

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201
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REQUEST FOR PROPOSALS NUMBER 37-09

Sealed proposals will be received in hand in the Office of the Arlington County Purchasing Agent, in Suite 500, #1 Courthouse Plaza, 2100 Clarendon Boulevard, Arlington, VA 22201, until 2:00 p.m. on the 6th day of January, 2009 for:

PROVISION AND INSTALLATION, OF AN INTEGRATED SYSTEM THAT PROVIDES A COMPLETE SOFTWARE SOLUTION TO ADMINISTER A FEDERALLY FUNDED HOUSING CHOICE VOUCHERS PROGRAM (PREVIOUSLY KNOWN AS SECTION 8) AND LOCALY FUNDED HOUSING PROGRAMS FOR THE DEPARTMENT OF HUMAN SERVICES (DHS) WITH AN OPTIONAL SOLUTION TO DETERMINE IF IT COULD ALSO BE USED TO ADMINISTER LOCAL/STATE BENEFIT PROGRAMS.

At time, date, and place above, proposals will be opened.

AN ADVANCE NONREFUNDABLE FEE OF \$5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure. Arlington County does not discriminate against faith-based organizations.

Arlington County, Virginia



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SPEC

Acronyms

APS - Arlington County Payment Standard
CASE - Client and Service Event System
CR - Credit
DHS - Department of Human Services
DR - Debit
DVP - Disaster Voucher program
EID - Earned Income Disallowance
FMR - Fair Market Rents
FSS - Family Self-Sufficiency
HAP - Housing Assistant Payment
HOPWA- Housing Opportunities for persons with AIDS
HQS - Housing Quality Standards
HUD - Housing & Urban Development
LASER - Locality Automated System Expenditure Reimbursement
system
MST - Modern Software Technology
PHA - Public Housing Authority
PHAS - Public Housing Accounting System
PIC - PIH Information Center
PIH - Public and Indian Housing
PRISM- Planned Re-Engineering for Information Systems Management
REAC-FASS- Real Estate Assessment Center-Financial Assessment
Subsystem
SEMAP - Section Eight Management Assessment Program
SPIDeR - Systems Partnering in a Demographic Repository
TANF - Temporary Assistance to Needy Families
UAP - Utility Assistant Payment
VMS - Voucher Management System
50058- HUD Monthly report form

INTRODUCTION

Arlington County, Virginia is soliciting proposals from offerors having experience and qualifications in the area identified in this solicitation. Proposals must contain evidence of the offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by the County may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the offeror's expertise in the area of this solicitation.

A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The selection committee will rely primarily on the proposals submitted in selection of finalists and, therefore, offerors must emphasize specific information considered pertinent to the project and submit all information requested. The County may make award of this Contract or initiate negotiations with one or more offerors without further contact with other offerors. Evaluation of the proposals will include the criteria listed elsewhere in this solicitation.

BACKGROUND

Arlington County Department of Human Services ("DHS") is soliciting proposals for the provision, installation, and set-up of an integrated Software solution to assist in the administration of the Housing Choice Vouchers (previously known as Section 8) and Local Housing Programs. The software solution shall have the functionalities to administer these two housing programs. The Local Housing Programs provide rental subsidy for elderly, disabled, working family with children and client residing in a project based supportive housing unit. Also, qualified Arlington home owners receive a yearly grant through the local housing programs.

In addition, DHS would like to see a demonstration of this software solution to determine if it could also be used to administer Local/State Benefit Programs. Benefit Programs distribute monetary benefits to clients who meet specific eligibility requirements.

Currently the County uses Public Housing Authority Software (PHAS) for Housing Choice Voucher and CASE mainframe for local Housing and Benefits programs. The purpose of this RFP is to solicit proposals that will replace the current systems. The system will operate within the existing technical environment of the County.

The estimated completion date of the project is July 30, 2009. The actual completion date will be subject to negotiation.

I OVERVIEW

Arlington County is an urban area of about 26 square miles located directly across the Potomac River from Washington, DC. No incorporated

towns or cities lie within Arlington's boundaries. The County's central location in the Washington metropolitan area, its ease of access by car and public transportation, and its highly skilled labor force have attracted an increasingly varied residential and employment mix. In 2007, the County population was 202,190, an increase of about 6.6 percent since 2000. Arlington's population is among the most highly educated in the nation, with about 90 percent of Arlington's high school graduates going on to college. Residents are actively involved in the community; there are over 60 civic associations and over 100 community and service organizations in the County. The County has over 200,000 jobs, with the majority of jobs in the Services sector (44 percent) and government (29 percent).

DHS is the largest County Department and has grown in scope of services provided and in its organizational structure. The current 686 employees are organized within the following divisions:

- Child and Family Services Division
- Aging and Disability Services Division
- Economic Independence Division
- Behavioral Health Division
- Public Health Division
- Planning and Administration Division and Director's Office

DHS is funded through Federal, State, and local funds amounting to \$101 million in the FY 2008 budget. The Department complies with all State and Federal laws and financial regulations.

Further information is available from the County website at:

<http://www.arlingtonva.us>.

Broadly, the successful Offeror will be required to:

- Provide a system which meets the identified functional requirements.
- Convert the existing data to the new system.
- Assist in the process of integrating related applications with new system.
- Train County staff in system use, and support the new system.

II EXISTING COUNTY TECHNICAL ENVIRONMENT

A. Network Infrastructure

The County operates a network based on Microsoft's Active Directory for authentication into the INET and is made up of Windows 2000 and 2003 Servers. Exchange 2003 is the current County email platform utilizing the Outlook client on the desktop. Plans are being developed to migrate to Exchange 2007 and Windows Server 2008 in the next 18 months. Several different storage area networks are employed within the enterprise and are based on a tiered structure for data storage. Applications requiring tier 1 storage use a pair of DMX 1000's that are connected via fiber and use SRDF for replication of data. Tier 3 storage typically resides on EMC AX4 or Dell CX300 platforms.

B. Client/Server Environment

The client-server environment supports the County's enterprise and departmental applications. These applications range from the Circuit Court land records, Parks and Recreation's class registration, Permits Plus for tracking building permits to enterprise applications such as PRISM HR and Financial Oracle E-Business suite, County Internet Web site and AC Source Oracle Portal for the intranet. Typical Hardware Configuration(s) for servers are Dell R-900 for large database applications and Dell 2950 servers for standard applications. The R-900 is a quad processor box based on Intel's Quad core processor with a minimum of 32 GB of RAM, 5 hard drives configured in a combination of mirrored and RAID 5. The Dell 2950 servers are a dual processor box based on Intel's quad core processor with a minimum of 16 GB of RAM, 5 hard drives configured in a combination of mirrored and RAID 5.

The enterprise backup solution is configured to use a disk-to-disk-to-tape setup to backup. The County backup system is a Dell ML6020 configured with 6 LTO3 drives using Veritas Net backup 6.5.2. It is fed via 2 Dell 2950 media servers that pull the data from the virtual tape library stored on an EMC Clarion unit. Backup jobs are configured using a method of nightly incremental, weekly full backups and then monthly backups. Tapes are duplicated and stored off site at a secure storage facility. Tapes are retained for 1 year prior to reuse.

C. Mid-Range Computing Platform

The County supports a mid-range platform for its larger, non-mainframe-based applications, including the DHS Housing choice voucher System, Water Utility Billing System, the Library's on-line catalog, and the Public Safety Records Management System.

