



## Request For Proposal #09-010 FINANCIAL SOFTWARE APPLICATION

**RFP DEADLINE:** TUESDAY, JULY 28, 2009 at 4:30 p.m.  
All proposals must be received on or before the above date and time

**RFP OPENING:** WEDNESDAY, JULY 29, 2009 at 10:00 a.m.

**DELIVERY LOCATION:** WASHINGTON COUNTY PURCHASING  
280 N. College Avenue, Suite 533  
Fayetteville, AR 72701

**CONTACTS PROPOSAL INFO:** Jody Gamble, [jgamble@co.washington.ar.us](mailto:jgamble@co.washington.ar.us) 479.444.1707 or  
Kathy Riley, [kriley@co.washington.ar.us](mailto:kriley@co.washington.ar.us) 479.444.1669

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Washington County is requesting proposals from qualified vendors in accordance with the requirements of this solicitation for a integrated, online, real-time application software systems.

RFP'S shall be submitted in sealed envelopes labeled "RFP 09-010 "Software Application" with the name & address of the respondent. If it is not, the envelope will be opened to be identified and the proposal enclosed therein will not be considered or counted in the tabulation.

Each respondent is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND STANDARD CONDITIONS

**PLEASE READ CAREFULLY**

1. When submitting a "Bid or 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 vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. **Vendors are to register and pay both taxes** directly to the Arkansas State Revenue Dept.
3. Discounts offered will be taken when the County qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "RFP", the brand and/or model must be listed and descriptive literature attached to the document. County may require examples of product bid.
5. Identical Proposals: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. Specifications furnished with this "RFP" 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. Other than designated brands and / or models approved as equal to designated products shall receive equal consideration. All RFP's must meet or exceed the requirements of the documents and must be submitted on the proper forms as prepared and provided by the county.
7. Samples of items, when required, must be furnished free and, if not called for within 30 days from the date of the RFP opening, will become the property of Washington County.
8. 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 RFP is opened. Quality, time and probability of performance will be some of the factors in making an award.
9. Guarantees and warranties should be submitted with the RFP, as they may be a consideration in making an award.
10. 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 parole evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Washington County.
11. 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.
12. 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 are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.

13. 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.
14. 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.
15. In the event a contract is entered into pursuant to the "Request for Proposals", vendor shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. Vendor must include in any and all subcontracts, a provision similar to above.
16. Any ambiguity in any proposal as the result of omission, error, lack of clarity or noncompliance by vendor with specification, instructions and all conditions of the Request for Proposals shall be construed in the light most favorable to the County.
17. The proposal and/or the letter which transmits the proposal to Washington County must be signed by an authorized officer of vendor or the proposal will not be considered.
18. 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 vendor and the agent of Washington County.
19. Washington County reserves the right to reject any and all proposals, to accept in whole or in part, to waive any informalities or technicalities in proposals received, to accept proposals on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by vendor, to accept any item in the proposal. If unit prices and extensions thereof do not coincide, Washington County may accept the proposal for the lesser amount whether reflected by the extension or by the correct multiple of the unit price
20. It is solely and strictly the responsibility of vendor to ensure that the proposal is received by the Washington County Purchasing Department on or before the specified date and time. The County will in no way be responsible for delays caused by any occurrence. The response time will be and must be scrupulously observed. Under no circumstances will proposals delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Companies will not be allowed to withdraw or modify their proposals after the opening date and time.
21. **AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:**  
Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this proposal 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.

## **Application Software**

You are invited to submit a proposal in accordance with the requirements of this solicitation, which are contained herein. Review all pages carefully to assure clear understanding.

Proposals shall be submitted to the Purchasing Department no later than **Tuesday, July 28, 2009 at 4:30 p.m.**

Proposals will be opened on **Wednesday, July 29, 2009 at 10:00 a.m.**, at which time respondents to this request will be publicly identified. No other information regarding the proposals will be divulged until a contract is awarded by the Purchasing Department.

