

WASHINGTON COUNTY ARKANSAS

ATTN: Alisha Willett
280 N College Ave, Suite 530
Fayetteville, AR 72701



INVITATION TO BID

DUE: 4:00PM – March 29, 2021

Sealed bids must be clearly marked on the outside of the package with:

“RFP 2021-02 Software for CARES Rental Assistance”

PROPOSALS WILL BE OPENED MARCH 30, 2021 @ 10:00 AM

LOCATION: WASHINGTON COUNTY COURTHOUSE

280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701

RFP 2021-02 SOFTWARE FOR CARES RENTAL ASSISTANCE

GENERAL SPECIFICATIONS: The Washington County is seeking proposals for a software to manage CARES Act grant accounting and federal grant guideline compliance.

REQUIREMENT: Bidders must comply with the following requirements to be considered for the evaluation and award process:

1. Bidders must quote 100% of all items within each category; and
2. Bidders must list brand names on the items bid.

INFORMATION: For additional information, email purchasing@co.washington.ar.us. Bidders shall direct bid inquiries to the Washington County Purchasing Office.

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR RFP IN A SEALED ENVELOPE LABELED “RFP 2021-02 SOFTWARE FOR CARES RENTAL ASSISTANCE”.

It is solely and strictly the responsibility of the bidder to ensure that the RFP is received by the Washington County Purchasing Division on or before the specified date and time.

LATE BIDS WILL NOT BE ACCEPTED.

The undersigned hereby offers to furnish & deliver the articles and/or service as specified, and all parts of this offer at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by bidder and Washington County

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

I affirm that the information given on this form is true and accurate as of this date.

Signature: _____ Date: _____

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TERMS AND STANDARD CONDITIONS

1. When submitting a bid/proposal, the bidder warrants that the commodities covered shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified.
2. Sales or use tax is not to be shown in bid price but is to be added by the bidder to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Bidders are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. When bidding other than the brand and/or model specified in the request, the brand and/or model must be listed and descriptive literature attached to the document. The County may require examples of the product bid.
4. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
5. Specifications furnished with this request are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Only designated brands, and products determined to be equivalent, shall be considered.
6. If required, product samples must be furnished at no cost to the county. Samples will become county property thirty (30) days from the date of the bid opening, unless a written request for return is provided to the county before expiration of the thirty (30) days.
7. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
8. The Purchasing Department reserves the right to award items in whole or in part by line item(s).
9. Quality, time and probability of performance will be some of the factors in making an award.
10. Guarantees and warranties should be submitted with the bid/proposal, as they may be a consideration in making an award.
11. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
12. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the bidder and the agent of Washington County.
13. If requested, the bidder must supply Washington County with evidence of current, continuing, proper, and complete insurance coverage. The type of insurance coverage required shall be determined by Washington County based upon the nature and type of bid being submitted.
14. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications at the rate of \$50.00 per day.
15. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown shall be estimates only. No guarantee or warranty is given or implied by the county as to the total amount that may or may not be purchased from any resulting contracts. These quantities shall only be used for tabulation and presentation of the bid and the county reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
16. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
17. All bids/proposals must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
18. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
19. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

1. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

2. INSURANCE

- A. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas. The letter of intent must state the insurance company's willingness to insure the bidder pursuant to the terms of any contract the results from the request for proposal. The bidder shall procure and maintain, at the bidder's expense, the following insurance coverage for the life of the contract. If labor is involved, Washington County requires the bidder to provide, from the insurance company, evidence of the effective dates and the amounts insured.

- B. (i) Workers Compensation: As required by the State of Arkansas.
(ii) Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract. Minimum shall be the total amount of contract.

3. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract or purchase order valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

4. CONTRACT

- 4.1 If applicable a sample of the bidder's contract should accompany the bid.
- 4.2 The budget approval of the contract shall be annually in accordance with A.C.A § 14-20-106,
- 4.3 The County may consider entering a multi-year contract, not to exceed seven years.
- 4.4 At the end of the term of this Agreement (or any renewal term) (the "End Date"), the County may terminate the agreement with a 30 day written notice.