Hardware Standards:

IBM i5 series Model i520, RS6000 (9 years old), HP Tandem

Operating Systems:

OS/v5r3, AIX (Unix), Unix

Operating System Standard: Desktop Computing Environment

Hardware Standard:

• Desktop

-Processor: 2.3 Ghz Core Dual	-Optical Media: DVD-RW/CD-RW Drive
-Hard Drive: 80 GB	-Floppy Media: 3.5"
-RAM: 2 GB	-Video Card: 256 MB
-NIC: 10/100/1000 Ethernet	-Sound: 64 Bit Sound Card
-Monitor: 19" LCD Flat Panel	

• Laptop

-Processor: 2.1 GHz Core Dual	-Video Card: 256 MB
-Hard Drive: 80 GB	-Optical Media: DVD/CD-RW Drive
-RAM: 2GB	-Floppy Media: None
-NIC: 10/100/1000 Ethernet	-Sound: 64 Bit Sound Card
-Wireless A/B/G	-Biometric Fingerprint Reader

Operating System Standard:

Desktop operating systems are primarily Windows XP SP2

Workforce Productivity Tools:

Microsoft Office 2003 Professional	• Attachmate 6.5
Outlook	• PRISM
Internet Explorer 6.1 sp2	• Adobe Acrobat Reader
Symantec's Norton Antivirus Corporate Edition	

E. State Connectivity

Connectivity to Virginia State networks is maintained via Wellfleet and Cisco routers using T1 ATM (telecom) and Private Rate Interface circuits. Connectivity to state agencies via ATM T-1 circuits is subject to changes as determined by the Virginia Department of Information Technology.

F. Overview of Arlington County Housing Choice Voucher Program

The Arlington County Housing Choice Vouchers Program consists of the following sub-programs:

Moderate Rehabilitation No. 2	35 Units
Vouchers	1461 Units
HOPWA	10 Units
DVP	1 Unit
Shelter plus Care	25 Units

Total authorized units under ACC: 1532
Number of units under lease: 1393
Number of landlords: 271
Monthly HAP and Utility payments: \$1,075,324.00

1. HARDWARE CONFIGURATIONS

The current Housing Choice Voucher program software operates on IBM i5 series (model i520) mainframe computer, operating system v5r3. The County plans to upgrade to v5r4 operating system by June 30, 2009.

2. SOFTWARE ENVIRONMENT

Currently the County uses Public Housing Authority Software (PHAS) by Modern Software Technology Inc. to administer the Housing Assistance programs and processes payments in its Enterprise Financial system, Oracle Financials (PRISM).

G. Overview of Arlington County's Local Housing and Benefit Programs

1. Arlington County's Local Housing Program consists of the following programs:

- Housing Grants
 - Elderly
 - Disabled
 - Working Family
- Project Based Housing Grants
- Home Owner's Grants

2. Arlington County's Benefit Programs consist of the following programs:

- Auxiliary Grant
 - Institutional Aged
 - Institutional Disabled
 - Adult Foster Care Aged
 - Adult Foster Care Disabled
- General Relief Emergency
 - Rent/Mortgage
 - Utilities
 - Clothing
 - Medical
- General Relief Burial
- Refugee Cash/Medical Assistance
- TANF Unemployable (Replacement Checks)

3. Hardware Configuration

The current Local Housing and Benefit programs software operates on mainframe (IBM Enterprise 3000, model 7060H30), single 60-MIPS CPU.

4. Software Environment

For the administration of these programs, the County uses an in-house developed system written in COBOL, CICS, and IDEAL, known as CASE. For payment processing the County uses its enterprise financial system, ORACLE Financials (PRISM).

The selected system has to convert data from the following existing two legacy systems.

- **Public Housing Authority System (PHAS)**

PHAS by Modern Software Technology Inc. (MST) is currently used to administer the Housing Choice Voucher Program. The system resides in IBM series platform and the software is written using RPG language. This system interfaces with the County's financial system (PRISM) for the issuance of checks.

- **CASE Mainframe**

The CASE mainframe system is currently used to administer the Local Housing and Benefits program. This system interfaces with the County's financial system (PRISM) for the issuance of checks.

The selected system has to have interface with the county's financial system (PRISM) for the issuance of checks.

- The County uses Oracle's e-Business Suite as its integrated financial and human resource management system (PRISM)
- The application (PRISM) is hosted at Oracle On Demand at a remote location.
- The application includes numerous financial functions: General Ledger, Accounts Payable, Core Purchasing, Fixed Assets, Cash Management, Property Manager, Public Sector Budgeting, expense and procurement.
- Currently, a Flat File Transfer (FTP) is sent to the PRISM Accounts Payable module on a scheduled basis. Payments are produced for Housing Choice Vouchers program from the PRISM Accounts Payable module. This functionality should remain in PRISM.

SCOPE OF SERVICES

I GENERAL REQUIREMENTS

A. SPECIFIC FUNCTIONAL REQUIREMENTS FOR HOUSING CHOICE VOUCHER

1. WAITING LIST

- a. Create record for each waiting list applicant and members according to waiting list rules.
- b. Functions/features must include, but not limited to:
 - (1) Declare applicant ineligible.
 - (2) Identify delinquent previous head of household or spouse by checking SSN, name, or System generated ID.
 - (3) Perform appropriate ordering of applicants based on preferences and status.
- c. Maintain data for each waiting list applicant.
- d. Record creation/maintenance to allow handling of repeating data.
 - e. Determine federal preferences:
 - (1) Involuntarily Displaced
 - (2) Substandard Housing
 - (3) Paying more than 50% of income for rent
 - f. Determine local preferences:
 - (1) Live in Arlington County
 - (2) Work in Arlington County
- g. Provide on-line browse capability by SSN, name, Unit size
- h. Provide current count of applicants in waiting list
- i. Letters, forms and worksheets
The system must be able to generate and update letters, HUD approved forms and worksheets.
 - 1) Notification of placement on waiting list
 - 2) Application for assistance denied
 - 3) Appointment of representative
 - 4) Housing discrimination complaint
 - 5) Notes on case
- j. Must be able to track letters sent (by date and worker)

2. INITIAL APPLICANT

- a. Create forms and mail-outs for application session for predetermined number of applicants, including notification to delinquent applicants.
- b. Change status from pre-applicant to applicant.
- c. Create applicant and member records.
- d. Update applicant and member records:
Applicants who do not qualify are terminated from both applicant and waiting list active files, and place in an inactive status; but, the information shall be kept as historic information.
- e. Compute eligibility calculation and generate associated worksheets and contracts.
- f. Certify an applicant (initial certification). Certified applicants should have status changed from pre-applicant list.
- g. Create mail-outs to applicants regarding their status.
- h. Letters, forms and worksheets
The system must have the ability to generate and update letters, HUD approved forms and worksheets as listed in Appendix A.

3. CERTIFIED APPLICANT

- a. Issue voucher or other special programs (HOPWA, MODS, Voucher, Shelter Plus Care 1, Shelter Plus Care 2, and Shelter Plus Care 3)
 - (1) Generate numbers
 - (2) Check for expiration date after 60 days
 - (3) Allow extension
 - (4) Control number of units (Program utilization)
- b. Generate mail-outs/forms for unit seekers (for 60 days extension and 120 days expiration)
- c. Letters, forms and worksheets
The system must have the ability to generate and update letters, HUD approved forms and worksheets as listed in Appendix B.

4. INITIAL LEASE-UP/TRANSFER AND RECERTIFICATION

- a. Create applicant and members records.
All screens needed to capture program data, head of household and members' data, calculation data, summary screens, selections screens and forms.
- b. Identify appropriate program type (mod-rehab, voucher, etc.).
- c. Utilize appropriate set of rules for calculations depending on program.
- d. Calculate annualized income payment from any format.
- e. Calculate amount of income, assets and allowances.
- f. Determine eligibility.
- g. Calculate utility payment.
- h. Add Vendor record if required.
- i. Associate certified applicants/ members to Vendor record.
- j. Prorate payment, if applicable.
- k. Override calculated payment, if required.
- l. Reset calculated payment, if applicable.
- m. Provide suppression option for cases on hold.
- n. Provide suppression option for payment.
- o. Flag duplicate SSN for head of household and members.
- p. Provide on-line inquiry and browse capabilities.
By name, address, SSN, tenant #, Vendor name, Vendor number and program number.
- q. Provide APS/FMR calculation depending upon certification date
- r. Interface new tenants with financial file.
- s. Create Vendor records: Vendor address, Vendor mailing address, Vendor account address.
- t. Track all changes and stores previous data.
- u. Place case on hold if failed inspection or fail to recertify
- v. Generate forms, mail-outs and reports (on-line, batch or word processing such as: contracts, lease addendum, and worksheets)

- w. Request unit inspection
- x. Generate report to identify "hard to house", "0 income" and "0 HAP (Housing Assistant Payment)" participants
- y. Reassign cases to housing assistants as needed
- z. Generate letters, notifications, and reports as needed
- aa. Provide separate address fields for letters, checks, and for representative of disabled and elderly clients
- bb. Provide annual recertification function (by program)
- cc. Provide interim recertification function (by program)
- dd. Utilize separate rules for annual/ interim certification use of FMR, APS and utility allowance tables
- ee. Flag key dates for recertification, "0 incomes", "0 HAP" and inspection letters and notices (count-down to day 120 day cycle). Annual certification must occur within one year
- ff. Store changes to the record separately until effective date is due
- gg. Provide all applicable program dependants qualifying, calculations, and forms/ reports generating functions that apply as described under initial-lease up. Some forms/reports/letters will be different
- hh. Compute eligibility calculations and generate associated worksheets, HUD documents and contracts
- ii. Maintain historical data from existing data screens
- jj. Generate recertification notices starting approximately four months before recertification is due
- kk. Maintain history security/integrity
- ll. Maintain coordination with payment file
- mm. Provide on-line browse of HUD regulation handbook and Administration Plan
- nn. Provide automated telephone inquiry/referral/routing system
- oo. Generate and update letters, HUD approved forms and worksheets as listed in Appendix C.