Questions concerning this solicitation should be referred to Jody Gamble, Purchasing Director, (479) 444-1707, [jgamble@co.washington.ar.us](mailto:jgamble@co.washington.ar.us) or Kathy Riley, (479) 444-1669, [kriley@co.washington.ar.us](mailto:kriley@co.washington.ar.us).

Acceptance of Request for Proposal issued by Washington County, as indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or the Buyer, or an employee of Washington County will be disregarded.

This solicitation does not commit Washington County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles or goods or services. Washington County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of Washington County to do so.

**REQUEST FOR PROPOSAL  
FOR  
Application Software**

- 1.0 Introduction** Washington County (the "County") issues this Request for Proposal ("RFP") for integrated, on-line, real-time application software systems.
- 1.1 Term** The required services are to commence not later than a date to be agreed upon by and between Washington County and vendor selected to provide Application Software. Length of contract shall be negotiable based upon each module. No contract will be automatically renewed at the end of any contract term. Written confirmation shall be required.
- 1.2 Termination and Assignment** The contract awarded in response to the RFP (the "Contract") may be terminated without cause by Washington County by giving the other not less than 90 days written notice of intent to terminate as of the date specified to be no less than 12 months. The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be void and of no effect.
- 1.3 Standard of Performance** Vendor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by vendor will be documented and submitted to vendor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP, and shall be grounds for immediate termination of the contract. A review meeting will be called between vendor and Washington County when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. Washington County retains the absolute right to assess whether and when performance is subsequently acceptable.
- 1.4 Inquiries** Inquiries related to the RFP should be directed to the attention of Jody Gamble, Purchasing Director, (479) 444-1707, and fax (479) 973-8401 Any request for clarification must be submitted in writing (fax is acceptable) to the Purchasing Department no later than **Wednesday, July 15, 2009 @ 4:30 p.m.** There will be no response to questions received late. Any clarification given to a prospective bidder will be furnished in writing to all prospective bidders as an amendment, if such information modifies these specifications or is deemed to be necessary in responding to this RFP.
- 1.5 Due In & Open Dates** Sealed, written, competitive proposals will be received until, **Tuesday, July 28, 2009 @ 4:30 p.m., and will be open at 10:00 a.m., July 29, 2009** in the Washington County Purchasing Department, Attn.: Jody Gamble, 280 North College Ave., Suite 530, Fayetteville, AR 72701. **PROPOSAL SHALL BE IN AN ENVELOPE CLEARLY MARKED WITH THE RFP NUMBER ON THE OUTSIDE ALONG WITH THE NAME AND ADDRESS OF THE VENDOR OR IT WILL NOT BE CONSIDERED.** All proposals must be signed by an authorized officer of vendor and must be held firm for acceptance for a minimum period of 120 days after the opening date.
- 1.6 Proposal Format** Each vendor should submit a base proposal in the specified manner, but may also propose other options to Washington County either as additions or alternates to the base proposal. Such additional offerings should be clearly identified. Washington County prefers that vendor's response to this RFP be submitted in same item (paragraph) sequence as proposal - using same item (paragraph) numbers for reference. Washington County requests that Companies submit one original and **10** copies of their proposals plus **required** attachments in either printed form or on electronic media. All electronic media must be readable using either Microsoft Word 2000 or Adobe Acrobat Reader. Companies are cautioned that only written information contained in this RFP (including amendments), are to be relied upon for preparation of a proposal.

