensation.

- C. **INDEPENDENT CONTRACTOR:** The successful Offeror's relationship with the Authority shall be as an independent contractor and such Agreement shall not appoint or authorize such Offeror as an agent for the Authority.
- D. **COMMONWEALTH OF VIRGINIA BUSINESS LICENSE:** Before receiving an award, the successful Offeror shall furnish the Authority with proof of a Commonwealth of Virginia Business License.
- E. **CONFIDENTIALITY - USE OF INFORMATION PROVIDED TO OFFEROR:** The information (other than information made available by VHDA to the public) provided to the Offeror by VHDA is considered confidential and exclusively for the use of VHDA. The Offeror's staff members are not authorized to disclose such information or their opinions and findings in connection therewith to any person not employed by the Offeror or VHDA unless Offeror(s) has received VHDA's approval to do so. Any documents (other than documents made available by VHDA to the public) received from or produced for VHDA shall not be disseminated by Offeror(s) to any person not employed by Offeror(s) unless VHDA approves such dissemination.
- F. **SPECIAL CONDITIONS:** The request for proposal in no way constitutes a commitment on the part of VHDA to purchase, lease or otherwise acquire the services described in the RFP from any of the Offerors.
- G. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Authority, whichever is sooner. The Authority, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- H. **CANCELLATION OF CONTRACT:** The Authority reserves the right to cancel and terminate for its convenience any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- I. **CONFIDENTIALITY:**
1. **Confidentiality (Commonwealth):** The Authority agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
 2. **Confidentially (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. At close of business relationship with offeror, offeror agrees to provide all data collected and hosted on its systems to VHDA. Once data has been provided to VHDA, the offeror will certify that the data proprietary to VHDA is removed fully from offeror's systems using methods acceptable to VHDA. Contractors and their

employees working on this project will be required to sign the Confidentiality statement in this solicitation.

- J. DEFINITION - EQUIPMENT:** As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.
- K. DEFINITION - SOFTWARE:** As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.
- L. DISASTER RECOVERY:** During the Term of the contract offeror will maintain disaster recovery plans in accordance with reasonable software hosting industry standards. Offeror will use Commercially Reasonable Efforts to provide the ASP Services in accordance with the requirements of this ASP Services Agreement if unexpected events occur such that offeror declares, based on its reasonable, good faith determination (which determination shall be coordinated with Client), that a disaster has occurred, which may require Offeror to provide ASP Services from facilities other than the offeror Facilities. Offeror will promptly notify Client of any circumstances likely to give rise to the determination that a disaster has occurred and the effect on the ASP Services anticipated there from.
- M. LATEST SOFTWARE VERSION:** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- N. LIMITATION OF USE:** The Authority's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Authority shall have at a minimum:
1. Use of the number of software seats the Authority has purchased the license or usage fee for.
 2. Authorization to install or use the number of seats the authority has purchased the license for or usage fee for on a secondary/backup system.
 3. The right to make a backup copy for safekeeping.
 4. The right to combine the software with other programs or materials at the Authority's risk.
 5. The right to reproduce any and all documentation provided such reproduction is for the sole use of the authority. These rights will remain in force until the final closeout of the license or hosting agreement in the event of any actual or alleged breach by the Authority, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.

Alternate for Application Service Provider:

Line 2: Offeror will transfer number of seats used by the Authority to its secondary system without charge.

Line 3: Offeror may be asked by the Authority to maintain a backup copy for Authority use. Offeror will in making said backup copy adhere to standard fee schedule as listed in contract.

Line 4: the right to combine the software with other programs or materials at the Authority's risk. Such combination will be permitted to the extent that the systems of the offeror would not be at risk or harm by doing so.