5. PORTABILITY

- a. Identify portability type, statutory or regulatory nationwide.

- b. Track 10-day turn around for forwarding or receiving portability packet.
- c. Identify whether initiating or receiving, and where to or from.
- d. Keep payments on hold until data is verified
- e. Track the exchange of voucher with other jurisdictions.
- f. Generate and update letters, HUD approved forms and worksheets as listed in Appendix D.

6. INSPECTION

- a. Relate inspection status to applicant/participant record
- b. Create inspection record
- c. Provide facility for use of hand-held, laptops, or scanning devices for collection of field data
- d. Maintain inspection forms and results (including history)
- e. Maintain and setup agency defined inspection violation codes
- f. Link failed inspection to issuance of new certificate or new voucher at recertification time
- g. Link inspection process to initial lease-up/transfer and recertification processes (flag discrepancies)
- h. Provide letters, mail-outs, and reports as required
- i. Provide automated scheduling of inspections and re-exams
- j. Provide a way to transmit inspections directly to HUD for SEMAP purposes.
- k. Generate and update letters, HUD approved forms and worksheets as listed in Appendix E.

7. REPAYMENTS\OTHER PAYMENTS

The system must be able to process, track and reconcile various types of Claims under the Housing Choice Vouchers Program. The system must also keep a historical record of outstanding claims and balances to match against incoming and departing families.

- a. Identify types of repayments such as: voucher, security deposit and recoupment from the owner.
- b. Identify basis of repayment i.e.:

- 1) Unreported income
- 2) Security deposit
- 3) Other

c. Calculate repayment

d. Track repayment

e. Generate forms, letters and repayment agreements

f. Generate and update the following letters, HUD approved forms and worksheets:

- 1) Appointment of representative
- 2) Repayment worksheet
- 3) File request forms
- 4) Housing discrimination complaint
- 5) Notes on case

8. 50058 PRE-VALIDATION

The system must alert user to pre-validate potential errors prior to generating the actual 50058, allowing corrections to be made in real-time.

9. STATISTICAL/MANAGEMENT REPORTS

At a minimum, the system must, for example, be capable of providing required reports (See Appendix F) in a format acceptable to HUD. An easy-to-use Report Generator/Writer should also provide ad-hoc reports capability to non-technical staff members.

10. FINANCIAL FUNCTIONS REQUIREMENTS

a. HOUSING CHOICE VOUCHERS FINANCIAL TERMS

The Housing Assistance Payments financial application interfaces with the County Financial System (Planned Re-engineering for Information Systems Management (PRISM)) for the purpose of issuing checks. County policy dictates that checks should be issued through the PRISM system. The following describe some of the terms used frequently in the Housing Assistance Payments check issuance process:

DMF: Department of Management and Finance
PRISM: County Financial System

b. FINANCIAL FUNCTIONS OBJECTIVE

The main functions of the Housing Assistance Payment financial application are to:

- (1) Maintain the County PRISM centralized financial control functions
- (2) Use the County PRISM to generate the financial statements for all programs revenues, expenditures and to provide the following:

- (a) A centralized automated accounts payable processing for payment to Vendors and tenants on a periodic basis (monthly, weekly, etc.);
- (b) Keep vendor's identifier in sync with PRISM;
- (c) A Housing Assistance Payment (HAP) Register by landlord and by tenant;
- (d) The financial and statistical data necessary for year end reconciliation of program budget with actual expenditures.

c. BUDGET AND FINANCIAL REPORTING FUNCTIONS

The proposed Housing Assistance Payments Financial System should provide the capability to produce the following:

- (1) HUD Form 52672 and supporting documentation for MOD 2 Budget preparation;
- (2) HUD Form 52673 and supporting documentation for Quarterly Requisitions;
- (3) HUD Form 52681 and supporting documentation for Year End Settlement; Voucher Management System (VMS); and Financial Assessment Subsystem-Real Estate Assessment Center (FASS-REAC).

d. FINANCIAL REQUIREMENTS

The financial requirements for the Housing Assistance Payments system should consist of the following interrelated processes:

(1) Monthly and Weekly Payment Process

- (a) Move reconciled data from Housing Operation File to Financial Interface File. Reconciliation for the differences between current month and previous month data is required prior to the load.
- (b) Close the Financial Interface File to meet the PRISM deadline.
- (c) FTP the file to PRISM for payment.
- (d) Match Vendors on Housing Master File to PRISM Vendor File.
- (e) Make payment to Vendors and to tenants.
- (f) Prevent issuance of duplicate payment to Vendors and tenants.
- (g) Generate one check to Vendor(s) with multiple tenants.
- (h) Carry over the negative balance of Vendor accounts from one payment to the next cycle.

- (i) Balance total payment from Housing Master File with PRISM total Disbursements.
- (j) Post check number, amount and date of the check from PRISM to Housing Master File and reflect it on the HAP Register.
- (k) Summarize the revenue and expenditure reports of Housing Assistance payments programs for the cycle.
- (l) Maintain history of payments for the following:
 - Active program participants
 - Inactive program participants
 - Movement of tenant from one location to another location
 - Change of ownership, management company, etc.
 - Portability record
 - Account receivable payment records for vacancy loss, security deposits, unpaid rent, etc.
- (m) Provide on-line inquiry of payments
- (n) Generate and update the financial reports and letters. See Appendix G.

(2) Revenue Transfer Process

- (a) Summarize the revenues and expenditures by programs for each payment cycle;
- (b) Process the drawdown from Housing Assistance bank account to reimburse General Fund for each time payment is made;
- (c) Provide the capability to accept QUICK CHECKS (emergency handwritten check) process since this process will not be linked to an interface file;
- (d) Provide the capability to accept the supplemental transfer process;
- (e) REPORTS
 - Data supporting check production, i.e., Vendor number, vendor name, tenant name, amount of payment issued and reason for issuance of payment;
 - Supplemental adjustment request form (break down by expenditure accounting distribution).

(3) Housing Assistance Payment Register

- (a) System shall be able to produce the Housing Assistance Payment Register by tenants and by landlords on a calendar month basis.
- (b) Generate and update letters and reports
 - (i) The Housing Assistance Payment Register by Owner
 - (ii) The Housing Assistance Payment Register by Tenant

(4) Accounts Receivable

- (a) Capture and record all Receiving PHA Portability payments from other Jurisdictions;
- (b) Generate monthly billings to the appropriate Jurisdictions from which Portability Accounts Receivables are due;
- (c) Capture and post all the Claim Repayment Agreements;
- (d) Generate status report of delinquencies for Claim Repayment Agreement Accounts;
- (e) Maintain accounts receivable for Claim Repayment Agreement;
- (f) Maintain aging report on accounts receivable for repayments;
- (g) Generate monthly account status reports for repayments.
- (h) Generate and update letters and reports.
 - i. Monthly invoice/ statement to Initial PHA;
 - ii. Monthly invoice/ statement to Tenant;
 - iii. Year-to-date account status for the Repayment Agreement;

(5) Accounts Payable

- (a) Record the beginning PHA Portability Payable for outstanding invoices to other Jurisdictions on date the new financial system is put into effect by recording the following entry:
 - (DR) Expenditures by programs
208.45710.51181.000.HUD867KI

Expenditures by admin fee port outs
208.372711.51181.0000.0000.0000

(CR) PHA Portability payable- Other Jurisdictions

- (b) Track all portability by units and amounts as receiving portability payments to other jurisdictions are made.
- (c) Calculate and track ongoing administrative fee, preliminary expense and hard-to-house expense.
- (d) Generate and update letters and reports
 - 1) Monthly payment to Receiving PHA (HAP/Administrative Fee);
 - 2) Year-to-date summary:
 - a) HAP payments;
 - b) Administrative fee payments;
 - c) Number of Unit Months;
 - d) Number of certificate/voucher holders;
 - e) UAP payments;
 - f) FSS escrow balance, interest calculations for balance.
 - 3) Vendor sheets must fit within the regular letter size window envelopes.