- 1.7 Proposal Materials Conservation** Proposals shall be submitted on 8-1/2 x 11 inch paper. The proposal should follow the format laid out under Section 1.6. Binders, brochures, and materials not specified in the RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, the County will request it after review of the proposals.
- 1.8 Award** Washington County reserves the right to reject any and all proposals, or any portion thereof, and readvertise if deemed necessary. Award will be made to vendor whose proposal conforms to the RFP and, in the sole judgment of Washington County, will be most advantageous to Washington County.
- 1.9 Contract** The contents of the RFP shall be incorporated into the final Contract documents. Due to the anticipated complexities of this contract relationship, Washington County reserves the right to negotiate final terms and conditions with vendor submitting proposals.
- 1.10 Cost for Proposal Preparation** Washington County will not reimburse Company's cost incurred in the preparation and submission of proposals. All proposals shall become the property of Washington County upon submission. The County reserves the right to negotiate rates, terms and conditions from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Washington County, Arkansas.
- 1.11 Telegraphic Proposals** Telegraphic or fax proposals sent directly to Washington County offices will **not** be considered.
- 1.12 Acknowledgment of Amendments** Companies **must** acknowledge receipt of amendments by letter, telegram, or fax within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.
- 1.13 Further Information** Companies are cautioned that Washington County is not obligated to ask for or accept after opening date, data that is essential for a complete and thorough evaluation of the proposal. Washington County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. The county seeks to contract with one vendor for software and services. Washington County may consider separate vendors for special needs.
- 1.14 Proprietary Information** After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by vendor prior to submission of the RFP; however, net cost information may not be confidential.
- 1.15 Insurance** All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure vendor pursuant to the terms of any contract resulting from the RFP. Vendor shall procure and maintain, at vendor's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County:
- a. Workers Compensation: As required by the State of Arkansas Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
  - c. Commercial Blanket Bond or equivalent coverage for theft/fraud by employees.
  - d. **Minimum** shall be the total amount of contract.

- 1.16 Bonds.** Vendor will be required to furnish for the initial two years of the Contract a Performance Bond, in a form satisfactory to the County and issued by a surety company authorized to do business in the State of Arkansas, in the amount of the contract, excluding the cost of software licensing. An original and one (1) copy of the bond must be furnished at the time of Contract execution.
- 1.17 Indemnification** Vendor hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge Washington County Government and any of its officers, agents, employees, volunteers and servants from and against any and all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damages of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.
- 1.18 Examination of Records** Vendor agrees that the County or any of its duly authorized representatives shall at any time during the term of this Contract have access to, and the right to audit and examine, any pertinent records of vendor related to this Contract. Such records shall be kept by vendor for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Vendor agrees to refund to the County any underpayments or overcharges disclosed by any such audit, or to take other corrective action as may be required.
- 1.19 Permits and Licenses** Vendor will obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.
- 1.20 Office Contract Administrator** The contract administrator and liaison person for all matters concerning this contract shall be Cheryl Bolinger, Comptroller, 280 N. College, Ave. Suite 538 Fayetteville, AR 72701, phone number (479) 444-1708.
- 2.0 Goals** Washington County's goal is to obtain user friendly, cost effective and thoroughly integrated software applications that will help us streamline operations, improve reporting, support effective interdepartmental communications, enhance planning, provide better service to the community, and provide for software evolution for the next (5) five to (10) ten years.
- 2.1 Background Information** Washington County is one of the largest counties in Arkansas estimated population 194,292 as of 2007. We are located in the northwest corner of the state. Our current full-time employee population is approximately 552. We also utilize temporary, part-time, and contract employees. Washington County offers traditional as well as non-traditional services to its citizens. We offer many public and private grant funded services. Our Sheriff's Office operates a 700+ bed detention facility utilizing both internal and external service providers. The Community and Juvenile Services Departments coordinate a unique mix of youth and family oriented services. With a diverse and growing population, our IS solutions must be scalable and flexible.

Our current system allows 20 simultaneous users. Additional licensing and user inquiries will be discussed/negotiated at a later date.