- O. OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Authority. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Authority to evidence the Authority's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- P. PRODUCT SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- Q. QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Authority reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- R. SERVICE REPORTS:** Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
- S. SOFTWARE UPGRADES:** The Authority shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- T. SOFTWARE DISPOSITION:** Unless otherwise instructed by the contractor, the Authority shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the Authority does reserve the right to retain one copy of the software for archival purposes when appropriate.
- U. SOURCE CODE:** In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Authority shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Authority shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Authority in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- V. VENDOR CEASING OPERATIONS:** If the offeror plans to cease supporting/hosting the system VHDA is using, the Offeror is to provide VHDA with all VHDA data in a usable format. Offeror personnel are to provide full cooperation as requested by VHDA on such matters.
- W. TERM OF SOFTWARE LICENSE:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Authority reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any

number of users, and for any purposes for which it is procured. The Authority further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

- X. THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- Y. TITLE TO SOFTWARE:** By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- Z. WARRANTY AGAINST SHUTDOWN DEVICES:** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
- AA. SECURITY REQUIREMENTS:** If an Application Service Provider ASP solution is accepted the offer must meet the following conditions:
1. The offeror's physical security systems, arrangements, policies and procedures must be FOUND SUFFICIENT to VHDA.
 2. The Offeror's IT security architecture, and procedures and access to hosted data procedures must be acceptable to VHDA
- BB. RENEWAL OF CONTRACT:** This contract may be renewed by the Authority for 5 successive 1-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Authority's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Authority elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Authority elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- CC. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Authority. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Authority the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- DD. SMALL BUSINESS SUBCONTRACTING/EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- EE. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Housing Development Authority will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Virginia Housing Development Authority has purchased or uses its products or services.
- FF. OBJECTION TO TERMS:** An Offeror may object in writing to any term(s) or condition(s) in this proposal. Such objection shall be an attachment to the Offeror's proposal, signed by a representative of the Offeror, and list by section (either standard or special terms and conditions) and letter(s) of the term(s) or condition(s). The Offeror shall propose an alternate form, acceptable to the Offeror, of each term or condition objected to. The Authority will discuss the differences about terms and conditions with firms selected for the negotiation phase. Any modification of terms proposed as a result of negotiations must be approved by the Procurement and Legal Departments of the Authority before they are included in the contract. The Authority reserves the right to state that the content of any term or condition is non-negotiable.

VIII. METHOD OF PAYMENT

Contractor shall invoice the Authority no less than monthly. In accordance with the Commonwealth of Virginia Prompt Payment Act, payment terms shall be net 30 days from the receipt of a proper invoice by VHDA. Invoice shall include detailed list of persons providing the service, hours of service provided and their contracted prices for services provided. The invoice shall also list the Contract number, date of invoice, remittance address and any discounts offered for early payment. The invoice shall be mailed to the address listed on the purchase order.

IX. ATTACHMENTS

		Page Number
Attachment A	Contractor Data Sheet	A-1
Attachment B	Specific Features Required of Software	A-2
Attachment C	VHDA IT Data Architecture	A-6
Attachment D	Special Terms & Conditions yet to be definitized	A-11

**ATTACHMENT A
CONTRACTOR DATA SHEET**

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. The Offeror's signature on the cover of this solicitation indicates that the Offeror certifies such.
2. **YEARS IN BUSINESS:** Number of years in business providing the types of services described in this solicitation _____ Years _____ Months. Year business organized _____
3. **TYPE OF BUSINESS:** This information is requested for informational purposes only. Please indicate if your firm is one or more of the following:

☐ SMALL BUSINESS
☐ WOMAN-OWNED BUSINESS
☐ MINORITY-OWNED BUSINESS
☐ SHELTERED WORKSHOP

☐ INDIVIDUAL BUSINESS
☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP
☐ CORPORATION
4. **REFERENCES:** Provide a list of at least 5 current references, for services performed on similar projects as specified in Section II. Include the length of service, year contract was entered into, and the name and address of the person the Agency can contact to verify the Contractor's qualifications. Such listing shall be comprehensive of your firm's customer base.