B. SPECIFIC FUNCTIONAL REQUIREMENTS FOR LOCAL HOUSING AND BENEFIT PROGRAMS

The system shall support the following functionality:

- 1. **Client Management:** Record and maintain demographic and other personal information for DHS's clients applying for local housing and benefits programs.
 - a. Client creation. A unique client is created once and shared among programs using the system.
 - b. Client data searches and display
 - c. Client status maintenance
 - d. Client updates
 - e. Historical information tracking
 - f. Spider inquiry/import (optional)
 - g. Client reporting
- 2. **Client Service Management:** Provide workers with the ability to track and manage the client services, applications, eligibility, benefit amounts, program participation, and

reviews. In order to accomplish this, the system shall allow the user to perform the following functions:

- a. Case creation. A case is created for one client or several clients associated as assistance unit linked by a case number.
- b. Unique case number that identifies program participants case number generation and/or tracking
- c. Case participant selection - Assistance unit composition
- d. Program participation history
- e. Case status maintenance
- f. Eligibility determination or recording of the eligibility
- g. Benefit calculation
- h. Service data detail updates
- i. Reviews
- j. Program category and subcategory updates
- k. Case disposition
- l. Case worker assignment
- m. Event Tracking
- n. Case reporting
- o. Client Notices

3. Benefit Payment Management: Provide workers with the ability to set up client payment plans and manage all payments. In order to accomplish this, the system shall allow the users to perform the following functions:

- a. Payment plan set up
- b. Payee information set up
- c. Payment Frequency - Monthly, Semi-weekly
- d. Recoupment Management
- e. Voids/Cancellation of Client and Vendor Payments Management
- f. Replacement Checks request
- g. Flag clinic passes
- h. Flag held checks
- i. Payment request - Quick checks (AKA Manual) or replacements
- j. Security
- k. Ah-hoc queries

4. Benefit Payments processing: Provide an automated process for making scheduled local housing and benefit Payments to clients.

- a. Request Semi-weekly and monthly check runs
- b. Scheduling
- c. Edit scan
- d. Check numbering
- e. Avoidance of duplicate payments
- f. Batching
- g. Processing logs
- h. Special outputs accompanying the checks
- i. Specify Benefit month being paid
- j. Posting
- k. Create General Ledger Interface files. For benefit payments, the system shall provide a summary by funding source file to be posted to the County General Ledger.
- l. Create Check Print File

- m. Create account Reconciliation File
- n. Post to Budget

5. Payment History

- a. View payments: The system Payment History capability shall support queries with sorting/filtering on the following fields:
 - Client Name
 - Vendor Name
 - Payee Name
 - Legacy Case Number
 - System unique client ID
 - Worker Name / ID
 - Check Number
 - Check Date
 - Held Checks flag
 - PRISM Batch Name
 - Canceled Checks for specific benefit month(s)/year(s)
 - Replaced Checks for specific benefit month(s)/year(s)
 - Totals by program / sub-program combination for a given benefit month(s)/year(s)
 - Detail by program / sub-program combination for a given benefit month(s)/year(s)
 - Benefit Program Name
 - Services
 - Funding Sources
 - Account Code Combination
- b. Ad-hoc Queries
- c. Record Retention, Archive, and Destruction

- 6. **DHS Funds Reimbursement.** The purpose of this function is to provide data and/or an automated interface to State system (LASER) to report expenditures for reimbursement. (Optional)

The interface transactions will contain the net result of the payment history data for a given period that contains all scheduled payments, manual payments, and cancellations processed by the system.

The reimbursement period needs to be "closed / locked" before reports are generated and the expenditure and adjustment data is processed to generate interfaces to the respective State systems.

Provide the data of the actual interface transaction to the State system.

- a. Security authorization for user with appropriate role to use this option.

- b. Produce an interface file as per the LASER ADI IMPORT SPECIFICATION.
- c. Reports based on a specific reimbursement / interface period.
- d. Record transactions update history.
- e. Lock reported information.

C. GENERAL FUNCTIONAL REQUIREMENTS

The System shall provide flexibility allowing for customization, organizational changes, and management of data quality.

- 1. Provide capability to generate user-defined fields such as demographics, and service-related data.
- 2. Provide indexing capabilities to support data access and maintenance.
- 3. Generate event driven or automated alerts or notifications of impending required actions (e.g. automated generation of letters, forms, email, or reviews).
- 4. Purge/archive data in accordance with various laws and regulations.
- 5. Provide data quality control reports and utilities that minimally include ability to merge duplicate records, and report, prevent, identify and manage data conflicts or corruption.
- 6. "Wizards" to walk users step by step through key process, including Move-ins, Move-outs, Recertification, and the Month end process.
- 7. System should have Editing function to ensure accuracy and completeness of data entry.
- 8. Wherever possible, the system must have the ability to populate previously entered information into subsequent screens.
- 9. Allow to enter other system ID's.
- 10. The system shall work with the county's existing hardware and software cohesively.

D. TECHNICAL REQUIREMENTS

The System must be capable of providing extensive, flexible means of assuring data confidentiality; programs containing secured data should provide safeguards for data confidentiality.

The Offeror shall provide the optimum recommended configuration for the technical environment in which the proposed System will operate.

The County reserves the right to procure the hardware independently and is also interested in hosting options provided through or in partnership with offeror.

- 1. Recommend hardware specifications
- 2. Recommend application software
- 3. Recommend DBMS, and all recommended middleware, languages and tools necessary for the implementation of the proposed solution.
- 4. Describe the capacity for the hardware and software to accommodate future growth in business records and the increased volume of transactions in LAN/WAN environment.

5. Specify if the application modules can be purchased and/or installed separately.

E. SYSTEM SECURITY REQUIREMENTS

The following are the functional and performance specifications the County has determined necessary to satisfy the system security and access requirements for the proposed System:

1. Provide a means of integration with Active Directory (preferred), or other LDAP-compliant directory to determine user access to the application. The County prefers that the application allow control of access levels through Active Directory.
2. Provide user access control and security of access.
3. Provide flexible user access, allowing for a variety of user types and types of user authorization. Access should be granted to users in a variety of forms, such as by the user type, user unit of work, file/records types, program specific transaction types, system transaction types (add/update/delete/query), and individual records within files or individual fields within records. Access should be controlled from the lowest level (field change), to the widest level (global and batch changes).
4. Support Internet transactions in a secure environment.
5. Provide an automated means of logging and tracking data changes and transactions by users.
6. Provide means of reporting activities and produce audit reports in custom and pre-determined form.
7. Require a valid logon ID and provide different levels of security with different password levels to distinguish user, administration, development, support and other access attributes.
8. Provide security for download/upload functions to high-level security-authorized users to prevent loss/misuse of confidential data.
9. Provide for a configurable setting to specify the time interval for mandatory password changes.
10. Provide security management functions to be used by the Security Officer and/or System Administrator.