- 2.2 Required Application Software** The following software solutions are to be proposed all or none:  
**Enterprise Financials/Human Resources (See Attachment A).**

- A. General Ledger
- B. Budgeting
- C. Purchasing/Procurement
- D. Asset Management
- E. Inventory Management

- F. Accounts Payable/Payroll
- G. Human Resources
- H. Transaction Archiving on-line
- I. Accounts Receivable (Need for this will be determined later)
- J. Treasury Accounting (Need for this will be determined later)

## 2.3 **Requirements for Application Software**

- 2.3.1** All source code required to reload and regenerate the software application may be required to be provided to Washington County or be held by a third party.
- 2.3.2** At the end of the application software contract, the vendor must provide Washington County with all County data used by the application in a Microsoft SQL Server 2005 database format. Full documentation for data must also be provided in a digital format.
- 2.3.3** All software provided to Washington County must adhere to all Washington County, State of Arkansas, and Federal laws, regulations, and guidelines as published. To ensure compliance, vendor shall provide annual software upgrades and appropriate documentation for installation into existing systems.
- 2.3.4** In all cases where monetary transactions are processed and recorded by the application software, the application software must adhere to and reinforce generally accepted accounting practices.
- 2.3.5** All data must be stored in a manner that allows authorized county personnel to access the system through a client/server connection and/or a Microsoft Internet Explorer, version 6.x or 7.x, browser connection. The ability to manage end user access and security shall be managed through Microsoft Active Directory.
- 2.3.6** All data shall be stored in a Microsoft SQL Server 2005 database format and be fully compatible with Microsoft end-user software.

**2.4** **Customization Requirements** Washington County expects that the application software selected will require customization to fulfill the county's needs. Companies must include in their proposals hourly pricing for customization requests, which may not be included in the proposed price of the fully installed application software solution. This may be presented as a flat rate or broken down by possible request types, such as programming, configuration, training, or consultation. If any additional costs are to be applied for customization, then a schedule of those costs must be included in the proposal.

**2.5** **Workflow Diagramming and Documentation Requirements** All pieces of work to be completed by the application software are to be documented by the vendor as those pieces of work apply to Washington County and any outside agencies. The documentation must include English statements detailing the process of each piece of work and a graphic diagram representing the functions required to complete the piece of work. Where user input is required in these processes it must be clearly stated in the documentation.

**2.6** **Workflow Re-Engineering** Washington County expects that some current workflow, within the county, can be improved upon and made to be more efficient, cost effective, user friendly, or environmentally sound. Vendor is expected to suggest modifications to current workflow where in the opinion of vendor the process can be improved. Washington County will then decide to modify the workflow or retain the current workflow.

**2.7 Data Migration** Vendor will be responsible for migrating all current and archive data in Washington County's PICK and Access databases at the time of system implementation. Washington County will be responsible for providing access to current database information for migration/setup purposes.

**2.8 Software License** Please provide information on how the licensing is calculated and whether it will be on an enterprise, per user, transaction or some other basis.

**2.9 Information Systems Requirements** System must be compatible with Microsoft Active Directory including the ability to set security and access levels to system through Active Directory. All security and access should be centralized through Active Directory security/account settings.

System must be compatible with Microsoft Windows 2003 and 2008 servers and Microsoft Windows 2000 and XP Professional clients. Vendor must provide timely updates, patches, and upgrades to insure system remains compatible with updates and new releases of Windows server and client software.

System design/architecture must meet technical industry standard(s) and "recommended good practices" including security as adopted/recommended by Arkansas Division of Legislative Audit. Vendor must provide timely updates, patches, and upgrades to stay current with recommended "industry standards" and "good practices".

System must be fully compatible with Microsoft Office Suite versions 2000 and 2003 for purpose of import/export of data, report creation, email, and other standard end-user business practices.

System must provide the ability for authorized Washington County Information Systems employees to access and work with data through Microsoft SQL Server 2005 interface in addition to vendor software front-end interface.

Vendor customer support options must include contact via phone, email, and/or customer service interface. Vendor should provide minimum one hour response for critical problems and same day response for non-critical problems. Vendor should provide options for after hours and weekend support for critical issues.