COMPANY NAME AND CONTACT INFORMATION	ADDRESS (Street; City, State ZIP)	PHONE NUMBER	SERVICES DELIVERED

**DOCUMENTATION/INFORMATION REQUESTED ON THIS PAGE MUST BE PROVIDED IN THE
OFFERORS PROPOSAL OR THE PROPOSAL MAY BE REJECTED BY VHDA. OFFEROR MAY
RETURN THIS PAGE, COMPLETED, TO SATISFY THIS REQUIREMENT.**

ATTACHMENT B

General Business Requirements

The table below lists the general business requirements. Each requirement has been ranked by relative importance as “H” (High), “M” (Medium) and “L” (Low).

- “H” priority requirements are **“must haves”** – the solution must address the requirement in some fashion.
- “M” priority requirements are those that are important, but a solution that cannot address the requirement may not necessarily be eliminated.
- “L” priority requirements, in general, are documented as **“nice to haves”**.

#	Rank	Requirements
G1.0	H	When a customer contacts VHDA for the first time we need to be able to save some customer information and some information about the contact. Each subsequent contact by the same person should result in a new contact record. For example, if a customer calls VHDA for the first time on Tuesday we would record the customer information and the call information. If the same customer calls back later that day (or any day following Tuesday), we would not need to record the customer information but we would need to record the contact information.
G2.0	M	Contacts may generate follow-up requests and tasks that must be managed. Most of the follow up tasks will be either requests for information to be mailed or requests for information that require a return call/email.
G3.0	M	We would like to be able to automatically generate and print surveys to send to customers.
G4.0	H	We would like very robust reporting functionality
G5.0	H	Our existing customer and contact data must be converted\loaded into the new database.
G6.0	H	The application must allow for different security roles such as customer service representative, follow-up associates, manager and system’s administrator. These roles should define what associates have access to and the type of access (such as read only, update, delete).
G7.0	H	The customer data must be kept indefinitely
G8.0	H	If the application is an in-house solution, it must fit with in VHDA’s Architectural standards (see Attachment _C_).

Detailed Functional Requirements

The table below lists the detailed functional requirements. Each requirement has been ranked by relative importance as “H” (High), “M” (Medium) and “L” (Low).

- “H” priority requirements are **“must haves”** – the solution must address the requirement in some fashion.
- “M” priority requirements are those that are important, but a solution that cannot address the requirement may not necessarily be eliminated.
- “L” priority requirements, in general, are documented as **“desired”**.

#	Rank	Requirements
1.1	H	There should be a method of searching existing customer records before adding a new customer. The allowable searches should include last name, phone number, last four digits of the social security number and date of last contact. Maybe Zip Code
1.2	H	If customer has multiple contacts we need to be able to view a summary of the contacts (from newest to oldest). (History of contacts)
1.3	H	Customer information should include: - o Name - o Address - o City, State - o Phone (multiple numbers, i.e. home, work, cell, etc.) - o Notes - o Last four of social security number - o Preferred language
1.4	H	Contact information should include: - o The source of the contact: phone, email, etc. - o The reason for the contact such as requests for information to be mailed - o What led to the specific contact such as a specific radio promotion - o All associated follow-up tasks this contacted generated - o Comments
1.5	L	Would like the ability to automatically search and display customers upon the incoming phone number for phone contacts. (Automatically pop a screen of possible matches at the same time the phone call is routed to the associate).
1.6	M	Would like to be able to have the ability for in-house applications to programmatically insert new customers, contacts and follow-up tasks into the system for requests originating via the internet. (Link to other VHDA applications)
1.7	M	We would like the ability to allow access to a request for information that customers outside VHDA could access via the intranet. The outside customers should only be able to input new information (they cannot search for their information). The application should try to match these requests to existing customers before creating new customer records.
		The application should automatically store the date, time and name of