F. SYSTEM MANAGEMENT

The System shall provide the environment for the management of its operations. Such system management capabilities shall include, but not be limited to:

1. System performance monitoring
2. Troubleshooting capabilities
3. System restore/restart

4. System performance enhancement tools
5. Back-up
6. Archiving

G. SYSTEM SUPPORT AND DOCUMENTATION

The Offeror shall describe the full range of system support capabilities and system documentation. This shall describe the type and extent of support both in the initial procurement phase, as well as, ongoing annual maintenance:

1. Fixes and troubleshooting support for the 1st year
2. Troubleshooting support over the phone
3. Troubleshooting support - on-line, interactive
4. System fixes and other maintenance releases
5. Specialized troubleshooting services, consulting support
6. Documentation types and quantities
7. Physical database schema and logical database model
8. Business rules associated with the database model
9. Access to web-based documentation and support services
10. Other

H. SYSTEM ENHANCEMENTS

The Offeror shall describe System enhancements/new release options. This shall include:

1. User Group (if any) role in the system enhancement process
2. Compatibility of releases (upward and downward)
3. Release management
4. Release implementation
5. Pricing options
6. Other

I. REPORT GENERATION REQUIREMENTS

DHS service data are shared routinely with a number of governmental and other organizations as well as internally with staff and clients. The system should have standard reports available and the capability to easily develop and customize ad-hoc reports.

1. Provide flexible report generation for detail, summary, and statistical reporting.
2. Specify whether system utilizes warehouse approach to generating reports and analyses.
3. Provide special report generation tools.
4. Describe ease of developing user-defined reports.

J. IMPLEMENTATION ASSISTANCE

These activities are related to the product implementation at the county site and are distinct from the offeror's services provided through and ongoing support and maintenance programs. Implementation assistance will be composed of, but not limited to, the following activities.

1. Review and assess County IT infrastructure to the extent of determining and itemizing all new hardware or upgrades required to implement the proposed solution.
2. Identify any hardware upgrades needed in next 2-3 years due to application upgrades or growth.

3. Coordinate with Arlington County Department of Technology Services ("DTS") and DHS staff all installation tasks to ensure adherence to County Standards for hardware installation and testing.
4. Install, test and tune any Operating System software required for the proposed application to ensure that new and old desktop and network applications can co-exist in the new proposed environment.
5. Install and test application functionality.
6. Coordinate testing of interfaces with external system to include all relevant parties: DHS, DTS, other County agencies and DTS or DHS vendors.
7. Install, test and implement any fixes needed to ensure procured applications, and related technologies are fully functioning before production implementation.
8. Document standard system configuration as well as any special set ups required for the proposed solution.
9. Perform stress test of communications and application performance to ensure adequate through put during County peak business hours with multiple users logged to the system, including users accessing the application from remote sites.
10. Complete each one of the installation tasks as listed in the agreed upon implementation plan.

K. CONVERSION

1. Describe the process of converting the relevant data to the new system.
2. Conversion Services.
 - a. Provide pre-conversion Analysis: including the review of the existing documentation in the Conversion Plan and formulating the conversion approach.
 - b. Provide conversion testing and validation.
 - c. Build the cross-reference between the new client data management system and the source systems client data for system integration purposes.
 - d. Convert sample data for the purposes of system testing.
 - e. Perform final conversion.

L. TRAINING

There are approximately 50 potential users in the Department of Human Services. These users include technical staff, managers, data entry staff, and general users. Training may include a wide variety of methodologies such as one-to-one instruction, tutorials, and classroom training.

1. Describe all applicable training.
2. Propose training implementation plan.

M. TECHNICAL SUPPORT

The offeror shall provide a software technical support available for a period of time after delivery to help correct any possible glitches. The exact length of time for the support will be subject to negotiations.

N. PRICING AND PAYMENT TERMS

The Offeror's cost proposal shall, for each cost category, itemize the cost (hardware models/types, capacities, projected hours, staff qualifications, etc.), as applicable. Also explain if Fixed Pricing is an option.

1. The costs should be broken down by: Application Software
2. Implementation Services
 - a. Project Methodology and Project Plan
 - b. Installation
 - c. Conversion
 - d. Testing and Quality Assurance
 - e. Acceptance Process
 - f. Training
 - g. Documentation
3. On-Going Support (first year and 3 year plan)
 - a. Maintenance Releases
 - b. Troubleshooting Support
 - c. Training
 - d. Product Enhancements
 - e. Documentation
4. Cost of Travel, Materials and other Incidental Costs
5. Enabling Technology (DBMS, Middleware, Warehouse, Languages, Tools, etc.
6. Hardware

PROPOSAL REQUIREMENTS

The proposal from the Offeror shall be assembled in accordance with the following format:

- A. Executive Summary** (no more than 1 page)
1. An overview of the company's background and history;
 2. Company's philosophy and corporate vision;
- B. Corporate Overview** (no more than 4 pages)
- In this section, the Offeror shall include information of interest to the County in assessing the Offeror's stability, reliability, and integrity. Such information could include:
1. statement of the organization's key competencies in relation to this procurement;
 2. statement of alignment of this procurement with the corporate strategy;
 3. statement of the financial stability of the organization, including longevity, IT-related revenues, number of employees, number of engagements similar to this procurement, etc.;
 4. statements of awards and recognition;
 5. statements of appreciation from former and current customers;
 6. A list of references and past clients;
 7. A statement of offeror's experience and qualifications in the type of the work being solicited, and in completing similar projects during the last three (3) years;
 8. Documentation showing a documented track record of proven enhancements, service releases, patches, etc. Provide a list with dates of the last five (5) releases/updates;
 9. Description of available user group support; and
 10. Explain how releases or upgrades are handled; indicate how long it takes on average to install and test a change/release/upgrade.
- C. Understanding County Requirements** (no more than 15 pages)
- The offeror's approach to meeting the requirements shall be explained clearly. The Offeror shall demonstrate their understanding of the scope and goals of the procurement by outlining the proposed system architecture. Specifically, the Offeror shall provide a response and/or description for every item in the General Requirement section. No literature shall be accepted as a substitute for the response. Reference to appropriate attachments and screen prints are acceptable only as a means of finding a more in-depth explanation or an example.
- D. Implementation Plan** (no more than 5 pages)
- The Offeror shall describe the planning and control techniques the Offeror will apply to ensure the project remains on track and the desired outcome is achieved.
- The Offeror shall provide:
1. Task Plan and Schedule
 2. Assessment of Risks and Issues
 3. Staffing Plan
 4. Quality Assurance Plan
 5. Acceptance Plan

E. Proposed Staff Qualifications

In this section the Offeror shall provide background information on the staff proposed for this solicitation. This shall include the rationale behind selecting the given staff member for this solicitation, the availability of the proposed staff member to perform the work should the contract be awarded and the staff member's resume.

F. Proposed Cost (no more than 3 pages)

In this section the Offeror shall provide their cost proposal for the total project. The proposal shall include identification of any assumptions made by the Offeror during the planning process that might impact the proposed cost.

G. Exceptions to Requirements

Identification of any exceptions to the Country's General Terms and Conditions, including any proposed revisions, and an explanation of why any such revision is needed.

EVALUATION CRITERIA

Evaluation of the proposals will be based on the following criteria:

- A. Responsiveness of the proposal to the format and requirements specified in this solicitation, including the evaluation of all requirements listed in the General Requirement section.
 - 1. Specific Functional Requirements
 - 2. General Functional Requirements
 - 3. Technical Requirements
 - 4. Report Generation Requirements
 - 5. Implementation Plan
- B. Extent to which the Offeror's approach to meets the requirements and is comprehensive, flexible, and likely to achieve the desired results.
- C. Evaluation of the stability, integrity and the reliability of the Offeror.
- D. Extent to which the Offeror's Implementation Plan demonstrates that the Offeror understands the objectives and tasks to be completed.
- E. Extent to which the Offeror's approach demonstrates the understanding of system implementation in a complex environment, including the ability to work within existing LAN/WAN environments, existing local and State systems, County contractors, etc.
- F. Extent to which the Offeror has the experience and qualifications in the nature of the work being solicited.
- G. Extent to which the proposed staffs have the functional, technical management skills and experience to perform the work being solicited.
- H. Evaluation of the total costs to complete the project.
- I. Exceptions to the County's General Terms and Conditions.

SPECIAL CONDITIONS

CONTRACT DOCUMENTS

Unless a separate formal Agreement is entered into between the parties, the Contract Documents consist of the response of the Contractor and this solicitation. The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the Contract Documents which is not contained in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained herein.

PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer who shall be appointed by the Director of the agency requesting the work under this solicitation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U

The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in OCTOBER of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by

the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the

Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

ESCROW OF SOURCE CODE

The Contractor shall, before any payment is made under this contract, provide evidence that it has deposited a copy of the source code of the licensed program with an escrow agent acceptable to the County. Documentation provided to the escrow agent must show that the escrow agent is obligated to make a copy of the source code available to the County as described below. The source code held in escrow will be updated by the Contractor immediately upon each new release of the licensed program. In the event of a final adjudication of the Contractor as bankrupt, or any event which results in the Contractor not being a viable business entity, the County will, upon payment of the duplication cost and other reasonable handling charges of the escrow agent, be entitled to receive a copy of such source code from the escrow agent. The County agrees that it will only use the copy of the source code internally to support the licensed program. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in a form delivered to it by the Contractor, to be delivered to the County when one or more of the events listed above occurs.

SOFTWARE LICENSE TERMS

Following are the terms to be used in any software license to be executed by the County with the Contractor:

1. LICENSE GRANT

In connection with the transfer of possession of the software package provided with this Agreement, the Contractor hereby grants to Arlington County (County) a non-exclusive license to use the software program(s) (Software) and user manuals, technical manuals, and other information (Documentation) for the software package.

The County may, upon requesting and receiving written permission of the Contractor, transfer possession of the software package including Software and Documentation and transfer this license to another party if the other party agrees in writing to accept the terms and conditions of this Agreement.

2. OWNERSHIP

The Contractor will provide the County with a program module(s), but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the software package or any portion thereof, to any person other than employees of the County without prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with the use in the single-user computer system.

The County agrees not to reverse compile or disassemble Software.

The County agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof to any country for which the United States government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval.

3. COPYING RIGHTS

The County may make a copy(s) of Software and Documentation, as required for backup or modification purposes in support of the use of the Software with the single-user computer system, but the County must include existing copyright notices on any such copy, modifications, or portions of Software merged into another program. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

4. TRANSFERABILITY

The County may not transfer to any third party the Software and the Documentation, or any copy(s) thereof, in whole or in part, except as expressly provided in this Agreement. If the County transfers Software and Documentation to another party as expressly provided in his Agreement, the County must at the same time either transfer copies whether in printed or machine-readable form to the same party or destroy any copies not transferred; this includes all modifications and portions of Software contained or merged into another program.

If the County transfers Software and/or Documentation or any copy, modification, or merged portion of Software to another party without written permission of the Contractor, this license is automatically terminated.

5. TERM

The term of this license Agreement is for as long as the County uses the Software for its intended purpose. This Agreement may be terminated by the County without further liability upon one month's prior written notice. The Contractor may terminate this Agreement if the County is in default of any of the terms and conditions of this Agreement, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

Within one month after termination of this Agreement, the County will certify to the Contractor in writing that through its best efforts, and to the best of its knowledge, the original and all copies, in whole or

in part, in any form, of the Software and Documentation have been destroyed or returned to the Contractor.

6. ASSIGNMENT, SUB-LICENSE, OR TRANSFER

The County shall not (by contract, operation of law, or otherwise) assign, sub-license under or transfer this Agreement or any right or interest in this Agreement, or delegate performance of any of its obligations under this Agreement, without the prior written consent of the Contractor. Any such assignment, sub-license, transfer, or delegation without the Contractor's prior written consent shall be voidable at the Contractor's option.

7. WARRANTY AND MAINTENANCE

For a period of one year after final acceptance of all deliverables, the Contractor warrants that under normal use, Software shall perform the functions specified in the Contract Documents. The County shall promptly notify the Contractor in writing if the Software does not conform to the Contract Documents. The Contractor will promptly correct such nonconformance by repair, or at its option, provision of a replacement program module(s) providing there is no misuse of the nonconforming program module(s).

REIMBURSABLE TRAVEL-RELATED EXPENSES

No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse the Contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of \$41.00 or the individual meal rate of \$8.00 for breakfast, \$11.00 for lunch, and \$22.00 for dinner. Receipts are not required.

Lodging: The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse the Contractor for no more than the cost of a single room.

Transportation: Reservations shall be made in advance whenever possible to take advantage of available discounts. Receipts must be submitted for any inter-city public transportation used. Air fare will be reimbursed at coach rate only. Reimbursement for the use of personal vehicles shall be negotiated with the County at the time of contract negotiations, except that the mileage rate paid by the County shall not exceed the then current mileage rates paid by the County to its employees. Parking expenses are reimbursable up to \$7.00 per day.

Ineligible expenses: Entertainment, alcoholic beverages, medical treatment, laundry, extraneous travel and living expenses that one would normally incur while at home.

Time limit: Requests for travel reimbursement covering the above submitted more than 60 days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls (other than 1 call for "safe" arrival/departure).
3. Self-entertainment activities (pay TV, movies, night clubs, health clubs, theaters, bowling...etc.)
4. Personal expenses (laundry, valet, haircuts)
5. Personal travel insurance (life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs and maintenance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

INSTRUCTIONS TO OFFERORS

ADDITIONAL INFORMATION

Technical questions relating to this solicitation shall be submitted in writing to Meheret Asfaw at MASfaw@arlingtonva.us, Fax Number (703) 228-1122. A copy of any questions submitted must be forwarded to the office of the Purchasing Agent, Fax Number 703-228-3409.

Contractual questions regarding this solicitation shall be submitted to Pamela Hayes at phayes@arlingtonva.us, in the Office of the Purchasing Agent, Fax Number (703) 228-3409.

NO QUESTIONS, EITHER TECHNICAL OR CONTRACTUAL, WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE DEADLINE FOR RECEIPT OF PROPOSALS.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a separate County contact for technical information, bidders are cautioned that any written or oral representations made by any County or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether an oral or written representation of any County or other person requires that an amendment be issued, contact the County Purchasing Office in writing at Fax Number (703) 228-3409.

PROPOSAL FORM SUBMISSION

One proposal with a proposal form containing an original longhand signature and seven (7) additional copies, which may include a photocopy of the signed proposal form eight (8) copies total), shall be submitted in hand in a sealed envelope to the Office of the Purchasing Agent no later than the time and date specified in the solicitation. Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified time will be rejected. The envelope or package shall indicate the name of the offeror, proposal submission date, time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Purchasing Office. Proposals received in the Office of the Purchasing Agent after the time and date specified in the solicitation will not be opened or considered. Proposals not submitted in the number of copies requested are subject to immediate rejection. Facsimile transmissions of proposals will not be accepted.

Failure to submit a proposal with a fully completed Proposal Form provided for that purpose in this solicitation shall be considered just cause for rejection of the proposal. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. Proposals and all documents related to this solicitation submitted to the County by an Offeror or a prospective Offeror shall, upon receipt by the County, become the property of the County.

INCOMPLETE DOCUMENTS

The Contractor, as an Offeror, is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its proposal, and having notified the County Purchasing Agent immediately upon discovery of an apparent inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the solicitation documents.

If a potential Offeror downloaded an electronic version of the solicitation documents, such potential Offeror is responsible for determining the accuracy and completeness of the electronic documents.

If the Contractor proceeds with any activity that may be affected by an inaccuracy, error in, or omission described above, of which it has not notified the County Purchasing Agent, the Contractor hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the County.

EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal, such expenses to be borne exclusively by the offeror.

OFFEROR INVESTIGATIONS

Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract and to verify any representations made by the County that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the Contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

QUALIFICATION OF OFFERORS

Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The offeror may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the County.

TWO-STEP EVALUATION

Evaluation of responses shall be a two step process. The first step consists of scoring the responses of all offerors to create a short list of those deemed most qualified to perform the work. Two or more of the highest scoring offerors will be included in the short list. The scores for the first step are solely to identify those who will proceed to the second step. The second step is the selection of the finalist(s) from the short listed offerors. The second step selection will be based on an evaluation of either the short listed offerors' interviews and oral presentations, or the quality of responses to the County's request for additional information, or a combination of these factors. The scores received by the finalists in the step one evaluation will not be used in step two except as a tie breaker.