Vendor must provide detailed migration plan to move existing Washington County data into new system to include pre-migration, migration, and post-migration. Washington County reserves the rights to review, approve, and recommend changes before migration plan is finalized.

Vendor must provide technical support for any third-party software and/or hardware that is a standard part of the system as supplied by the vendor.

System must provide on-site person(s) to assist with migration/setup of existing data to new vendor system.

System must provide capability to log user interaction for audit purposes to include access times, updates, changes, deletion, and other business and administrative actions.

System must provide option of creating customized reports through vendor provided application or third party standard business software to include Crystal Reports and/or Microsoft Office software and/or Microsoft programming languages.

System must be fully compatible with standard Windows printing.

System should include internal standard report creation option(s) for Government agencies to include IRS and other Federal, State, and Local Government Agencies as required by law.

- 2.10 Information Systems Recommendations** System should have the ability to set input fields to specific entries and/or drop-down field options with error messages if incorrect data is entered in field. System report options should include input data error messaging to alert end-user that report is not running or problems exist. System should have a spell check option.
- 3.0 Project Management** The vendor shall be responsible for all aspects of project planning and implementation to ensure a successful installation of application software selected by the County. The vendor shall provide up to date status reports, in writing, to the assigned county representative on a weekly basis from the time of contract signing until acceptance of the system and all its components by the County. The County will provide current and archived data however expects the selected vendor to assume responsibility for the successful migration and conversion.
- 4.0 Training Requirements** All County users of the application software shall be trained on-site by the vendor in all aspects of use of the application software. County technical staff shall be trained on-site, unless otherwise agreed in writing, in all aspects of setup, configuration, and/or modification of the software and any prerequisite systems required to ensure successful operation and maintenance of the software.

Please include in your proposal how additional training will be provided after the initial start-up, and will it include training for employee turnover, remedial training, and additional training as new or modified modules are implemented.

- 5.0 Economic Consideration** Please submit under separate sealed envelope marked with the RFP number and name of your company, information on the following:

- 5.0.1** Cost of software license
- 5.0.2** Costs for modifications/customizations of software
- 5.0.3** Additional costs for interfaces with third party applications
- 5.0.4** Projected maintenance fee schedule for the next five years
- 5.0.5** Cost of additional training after initial start-up
- 5.0.6** Costs for data conversion of current County data to format required by the proposed system.
- 5.0.7** Specify all costs by purchase or lease pricing
- 5.0.8** Please specify the payment schedule your company requests.

**PRICING SUBMITTED IN RFP RESPONSE WILL BE SUBJECT TO DISQUALIFICATION, SUBMIT UNDER SEPARATE SEALED ENVELOPE.**

- 6.0 Official Company Representative** The name, mailing address, and telephone number of vendor's authorized agent with authority to bind the firm with respect to questions concerning vendor's proposal must be clearly stated in the proposal. The proposal and/or the letter, which transmits the proposal to Washington County, must be signed by an authorized officer of vendor.
- 7.0 References** In the proposal, vendor shall provide a list of at least three (3) government clients for which vendor has provided services within the past five (5) years. The list shall include vendor name, address, and contact person with telephone and fax numbers and a brief description of the contractual relationship.

**8.0 Taxes** Vendor will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation.

**9.0 Employment Policies** Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law.

The County is committed to Equal Opportunity. Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.

**10.0 Staff and Capacity to Perform Work.** Vendor shall submit information showing:

- Qualifications of staff that will be assigned to the County account
- Number of Staff Personnel
- Staff Expertise
- Staff Time & Availability

**11.0 Contracts Lost** In the proposal, each vendor must include a list of all accounts that were canceled or not renewed during the past three (3) years. This list is to include the name and telephone number of the primary contact of each account.