#	Rank	Requirements
1.8	M	VHDA associate who created each contact.
1.9	M	The application should automatically store the date, time, and the name of VHDA associate who last modified any contact.
2.1	M	Would like the ability to assign and notify, via an email generated by the application, the associate(s) responsible for the follow-up task(s). The email should provide detailed information about the task or include a link that will directly access the assigned task information. E-mail routing of tasks/action items.
2.2	M	We need to be able to store information about all follow-up tasks. This information should include: - o A description of the task - o Link to the customer and specific contact that generated the task - o Who the task was assigned to - o The date and time the task was assigned - o The due date of the task - o The status of the task - o Comments
2.3	M	We need to be able to actively manage all follow-up tasks. This management would include the ability to view all tasks and then view tasks based upon specific filters such as all open tasks, all over due tasks and all tasks assigned to a specific person.
2.4	M	Would like the associate that was assigned the task to have the ability to update their specific task record(s) such as change the status or add a comment.
2.5	M	If customer is requesting specific documents that will be mailed, we would like the ability to select from pre-populated list of available items.
2.6	M	Would like the ability to indicate if the requested mailed information needs to be in Spanish.
2.7	M	One of the follow-up tasks would be to compile and mail requests for information. We would like to a fulfillment 'module' to assist in this function. This 'module' should provide the ability to actually fulfill each request. This includes printing a custom cover letter, the appropriate brochures (from PDF files) and a pick list for preprinted materials not available electronically. The cover letter and printed materials would vary based upon the receiver's zip code.
2.8	M	If the customer has more than one request for mailed material pending, we would like the application to consolidate into one request.
2.9	M	The application should automatically store the date, time, and name of VHDA associate who last modified the follow-up task.

#	Rank	Requirements
3.1	L	Surveys: The customers who will receive the survey should be selected based upon certain filtering criteria.
3.2	M	We would need to store information about the surveys. The stored information should include: - o Date the survey was sent - o Criteria for the survey selection - o Names of the customers the survey was sent to - o Survey questions - o Who responded - o Response information
3.3	M	Would also need to be able to actively manage all the surveys. This management would include the ability to build the survey, print the survey, input responses and report on the results.
4.1	H	We would like the ability to create reports that can be saved and run by those with the appropriate security role.
4.2	H	We would like the ability to easily create ad-hoc queries; to pull and filter data without having to write complicated SQL statements.
4.3	H	We would like the ability to extract the data and to load it into other applications such as Microsoft Excel.
4.4	H	We would like the ability to allow access to different reports based upon the security role the associated has been assigned.

ATTACHMENT C
VHDA IT DATA ARCHITECTURE

VHDA's IT DATA ARCHITECTURAL STANDARDS are as follows:

CATEGORY	STANDARD
Infrastructure	
Network	LAN, WAN, Wireless
Protocols	TCP/IP
Communication	Fast Ethernet 100BaseT
Networked Storage	HP Enterprise Virtual Arrays
Backup Management	Symantec NetBackup
Data	
Database	SQL 2000, SQL 2005
Report Writer	Cognos
Data Integration/Transaction Processing	IBM Datastage
Hardware	
Server	HP Proliant Series
Desktop Computers	HP Business Desktop/Workstation
Laptops	HP Business
Monitors	HP Business Flat Panel
Digital Cameras	Olympus, Canon
PDA's	HP iPAQ and Blackberry
Printers	HP LaserJet
Multifunction Devices	Canon imageRUNNER
Software	
Server Operating System	Microsoft Windows 2003 R2 32-bit/64-bit
File Services	Microsoft NTFS
Print Services	Microsoft
Directory Services	Microsoft Active Directory/LDAP
Web Server	Microsoft IIS
Web Development	ASP.NET Version 2.0
Web Content Management	Ektron
E-Mail/Post Office	Microsoft Exchange Enterprise 2003
Thin Client	Citrix Presentation 4.0/Web Interface
Desktop Faxing	Biscom Faxcom, Captaris RightFax
Desktop Operating System	Microsoft Windows XP Professional SP2
Laptop Operating System	Microsoft Windows XP Professional SP2
Internet Browser	Microsoft Internet Explorer 6.0 SP2, Safari
Anti-Virus	Symantec Norton
Office Automation	Office 2000 Professional, Office 2003 Professional

VHDA-Hosted Application Technical Requirements

General

- Must be compatible with VHDA current architectural standards (Section 1).
- Must be compliant with Section 508 (of the Rehabilitation Act).
- Must allow a method of integration with VHDA systems.
- Must have a Graphical User Interface (GUI) that is deemed user-friendly and follows standard interface design.
- If applicable, must provide an administrator interface.
- Must provide documentation for product architecture and roadmap.
- Must provide documentation for system requirements, including workstation and server.
- Must support leap years, all time zones, daylight saving time, and date format of MM/DD/YYYY.
- Must support service-oriented architecture (SOA) where appropriate.

