

**REQUEST FOR PROPOSALS
PROPERTY MANAGEMENT SOFTWARE SOLUTION
SOLICITATION NO.: 2022-007**

**PROPOSALS DUE: MONDAY,
AUGUST 22, 2022
AT 3:00 P.M.**

REQUEST FOR PROPOSALS
PROPERTY MANAGEMENT SOFTWARE SOLUTION

SOLICITATION NO: 2022-007

RELEASE DATE: TUESDAY, July 26, 2022

RESPONSE DATE AND TIME: MONDAY, AUGUST 22, 2022 AT 3:00 P.M.
(EST)

TABLE OF CONTENTS

1.0	GENERAL TERMS AND CONDITIONS	4
2.0	MCHA'S RESERVATION OF RIGHTS	7
3.0	SCOPE OF WORK	8
4.0	PROPOSAL EVALUATION.....	12
5.0	PROPOSAL FORMAT	16
6.0	CONTRACT INFORMATION	19

ATTACHMENTS:

(To be completed and returned with proposal)

- Attachment A: Certifications and Representations of Offerors Non-Construction Contract (HUD Form 5369-C)
- Attachment B: Certification Regarding Debarment and Suspension (HUD Form 2922)
- Attachment C: Data Conversion Checklist
- Attachment D: Conflict of Interest Vendor Questionnaire and Verification Form
- Attachment E: Proposal Cost Certification
- Attachment F: Proof of Insurance
- Attachment G: IRS Form W-9

EXHIBITS:

Exhibits included in this RFP are for the Proposer's benefit. They do not need to be submitted with the Proposal package.

- Exhibit 1: Sample Contract
- Exhibit 2: Instructions to Offerors – Non-Construction (HUD Form 5369-B)
- Exhibit 3: Sample of Insurance Certificates and Policy Endorsements

INTRODUCTION

Purpose of RFP

The purpose of this RFP is to solicit qualified proposals so that Housing Authority (HA) may select the applications software which best meets the needs and requirements of the PHA. It is desired that the RFP process will ensure cost competitiveness among respondents or vendors, the PHA urges all interested firms to carefully review the requirements of the RFP. Written proposals containing the requested information will serve as the primary basis for initial selection. The final selection will be based on evaluation criteria as outlined in Section 4.

McKean County Housing Authority hereinafter, "MCHA" or "the Authority") was established in 1971. MCHA's jurisdiction includes all of McKean County. The administrative office is located at 415 West Main Street, in Smethport, Pennsylvania. There are two other satellite offices located in Bradford and Kane Pennsylvania.

RFP INFORMATION AT A GLANCE

MCHA Executive Administrator	Patty Fitzsimmons, Executive Administrator PJFitzsimmons@mcrha.org
Pre-Proposal Conference	[Omitted]
How to fully respond to this RFP by submitting a proposal	As instructed within Section 5 of the RFP document, submit one (1) printed original, and one (1) digital copy contained on a USB Flash Drive.
Proposal submittal return and deadline	Hard copy proposals must be date-stamped by the Authority no later than: MONDAY, AUGUST 22, 2022 no later than 3:00 PM (EST) local time to McKean County Housing Authority 415 West Main Street Smethport, PA 16749
Questions to be received/addendum posted	Questions will be received in writing no later than 4:00 PM (EST) local time on MONDAY, AUGUST 15, 2022 by email to PJFitzsimmons@mcrha.org Responses to all questions will be posted as an addendum and posted to MCHA's website at https://www.mckeancountyhousing.com

1.0 GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to any contract issued hereunder, except where the clauses are self-deleting because of monetary thresholds, or the clause prescriptions. Other provisions, including contract clauses, may be added to individual contract(s) by mutual agreement of the McKean Housing Authority (MCHA) and the Contractor (see sample contract, Exhibit 1, for additional terms and conditions).

It is understood by MCHA and the contractor that, where appearing in the referenced clauses, the terms "Government", "Contracting" "Officer" and named contracting agency shall mean "MCHA", except where the terms "Contractor" and "Subcontractor" are used in a clause where in the normal relationship between parties denoted by these terms is stated or implied. Notwithstanding the above, all audit rights of the Contractor's books and records shall be reserved to the Government.

1.1 CONTRACTING ADMINSTRATOR

The Contract Administrator, identified below, is the sole point of contact regarding this Request for Proposal (RFP) from the date of issuance until selection of the successful respondent.