5. SUBMISSION OF BIDS

All bids will be submitted on the forms provided by the County. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations. Should a bidder find discrepancies in the specifications, or should (s)he be in doubt as to the meaning or intent of any part thereof, bidder must, no later than 2:00PM on Tuesday, March 23, 2021, request clarification from the County. Written requested maybe emailed to purchasing@co.washington.ar.us. Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be faxed or delivered to all listed holders of the bid document and posted on the County web-site. Bidders shall acknowledge the receipt of all addenda. Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to bidders for the preparation of their bids. Any such addenda or bulletins shall be covered in the bid, and shall be made part of the resulting agreement.

6. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid/Proposal pages but must be a separate document accompanying the bid.**

Should the County omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Department at least forty-eight (48) hours prior to the time and date of the bid opening shown on page one (1).

7. NOTICE TO BIDDERS

The County may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the County on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the County.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Washington County.

8. AWARD OF CONTRACT

Washington County reserves the right to award bids/proposals by individual line item(s), group, or all or none. The contract will be awarded to the proposal with the lowest responsible and responsive bid that complies with the specifications listed herein.

8.1 A back up bidder will be awarded in the event that the awarded lowest responsible and responsive proposal is not able to comply with this proposal and /or the contract is terminated within the first year of services; and

8.2 Washington County reserves the right to reject any or all bids submitted in response to this solicitation, to waive an informality or technicality, or to accept bids deemed to be in the best interest of the County.

9. TIME SCHEDULE

9.1 RFP posted on County website and legal notice published, March 18, 2021

9.2 RFP requests for interpretations to be submitted by 2:00PM on Tuesday, March 23, 2021

9.3 RFP due at 4:00 PM, Monday, March 29, 2021

9.4 RFP opened at 10:00 AM, Tuesday, March 30, 2021

10. PURPOSE & INTRODUCTION

Washington County is seeking proposals for software to comply with CARES Act rental assistance program Consolidated Appropriations Act, 2021, Pub. L. No 116-260 (Dec. 27, 2020). The scope of services sought must include an all-inclusive case management service consistent with the terms hereafter. In order to expedite processing of grant and sub-grant awards, maintain accounting records, and meet Federal Grant guidelines the software shall include:

10.1 Software Licenses:

In order to prevent any future loss of support, respondents shall provide a perpetual software license agreement without sale/assignments.

10.2 Software Support and Maintenance Fees:

The annual software support and maintenance fees shall not exceed twenty percent of the total software cost and not increase greater than three percent annually.

10.3 Upgrades:

As long as the annual maintenance and license agreement is continued and paid annually, by the county, there will be no additional expense to the county for software updates or upgrades. The awarded software vendor will assist the county in installing these improvements at no extra cost.

10.4 Training:

Respondents must provide training to verify that the end-user comprehends how to operate all of the modules. An all-inclusive electronic training manual shall be provided to all County End-users, if applicable.

10.5 Identical Software Testing Site:

Respondents shall provide an identical, up to date, test site for general usage, updates, and corrections.

10.6 Invoice Milestone Payments:

Invoice payments will be issued according to the following milestone progression:

- A. 25% upon Contract award and Signature; and,
- B. 25% upon installation; and,
- C. 30% upon go live with full implementation and beta functionality; and,
- D. 20% Final payment 8 months after implementation & proven performance.
 1. All modules are actively being utilized.
 2. All required training has been successfully performed.
 3. Software is functioning as proposed.

10.7 Testing of Product:

Sometime during the interview process, the respondent shall provide a virtual replica of the software, provided in this proposal, for testing, question, and answer sessions. This replica shall have the ability to allow various end-users to test simultaneously. The respondent shall offer an end-user trainer during this portion of the interview process. All testing, examples of product and interviews will be recorded. The County will sign non-disclosure agreements to ensure the security of the information being provided.