Network and Security

- Must be compliant with Gramm-Leach-Bliley Act, including e-mail and file transfers.
- Must be compliant in whole or part with any security-related laws enacted that apply.
- Must use a minimum 128-bit (or higher if available) encryption method on all data transmissions.
- Must require user authentication and authorization of users, passwords, and group associations. Must allow Windows Authentication using Microsoft Active Directory Services where possible without required updates to schema.
- Must have password set policy and forced password expiration in place.
- Must allow more than one system administrator.
- Must allow for creation of user groups based on business roles with edit access to different sets of fields.
- Must be able to assign a user with view-only security.
- Must not provide our data to any third party source without our written permission.

Data and Data Analysis

- Must support ANSI standards for SQL 99 (required) and SQL 2003 (preferred).
- Must be compatible with ODBC and either OLEDB or ADODB if possible.
- Must provide a data model to understand data structure for ease of reporting.
- Must allow ease of exporting data into standard analysis tools.
- Must maintain an audit history (who did what & when) of records created, modified, or deleted.
- Must show how missing data are represented in database and how null fields are stored.
- Must show how much open access is provided for database.
- Must provide a method to programmatically integrate with application.
- Must allow transaction processing.

Services and Support

- Must provide procedures and written documentation for trouble escalation and technical support.
- Must provide a service level agreement (SLA) to guarantee a level of optimal service.
- If not utilizing a VHDA-provided test plan template must provide test plan and documentation. Must provide a refined test plan with testing results.
- Must provide disaster recovery/business continuity strategy or procedures.
- Must allow for multiple non-production environment(s) for testing and training scenarios.
- Must allow VHDA to test new releases before moving to the production environment.
- Must provide minimum of quarterly notification/documentation prior to release of new patches & product versions.
- Must provide a method for customers to submit requests for enhancement and bug fixes.
- Must provide at minimum technical support between 7am –7pm EST/EDT Monday through Friday.

Vendor-Hosted Application Technical Requirements

The following requirements apply to vendor-hosted or Application Service Provider (ASP) applications.

General

- Must be compatible with VHDA current architectural standards (Section 1) as appropriate.
- Must be using an application service provider (ASP) model through a web-browser using HTML or through software client provided by vendor.
- Must be compliant with Section 508 (of the Rehabilitation Act).
- Must have a Graphical User Interface (GUI) that is deemed user-friendly and follows standard interface design.
- If applicable, must provide an administrator interface.
- Must be compatible with Internet Explorer 6, Internet Explorer 7, Safari, and Firefox web browsers.
- Must provide documentation for product and network architecture and roadmap.
- Must provide documentation for system requirements, including workstation and server.
- Must support leap years, all time zones, daylight saving time, and date format of MM/DD/YYYY.

Network and Security

- Must provide high availability architecture.
- Must be on a secure SSL site.
- Must track and monitor end-to-end network.
- Must be able to secure own network traffic and manage priority traffic across other networks.
- Must provide minimum thresholds for network latency and availability.
- Must provide network performance measurement method and report.
- Must provide load rebalancing.
- Must provide optimal performance and response at all times including peak use hours.
- Must provide network security assessments, documentation, and report.
- Must provide regular data backups and periodic report of regular backups.