DEBARMENT STATUS

By submitting a proposal, the offeror certifies that it is not currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, and is not an agent of any person or entity that is currently debarred or suspended from submitting proposals on contracts by Arlington County, Virginia or any political subdivision or agency of the Commonwealth of Virginia.

ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code, if applicable. For information on the provisions of this chapter and its applicability to this Contract, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, Arlington, Virginia, Telephone Number (703) 228-3060.

PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the County prior to the time and date set for the receipt of proposals or unless the County fails to award or issue a notice of intent to award a Contract within ninety (90) days after the date and time set for receipt of proposals.

ALTERNATE INSURANCE COVERAGE

If the offeror does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the County, may be considered. Written requests for consideration of alternate coverages must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of proposals. If the County denies the request for alternate coverages, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of proposals.

PARKING

At most County locations, parking for the Contractor's vehicles is not provided by the County. The Contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any of the sites. Arlington County offers the "ParkSmart" card, a prepaid, debit card that can be used at 2800 specially marked parking meters in Arlington County. You may purchase the ParkSmart card at Arlington County Commuter Services Commuter Stores, the Arlington County Treasurer's Office, or online at www.commuterdirect.com. For more information on the use of this payment device, visit www.parkarlington.com or call 703-228-7433.

TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROPOSAL STANDARDS

Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

- All copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one proposal received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

EQUIVALENT EXPERIENCE AND REFERENCES

If a bidder or offeror is not able to meet the experience and reference qualifications required under this solicitation, the bidder or offeror

may submit a resume indicating the experience and reference qualifications of the proposed project manager for the work, acquired under the project manager's prior employer(s). Such information shall clearly identify the project manager's experience and reference qualifications in performing the work covered by this solicitation. All information provided shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the identification of the prior employer(s) for each identified project.

The County will request additional information if required, and will make a determination as to the acceptability of the experience and reference qualifications of the proposed project manager as a substitute to part or all of the reference and experience qualifications required in the solicitation.

If a contract is awarded based on this section, the Contractor shall not substitute the named project manager for the duration of the contract unless the substitute project manager has equivalent qualifications approved by the County.

COMPETITIVE NEGOTIATION FOR GOODS AND SERVICES
OTHER THAN PROFESSIONAL SERVICES

This solicitation is let under the Arlington County procedure, "Competitive Negotiation for Goods and Services" as defined in the Arlington County Purchasing Resolution. Under this procedure, the content of the proposals, and the identity of the offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

CONFLICT OF INTEREST STATEMENT

The offeror must provide a statement regarding potential conflict of interest as described below. The certification shall accompany the response to this solicitation and shall be in the form below, signed by a principal of the offeror's firm and notarized.

The offeror certifies that neither the offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the County as a result of this solicitation.

If the offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public.

The offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of services furnished by the offeror under any contract award made as a result of this solicitation.

FIRM NAME: _____

SIGNED BY: _____

NAME/TITLE: _____

DATE: _____

(INSERT NOTARIZATION)

UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the County.

GENERAL TERMS AND CONDITIONS

COUNTY EMPLOYEES

No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

A. 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 related 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 nondiscrimination clause.

B. 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.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 in accordance with the Arlington County Resolution, 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.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$5,000.00 per transaction and purchases of services over \$500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over \$5,000 per transaction or purchases of services over \$500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS

Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide

documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

ACCESSIBILITY OF WEB SITE

If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at:
<http://www.ada.gov/websites2.htm>

HIPAA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

DELIVERY

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Professional Liability insurance which will pay for damages, legal fees, court costs or other charges associated with claims arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of \$1,000,000 per occurrence.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 37-09

P R O P O S A L F O R M

PROPOSALS WILL BE OPENED AT 2:00 P.M., JANUARY 6TH, 2009

FOR PROVIDING THE PROVISION AND INSTALLATION, OF AN INTEGRATED SYSTEM THAT PROVIDES A COMPLETE SOFTWARE SOLUTION TO ADMINISTER A FEDERALLY FUNDED HOUSING CHOICE VOUCHERS PROGRAM (PREVIOUSLY KNOWN AS SECTION 8) AND LOCALY FUNDED HOUSING PROGRAMS FOR THE DEPARTMENT OF HUMAN SERVICES (DHS) WITH AN OPTIONAL SOLUTION TO DETERMINE IF IT COULD ALSO BE USED TO ADMINISTER LOCAL/STATE BENEFIT PROGRAMS PER THE FOREGOING SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ANY AMENDMENTS THERETO, IS THE HARD COPY OF THE DOCUMENTS AVAILABLE FROM THE OFFICE OF THE PURCHASING AGENT.

AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS ALSO IS AVAILABLE FROM THE COUNTY'S WEBSITE AT: [HTTP://WWW.ARLINGTONVA.US/PURCHASING](http://www.arlingtonva.us/purchasing). HOWEVER, SUCH ELECTRONIC COPY IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH ALL POTENTIAL OFFERORS MUST ACKNOWLEDGE ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED ABOVE, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

1. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN EIGHT (8) COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD "ORIGINAL", WHICH SHALL INCLUDE A PROPOSAL FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND SEVEN (7) ADDITIONAL COPIES, WHICH MAY INCLUDE A PHOTOCOPY OF THE SIGNED PROPOSAL FORM. THIS ORIGINAL, SIGNED PROPOSAL FORM SHALL BE FIRST PAGE OF THE ORIGINAL PROPOSAL.

2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).

NAME (PRINTED): _____ TEL. NO.: _____

E-MAIL ADDRESS: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-110 of the Arlington County Purchasing Resolution states that the offeror must invoke the protection of this section prior to or upon

submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- () No, the proposal I have submitted does not contain any trade secrets and/or proprietary information.
- () Yes, the proposal I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the proposal containing such data or materials:

State the specific reason(s) why protection is necessary:

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-110 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

SUBMITTED BY: (LEGAL NAME OF FIRM)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
TAX ID NUMBER (EIN/SSN):					
THIS FIRM IS A: • INSERT NAME OF STATE _____ ____ CORPORATION, ____ GENERAL PARTNERSHIP, ____ LIMITED PARTNERSHIP, ____ UNINCORPORATED ASSOCIATION, ____ LIMITED LIABILITY COMPANY, ____ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
OFFEROR STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

Appendix A- List of Initial Applicant letters, HUD approved forms and worksheets

1. Alimony and Child Support form
2. Annual income worksheet
3. Applicant/Tenant certification
4. Application for assistance denied
5. Application for Housing Choice Vouchers Assistance
6. Appointment of Representative
7. Appointment to review, case of no income
8. Banking/Saving Verification
9. Briefing Session Invitation
10. Certificate of Family Responsibility
11. Child Care Verification
12. Child Support Verification
13. Employment Verification form
14. Federal privacy act statement
15. Housing Assistant certification
16. Housing discrimination complaint
17. Information for owners & managers on security deposit
18. List of needed verifications
19. No Child Support certification
20. No Contribution to Household
21. Notes on Case
22. Repayment Agreement
23. Retirement/Pension Income Verification
24. Second notice of forms needed
25. Self Employed/Business Verification
26. Social Security Number Declaration
27. Social Security Verification form
28. Student Verification form, Full Time
29. Substandard Housing letter
30. Tenant Responsibilities To The Owner
31. TTP Worksheet
32. Verification for Medical Expenses
33. Verification for Medical Insurance Premium/Prescription
34. Verification for Social Services
35. Verification for veteran's assists
36. Verification of care attendant
37. Verification of handicapped status
38. Verification of medical disability
39. Verification of unemployment benefits
40. Virginia employment commission
41. Vital records form

Appendix B- List of Certified Applicant letters, HUD approved forms and worksheets.