**12.0 Proposal Evaluation** The County will review all accepted proposals with particular emphasis on the following:

- Flexibility and ease of use
- Functionality, as determined by the Project Team's evaluation of how well the vendor's product meets the requirements of this RFP
- Technological currency and compatibility
- Observed performance
- Cost and pricing structure for product
- Vendor capability, financial stability and demonstrated ability to meet commitments proposed in response to this RFP
- Implementation strategy, methodology and plan
- Training
- Experience and credibility of proposed implementation team
- Customer references for product and implementation services

The weights to be assigned for each evaluation criterion **will be announced** at the opening of the proposals. Proposal evaluations are the sole responsibility of the County and as such the County is the final authority on the evaluation process.

**13.0 Contracting Limitations** The County's contracting limitations are incorporated into, and made a part of this RFP. (See page titled "Contract Information".)

**14.0 Schedule of Events** The following timeline reflects an optimal commencement plan for Washington County. It is anticipated that an actual implementation timeline will be mutually agreed upon by Washington County and the chosen vendor. All dates are estimates and are subject to change without prior notice.

- Release of RFP June 29, 2009
- Vendor Questions Due July 15, 2009 by 4:30 p.m.
- RFP Responses (Proposals) Due July 28, 2009 by 4:30 p.m.
- RFP's to be opened July 29, 2009 at 10:00 a.m.

**15.0. RFP Response Checklist** Bidders are cautioned to exercise care in the preparation and submission of their proposals. The following items are particularly highlighted for response:

- Per paragraph 1.5 sealed competitive proposals are due at the Purchasing Department no later than **Tuesday, July 28, 2009 @ 4:30 p.m.**
- Per paragraph 1.12 any amendments to the RFP issued by the County must be acknowledged within 48 hours of receipt.
- Per paragraph 1.14 clearly mark any proprietary material (may not include net cost information).
- Per paragraph 1.6 clearly identify base proposal and any voluntary alternates or options.
- Per paragraph 5.0 Submit Economic Consideration under separate sealed envelope clearly marked with RFP number and company's name.
- Per paragraph 6.0, an authorized officer of vendor must sign the proposal and/or the letter, which transmits the proposal to Washington County.
- Per paragraph 1.5 **Clearly Identify Proposal on Exterior of Sealed Proposal Envelope.**
- Per paragraph 7.0 Provide references.

**CONTRACT INFORMATION****A. Washington County may not contract with another party:**

1. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the County upon 30 days written notice whenever there are no funded appropriations for the contract. (Washington County's standard non-appropriation clause is attached page 17.)
2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
3. To indemnify, defend, or hold harmless any party for any liability and damages.
4. Upon default, to pay all sums to become due under a contract.
5. To pay damages, legal expenses or other costs and expenses of any party.
6. To continue a contract once the equipment has been repossessed or the service discontinued.
7. To conduct litigation in a place other than Washington County, Arkansas.
8. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.
9. To engage in arbitration or other alternate dispute resolution.
10. To enter into a lease/purchase agreement that allows for less than the fair market value at the end of the lease.

**B. A party wishing to contract with Washington County should:**

1. Remove any language from its contract, which grants it any remedies other than:
  - The right to possession
  - The right to accrued payments
  - The right to expenses of deinstallation
  - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge in its contract that contracts become effective when awarded by the County.
4. Include the County's non-appropriation clause.

**NON-APPROPRIATION CLAUSE**

Notwithstanding anything contained in this Agreement to the contrary, if the Washington County Quorum Court fails to appropriate funds for subsequent period within the term of this Agreement, the County shall not be obligated to make payments beyond the then current fiscal appropriations period.

Vendor's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by vendor. Vendor shall be entitled, however, to any payments and other payments due and owing during any previous period.