10.8 Standard Software Features shall include:

- A. A platform for an applicant to apply for rental assistance that includes:
 1. Rental assistance application processing abilities with multi-language forms that are compliant with the ADA (Americans with Disabilities Act);
 2. Remote COVID safe electronic processing;
 3. Payment processing for landlords and participants;
 4. Financial reporting and tracking of all transactions;
 5. Compliance with all Federal and Arkansas (State) audit financial guidelines;
 6. Tracking and monitoring of applicant household status, information, and eligibility for assistance including:
 - i. Application Details,
 - ii. Participant Demographics,
 - iii. Name,
 - iv. Address,
 - v. Phone,
 - vi. Electronic messages (Email),
 - vii. Income details,
 - viii. Application verification support documents
 - ix. Application status,
 - x. Applicant grant money limits,
 - xi. Reason for ineligibility, and
 - xii. System overrides with notes field;
 7. Phone text and/or Email notices to the applicant of status updates or changes concerning each step of the assistance application process including payment, approved amounts, and reason for ineligibility;
 8. Phone text and/or Email notices to the County staff for pending tasks that are needed for the completing the application process;
 9. Phone text and/or Email notices to landlords of application status updates or changes concerning each step of the application process, once an assistance application has been completed by tenants including payment, approved amounts, and reason for ineligibility;
- B. Electronic document attaching capabilities, including:
 1. PDF (portable document format) attachments from personal computer and other electronic devices; and,
 2. Scanning from desktop; and,

- 3. Ability to search, attach, browse, and upload required application documentation.
- C. A secure user login;
- D. Reports and report writing ability for County processing of accounting functions, required Federal and State forms and financial reports, and application tracking;
- E. Ability to extract reports and information to Microsoft Excel;
- F. Tracking and payment history for all disbursements, deposits, fees, and payments;
- G. Role base permission for all users; and
- H. On premises or hosted software will be considered.

10.9 IT (Information Technologies) Approval of System Requirements:

The Washington County IT Department will review and approve all software system requirements.

- A. If interface with County email system is required: Must be compatible with Exchange 13;
- B. If solution is on premises: must be compatible with Winders server and Microsoft SQL 2016; and
- C. Desktop requirements: Windows 10.

10.10 Case Management Services:

In order to provide all-inclusive turn-key services to Washington County, the respondent shall provide the following services concurrently with the rendering of the software:

- A. Provide a designated individual(s) that:
 - 1. Reviews all submitted applications to verify their completeness, accuracy, and eligibility to receive approved payment according to the Act's guidelines and the County's rules for prioritization;
 - 2. Authorizes and disburses payment to eligible applicants;
 - 3. Confirms receipt of payment to the applicant; and
 - 4. Tracks the status and disposition of all completed applications, including appeals for payment, and reports that information upon request of the County.
- B. Provide a system that cross-checks applicant's receipt of other housing benefits to prevent duplicative payments.
- C. Implement strict fraud prevention measures to ensure an equitable distribution of the ERA funds.
- D. Provide a compliance reporting system that satisfies all ERA program-related reporting requirements imposed by the State or US Department of Treasury or other federal authorities.
- E. Assist the County in ensuring compliance with auditing requirements imposed by Arkansas Legislative Audit and the U.S. Department of Treasury or other federal authorities.
- F. Providing a system to accept and process electronic and paper applications, including call center support and other customer assistance functions, and the ability to track and match tenants with landlords even when both apply for the same housing unit.
- G. Audit compliance, to ensure that all audit requirements imposed by the U.S. Department of the Treasury and Arkansas Legislative Audit are met, including without limitation storage and production of all necessary documentation and information for audits of the State's implementation by State and federal authorities.
- H. A real time dashboard that tracks the progress of applications and payments, including the names of the landlords and the total amounts they have received.
- I. Providing support to Washington County in the form of live in-person testimony to the Quorum Court if requested, as well as providing assistance to Washington County in the form of data and draft responses to legislative inquires.
- J. Compliance with all applicable State and federal laws, including section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020).

11. PROPOSAL PRICING, ITEM LIST, & SCHEDULE

Carefully list all description

11.1 Bid Price & Product Information List

Name of Product Proposed: _____

Product Version Number: _____

Number of users included in proposal: _____

500 Users upgrade fee: _____

1,000 users upgrade fee: _____

2,000 users upgrade fee: _____

Unlimited user upgrade Fee: _____

Is this the newest version available	Yes	No
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Total Bid for Software	\$.
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Total Invoice, excluding Taxes	\$.
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Annual Software & Maintenance Fees	\$.
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11.2 Software Requirements

Vendors are instructed to complete the following bid forms by placing a checkmark in the correct column (Yes | No | M | *) for each requirement as described below:

Coding Key:

YES Indicates that the bidder’s standard software is fully compliant, and meets or exceeds the requirements.