1. 20% exception request to HUD letter
2. Alimony and child support form
3. Annual income worksheet
4. Applicant/Tenant voucher
5. Application for Housing Choice Vouchers assistance
6. Application session invitation
7. Appointment of representative
8. Appointment to review, case of no income
9. Banking/saving verification
10. Certificate of family participation
11. Certificate of family responsibility
12. Child care verification
13. Child support verification
14. Employment verification form
15. Expiration of V (120 days) notification
16. Extension of V notification
17. Federal privacy act statement
18. Housing assistant voucher
19. Housing discrimination complaint
20. Housing voucher
21. Information for owners & mgrs. On security deposit
22. Informal hearing or review
23. Lead based paint poisoning
24. List of needed verifications
25. Moderate Rehabilitation Statement of Family Responsibility
26. No approve transfer of voucher, quota met
27. No child support voucher
28. No contribution to household
29. Notes on case
30. Repayment agreement
31. Retirement/pension income verification
32. Second notice of forms needed
33. Self employed/business verification
34. Social security number declaration
35. Social security verification form
36. Student verification form, full time
37. Tenant responsibilities to the owner
38. Transfer declaration (portability)
39. TTP worksheet
40. Utility allowance worksheet
41. Verification for medical expenses
42. Verification for medical ins. Prem./ Prescription
43. Verification for social services
44. Verification for veterans' assistance
45. Verification of care attendant
46. Verification of handicapped status
47. Verification of medical disability
48. Verification of unemployment benefits
49. Virginia employment commission
50. Vital records form
51. Voucher form A

Appendix C- List of Initial Lease-up letters, HUD approved forms and worksheets.

1. 10% Exception listing
2. 20% Exception request to HUD letter
3. 50058 - Tenant data summary
4. Alimony and child support form
5. Annual adjustment factor - rent
6. Annual income worksheet
7. Applicant/tenant certification
8. Application for Housing Choice Vouchers assistance
9. Appointment of representative
10. Appointment Request to Landlord to sign HAP & Lease Addendum
11. Appointment to review, case of no income
12. Banking/saving verification
13. Certificate of family participation
14. Certificate of family responsibility
15. Certification of rent reasonableness
16. Child care verification
17. Child support verification
18. Cover letters for contract, addendum, amendment
19. Employment verification form
20. Existing - lease addendum
21. Existing amendment
22. Existing Arlington County worksheet
23. Existing housing assist. Payments contract
24. Expiration of voucher (120 days) notification
25. Extension of voucher notification
26. Federal privacy act statement
27. File request forms
28. Housing assistant certification
29. Housing discrimination complaint
30. Housing voucher
31. Information for owners & managers on security deposit
32. Informal hearing or review
33. Interim change letter(s)
34. Lead based paint poisoning
35. List of needed verifications
36. Mod. Rehab. Addendum to lease
37. Mod. Rehab. Amendment
38. Mod. Rehab. Approval form
39. Mod. Rehab. Arlington County worksheet
40. Mod. Rehab. Referral form
41. Mod. Rehab. Rejection letter
42. Mod. Rehab. Statement Of family responsibility
43. No approve transfer of voucher, quota met
44. No child support certification
45. No contribution to household
46. Notes on case
47. Receipt of eviction notice from landlord
48. Receipt of request for lease approval
49. Repayment agreement
50. Request for inspection
51. Retirement/pension income verification
52. Second notice of forms needed

53. Housing Choice Vouchers landlord certification
54. Self employed / business verification
55. Social security number declaration
56. Social security verification form
57. Student verification form, full time
58. Tenant responsibilities to the owner
59. Tenant termination letter
60. TTP worksheet
61. Unauthorized person in unit letter
62. Utility allowance worksheet
63. Verification for medical expenses
64. Verification for medical ins. Prem./ Prescription
65. Verification for social services
66. Verification for veteran's assist
67. Verification of care attendant
68. Verification of handicapped status
69. Verification of medical disability
70. Verification of unemployment benefits
71. Virginia Employment Commission (SWICA)
72. Vital records form
73. Voucher - lease addendum
74. Voucher amendment
75. Voucher computation, voucher payment
76. Voucher Form A
77. Voucher payments contract
78. Waiver of voucher

Appendix D- List of Portability letters, HUD approved forms and worksheets.

1. 50058 - Tenant data summary
1. Appointment of representative
2. Appointment to review, case of no income
3. Expiration of V (120 days) notification
4. Extension of V notification
5. File request forms
6. Housing discrimination complaint
7. Information for owners & managers on security deposit
8. List of needed verifications
9. Notes on case
10. Receipt of request for lease approval
11. Repayment agreement
12. Second notice of forms needed
13. Tenant termination letter

Appendix E- List of Inspection letters, HUD approved forms and worksheets

1. Appointment of representative
2. Certificate, Voucher issuance letter due to fail
3. File request forms
4. Housing discrimination complaint
5. Housing inspection letter from inspector
6. HQS fail letter
7. HQS inconclusive letter
8. HQS pass letter
9. HQS pass with comment letter
10. Inspection informal review letter
11. Letter establishing date & time of inspection
12. Letter for "no show" by tenant
13. Letter for not responding to first letter
14. Notes on case
15. Re-inspection status letter
16. Special inspection report
17. Tenant responsibility for full/partial rent due to non-compliance.
18. Tenant responsible for full/partial rent due to fail
19. Termination letter due to non-compliance with HQS
20. Waiver of informal review letter
21. Annual inspections without the re-inspections included.

Appendix F- List of Statistical/Management report

1. Percentage of minority participant families.
2. Percentage of single-parent female-head-of-household participant families.
3. Percentage of assisted families on welfare.
4. Percentage of assisted families with earned income.
5. Percentage of assisted families with unique needs for which Contract Rents of up to 120% of the FMRs were authorized by the HUD Field Office.
6. Percentage of families who leased in-place.
7. Percent of assisted families who leased units of smaller or larger sizes than those listed on their Certificate or Voucher.
8. Number of assisted families who have been evicted.
9. Number of families who have left the program.
10. Number of units occupied by handicapped families.
11. Number of vacancies loss claims.
12. Number of security deposit claims.
13. Number of damage claims.
14. Number of unpaid rent claims.
15. Number of HAP Contract terminations due to non-compliance with HQS.
16. Number of owners who have dropped out of the program.
17. Number of families who have applied for the program.
18. Number of units modified or accessible for the non-elderly handicapped.
19. Number of families assisted in each census tract.
20. Number of families/owners, and Housing Authority employees who have engaged in program abuse and subject to disciplinary action.
21. Number of low income families.
22. Number of very low income families.
23. HUD Program Utilization Reports for each program.
24. Number of 10% Exceptions to Rent.
25. Number of hard-to-house families.
26. Number of extremely low income families.
27. List of new participants and tenants who move in after the first of the month.
28. Number of families with "Zero Income".
29. Number of families that are "Over Income".
30. HUD Family Characteristics Report.
31. Recertification Date Listing by Units for Moderate Rehabilitation.
32. Vacancy Listing for Moderate Rehabilitation.
33. Vacancy Listing for Substantial Rehabilitation.
34. Ability to generate other ad-hoc statistical reports as required.
35. Reconciliation report: to reconcile accounting differences between current and previous months data.

Appendix G- List of financial reports and letters

1. Current Housing Assistance payments Vendors listing for the month;
2. Vendor summary by name, account number, program, sequence number, HAP regular amount, UAP regular amounts, adjustment and total amount paid for the month;
3. List of revenue source codes of the Housing Assistance programs;
4. List of Vendors on Housing Assistance payment Master file but not on PRISM file;
5. List of tenants on hold due to not being certified;
6. List of tenants on hold due to failed inspection;
7. List of tenants on hold due to:
 - a. Missing family members;
 - b. Incomplete records;
 - c. Over-income;
 - d. Ineligibility.
8. List of Vendors with negative account balances;
9. List of unit counts by program and subprogram;
10. Preliminary list of PRISM actual disbursements and the Housing Assistance payment financial system's authorized amount for check posting;
11. List of final check postings:
 - a. PRISM amount;
 - b. Master File amount;
 - c. Discrepancies;
12. Sign-off sheet for check postings;
13. FSS report with tenant balances;
14. Expenditure accounting distribution reports: The current chart of accounts has 6 segments;
15. Report of payment totals for:
 - a. Housing Assistance Payments operation system;
 - b. Housing Assistance Payments financial system;
 - c. PRISM system.
16. Letters

- a. Letter to Vendors (remittance advice/payment listing);
- b. Letter to tenants for utility payment or special payment;
- c. Letter to Vendor with tenants on hold (failed or not recertified);
- d. Labels to Vendors for item # 3 above.