**ENTERPRISE FINANCIALS/HUMAN RESOURCES**

**A. GENERAL LEDGER - Shall have the following features:**

1. Automatic and simultaneous posting of all sub-ledger items in the appropriate general ledger accounts
2. Simultaneous updating of general ledger and cost accounting areas
3. Real time evaluation of and reporting on current accounting data, in the form of account displays, financial statements with different balance sheet versions and additional analyses.
4. Actual individual transactions shall be able to be checked at any time in real time processing by displaying the original documents, line items and monthly debits and credits at various levels such as:
  - account
  - journals
  - summary of monthly debits and credits (balances)
  - balance sheet/fund balance evaluations
5. Support all the functions required for a financial and fund accounting system, to include
  - Flexible structuring of the chart of accounts
  - Real time simultaneous update of the Sub-ledgers and general ledger eliminating time-consuming reconciliation
  - Parallel views of data in both the general ledger and managerial accounting applications
  - Provide for preliminary postings

**B. BUDGETING-When formulating the budget, Washington County shall be able to:**

1. Perform decentralized budget planning and allow the budget to be viewed from a variety of perspectives within the organization
2. Monitor the status of the overall budget as it passes through multiple reviews and approvals
3. Manage the budget's submission to ensure that each portion of the budget is completed properly
4. Control access to budgeting transactions and budget data
5. Manage numerous documents that support budget line items

**C. PURCHASING/PROCUREMENT**

1. Must be able to track acquisitions from cradle to grave including but not limited to: formal and informal on-line bidding and advertising, tabulations, purchase orders, professional service contracts, construction contracts, amendments, multiple year contracts, warranty expirations, fixed assets (depreciation), contract expirations/renewals, etc.
2. Must be able to interface with additional software enhancing the procurement function including but not limited to: business to business vendor communication, real time vendor management, internal commodity cataloguing / end user on-line shopping mall, etc.

**D. INVENTORY MANAGEMENT**

Must provide effective management and control of inventory (capital equipment, repair parts, supplies, etc.) in real time that tracks the movement of inventory throughout all stages of the procurement process.

**E. ASSET MANAGEMENT**

Must provide an integrated comprehensive fixed asset system which provides access to key information such as book value, location of assets, inventory costs, and depreciation values.

**F. ACCOUNTS PAYABLE/PAYROLL – Shall have the following features**

1. Records and administers the accounting data for all vendors. It is also an integral part of the purchasing system: deliveries and invoices are recorded for each vendor.
2. The relevant postings for these documents in the GL component are carried out automatically in response to these transactions. In the same way, the accounts payable component supplies the cash management and forecast component with the figures from invoices necessary to optimize liquidity planning.
3. The payment program settles any outstanding payables that meet the selection criteria established at the time of being scheduled. This program supports all the standard payment methods (checks, electronic transfers etc.) in printed form as well as in electronic form.
4. Postings in accounts payable shall be simultaneously recorded in the general ledger, with different G/L accounts being updated according to the transaction involved (payables, down payments). For monitoring open items, the system shall provide due date forecasts and other standard reports.
5. Software must have the capability for multiple inquiry options including but not limited to: vendor numbers, contract numbers, PO numbers, addresses, fund numbers, department numbers, single and multiple object codes, vendor account numbers, etc.
6. Capability of 1099 tracking, reporting and multiple query options.
7. W-2 Reporting

**G. HUMAN RESOURCES**

Must provide a complete functionality and support for payroll processing and data management, to include:

1. All essential core payroll functions, including earnings and deductions processing, full retro processing, calculation of averages, loans, garnishments, and arrears processing
2. New hire, promotion, termination, and transfer processing

**H. ACCOUNTS RECEIVABLE (To be determined later)**

1. Process payments, manage customer credit and track historical trends
2. Track receivables by fund, source, and revenue categories
3. Payments can be received electronically or entered manually
4. Support any cash application i.e. – manual data entry, auto application, lock-box interface, Electronic Funds Transfer (ETF), Electronic Data Interchange (EDI),
5. Provide online methods for entering and applying cash payments

**I. REPORTS**

Various reports are required by law for multiple reasons. Specific data must be extracted depending on the results required. Must have the ability to specify date ranges for data.