- Must have stated policy for full and incremental backups of VHDA data.
- Must have stated policy for data retention.
- Must be compliant with Gramm-Leach-Bliley Act, including e-mail and file transfers.
- Must be compliant in whole or part with any security related laws enacted that apply.
- Must use a minimum 128-bit (or higher if available) encryption method on all data transmissions.
- Must provide user access to system with full functionality and security from any Internet connection and compatible web browser.
- Must require user authentication and authorization of users, passwords, and group associations.
- Must store all sensitive data used in authenticating the user, including passwords, using a minimum of 128-bit encryption.
- Must have password set policy and forced password expiration in place.
- Must allow more than one system administrator.
- Must allow for creation of user groups based on business roles with edit access to different sets of fields.
- Must be able to assign a user with view-only security.
- Must not provide our data to any third party source without our written permission.

Data and Data Analysis

- Must allow a secure method for data feed.
- Must provide method for VHDA to periodically receive a back-up copy of its data.
- Must provide a data model to understand data structure for ease of reporting.
- Must allow ease of exporting data into standard analysis tools.
- Must maintain an audit history (who did what & when) of records created, modified, or deleted.
- Must show how missing data are represented in database and how null fields are stored.
- Must show how much open access is provided for database.

Services and Support

- Must provide procedures and written documentation for trouble escalation and technical support.
- Must provide a service level agreement (SLA) to guarantee a level of optimal service.
- If not utilizing a VHDA-provided test plan template must provide test plan and documentation. Must provide a refined test plan with testing results.
- Must provide adequate disaster recovery in the event that primary processing location is unavailable.
- Must provide non-production environment(s) for testing and training scenarios.
- Must allow VHDA to test new releases before moving to the production environment.
- Must provide a minimum of quarterly notification and documentation prior to release of new patches and product versions.
- Must provide method for customers to submit requests for enhancement and bug fixes.
- Must provide at minimum technical support between 7am –7pm EDT/EST Monday through Friday.

ATTACHMENT D
SPECIAL TERMS & CONDITIONS YET TO BE DEFINITIZED

The clauses below will be binding on each offeror. VHDA will include the specifics of each clause in the final contract after negotiation with the successful offeror. The specifics of each clause are in part determined by the system the offeror proposes and the offeror's procedures as interpreted by VHDA.

CERTIFICATION TESTING PERIOD - SYSTEMS: The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The (will be specified in final contract)____day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

EXCESSIVE DOWNTIME: Software furnished under the contract shall be capable of continuous operation except when maintenance activities by the authority or offeror are in progress. Should the software become inoperable for a period of more than _____ hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of in operability shall commence upon initial notification. In the event the software remains inoperable for more than _____ consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the Authority. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within _____ days following the request for replacement. Liquidated damages in the amount of \$ 500 per day will be assessed for any failure to have an operational system in place _____ days following request

Alternate for use by Application Service Provider:

The Application Service Provider (ASP) will guarantee the Authority _____ hours of availability per day. Exceptions to this guarantee will be for offeror's maintenance of the software/platform/services provided to the Authority or the offeror's overall system architecture. Offeror is to notify the Authority days in advance of any outage scheduled outside of the daily hours of non availability. Offeror will provide the authority the date and time any outage scheduled outside of the daily hours of non availability will begin and end. Offeror will notify the authority of the actual end of the outage. If an unplanned outage occurs or becomes necessary the offeror will notify the Authority _____ hours before or _____ hours after the outage begins. Offeror will notify the Authority when the unplanned outage ends and when resumption of Authority operations is possible.

MAINTENANCE: Upon expiration of the specified warranty period and at the Commonwealth's option, the contractor shall provide up to _____ additional one-year periods of on-site maintenance (including labor, parts, and travel). Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the _____ category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the Authority in writing at least ____ days prior to expiration of the existing maintenance period.

SERVICE PERIOD (EXTENDED): Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support, including state holidays. On-site response time shall be within _____ hours following initial notification. All necessary repairs or corrections shall be completed within _____ hours of the initial notification.

WARRANTY OF SOFTWARE: The contractor warrants the operation of all software products for a period of ____ months from the date of acceptance. During the warranty period, the contractor shall provide _____ hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within _____ hours of initial notification.