NO Indicates that the bidder’s software does not and cannot meet this requirement

M Indicates that a software modification is required to meet and/or exceed this requirement. If there is a cost associated with this modification, list the dollar amount in the comments area.

(*) Indicates the bidder has an alternate method to satisfy a requirement. Place an asterisk (*) and refer in detail to that item in the “Comments to Software Requirements” section or additional pages.

MINIMUM REQUIREMENTS

The following are minimum requirements. Special consideration will be accorded to bidders able to satisfy these requirements. Please answer all questions as stated.

Requirements		YES	NO	M	*	Comments
1.	Can comply with Section 10 (Pg. 5)					
2.	Can comply with Section 10.1 (Pg. 5)					
3.	Can comply with Section 10.2 (Pg. 5)					
4.	Can comply with Section 10.3 (Pg. 5)					
5.	Can comply with Section 10.4 (Pg. 6)					
6.	Can comply with Section 10.5 (Pg. 6)					
7.	Can comply with Section 10.6 (Pg. 6)					
8.	Can comply with Section 10.7 (Pg. 6)					
9.	Can comply with Section 10.8.A.1 (Pg. 6)					
10.	Can comply with Section 10.8.A.2 (Pg. 6)					
11.	Can comply with Section 10.8.A.3 (Pg. 6)					
12.	Can comply with Section 10.8.A.4 (Pg. 6)					
13.	Can comply with Section 10.8.A.5 (Pg. 6)					
14.	Can comply with Section 10.8.A.6 (Pg. 6)					
15.	Can comply with Section 10.8.A.7 (Pg. 6)					
16.	Can comply with Section 10.8.A.8 (Pg. 6)					
17.	Can comply with Section 10.8.A.9 (Pg. 6)					
18.	Can comply with Section 10.8.B (Pg. 6)					
19.	Can comply with Section 10.8.C (Pg. 7)					
20.	Can comply with Section 10.8.D (Pg. 7)					
21.	Can comply with Section 10.8.E (Pg. 7)					
22.	Can comply with Section 10.8.F (Pg. 7)					
23.	Can comply with Section 10.8.G (Pg. 7)					

Requirements		YES	NO	M	*	Comments
24.	Can comply with Section 10.8.H (Pg. 7)					
25.	Can comply with Section 10.9.A (Pg. 7)					
26.	Can comply with Section 10.9.B (Pg. 7)					
27.	Can comply with Section 10.9.C (Pg. 7)					
28.	Can comply with Section 10.10.A (Pg. 7)					
29.	Can comply with Section 10.10.B (Pg. 7)					
30.	Can comply with Section 10.10.C (Pg. 7)					
31.	Can comply with Section 10.10.D (Pg. 7)					
32.	Can comply with Section 10.10.E (Pg. 7)					
33.	Can comply with Section 10.10.F (Pg. 7)					
34.	Can comply with Section 10.10.G (Pg. 7)					
35.	Can comply with Section 10.10.H (Pg. 7)					
36.	Can comply with Section 10.10.I (Pg. 7)					
37.	Can comply with Section 10.10.J (Pg. 7)					

12. FIRM/INDIVIDUAL EXPERIENCE

Fill in all of the requested information below:

I have read this proposal in its entirety, requested any needed clarifications, and have an understanding of this solicitation. Yes No

Can meet all of the qualifications and requirements, of this proposal, in its entirety: Yes No

The County is authorized to contact any references or previous clients: Yes No

Total Number of Employees: _____

Number of Employees Available for Assignment to this Proposal: _____

Number of Years in Business: _____

Average Days Needed to Complete a Similar Project: _____

Do you have past experience providing these services, of similar capacity, to a government or business entity:

Yes

No

If yes answer the following:

a. How many years of experience:

b. Name Government /Business Entity of Reference:

c. Primary Point of Contact with Reference:

d. Phone Number:

e. Email:

() - _____

Provide nine business and / or government references from past job experience:

Reference 1	Reference 2	Reference 3
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone
Email	Email	Email

Reference 4	Reference 5	Reference 6
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone
Email	Email	Email

14. BID CHECK-OFF LIST

Bid Signed

Proof of Insurance Included

All Information is filled in the blanks (terms such as negotiable or case by case will not be accepted)

All Addendums Acknowledged

1 Original & 4 Copies of the Completed Proposal Included