Patty Fitzsimmons
Executive Administrator
McKean County Housing Authority
415 West Main Street
Smethport, PA 16749
Telephone: (814) 887-5563
Email:
PJFitzsimmons@mcrha.org

1.2 REQUESTS FOR INFORMATION

From the issue date of this RFP until announcement of the successful firm, interested parties with inquiries or in need of additional information shall contact only the fore stated Contracting Administrator, Patty Fitzsimmons. The Contracting Administrator shall respond only to written questions regarding this procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 1.3. Verbal questions related to the interpretation of this RFP will not be accepted. Firms may be disqualified if they contact any employee at MCHA other than the Contracting Administrator regarding this RFP.

1.3 QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Prospective firms are invited to submit written questions and requests for clarifications regarding this RFP. The questions and requests for clarifications must be in writing and received by MCHA's Contracting Administrator within seven (7) days before the proposal due date. Oral questions shall not be permitted. If the questions or requests for clarifications pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications, as, determined feasible by MCHA in its sole discretion, may be answered on or before the date on or before the proposal due date as an addendum to the RFP and issued to all prospective firms that received copies of this RFP. MCHA's written responses will become a part of this RFP.

MCHA reserves the right to amend this RFP at any time by issuing an addendum. The prospective firm shall acknowledge receipt of all such addenda in its proposal. MCHA assumes no responsibility for verbal representations made by its employees unless such representations are confirmed in writing by addendum and incorporated into this RFP.

1.4 AMENDMENT AND/OR WITHDRAWAL OF PROPOSALS

Firms may amend its proposal at any time before the proposals are due. The amendment must be in writing, signed by the firm and received by time set for receipt of proposals. Electronic mail and faxed amendments shall not be accepted.

Firms who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Firms must notify the Purchasing Contracting Officer in writing if they choose to withdraw their proposal.

1.5 RIGHT TO PROTEST

Any actual or prospective bidder, who is aggrieved in connection with soliciting or award of this contract, may address a protest to the Executive Director, 415 West Main Street, Smethport, Pennsylvania 16749, within seven (7) working days after the aggrieved person knows, or should have known, of the facts given rise to the protest.

1.6 AUTHORITY TO RESOLVE PROTESTS

The Executive Director shall have the authority, prior to the commencement of any legal action concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offered, or contractor, actual or prospective, concerning the solicitation or award of a contract. The Executive Director may consult with MCHA's Solicitor for advice regarding the drafting of the response.

If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing. The decision shall state the reasons for the action taken; and inform the protestant of its right to administrative review provided in this procedure.

1.7 STAY OF PROCUREMENT DURING PROTESTS

In the event of a timely protest under this Section, MCHA shall not proceed further with the award of the contract until the Executive Director of Purchasing has made a written determination that the award of the contract, without delay, is necessary, to protect the substantial interests of MCHA.

1.8 FINALITY OF DECISION

The decision of the Executive Director is final and conclusive, unless fraudulent, or any person adversely affected, commences an action in court, or appeals the decision to the MCHA Board of Commissioners.

1.9 ENTITLEMENT TO COSTS

In addition to any other relief, when a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation, but is not, then the protesting bidder shall be entitled to certain costs, including bid preparation costs, but excluding attorney's fees.

1.10 AUTHORITY TO DEBAR OR SUSPEND FROM MCHA PURCHASING

After reasonable notice to the person, corporation, or partnership involved, and reasonable opportunity for that person to be heard, the Executive Director, or his designee, after consultation with MCHA's Solicitor, shall have the authority to suspend such person or entity for cause from consideration for award of a contract. The suspension shall not be for a period of more than three (3) years. MCHA's Solicitor and the Executive Director shall have the authority to refer any matter to HUD if there is probable cause for debarment. A suspension or debarment by HUD shall result in the immediate exclusion from participation in any MCHA and other government program. The authority to debar shall be exercised in accordance with Title 24 CFR et seq. The suspension process will include applicable due process procedures.

1.11 FAILURE TO SUBMIT PROPOSAL

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contracting Administrator by letter or postcard whether they want to receive future solicitations for similar requests. It is also requested that such recipients advise the Contracting Administrator of the reason(s) for not submitting a proposal in response to the RFP. If a recipient does not submit an offer and does not notify the Contracting Administrator that notice of future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

1.12 SALES TAX / VENDOR'S LICENSE

The Authority is a political subdivision of the State of Pennsylvania and therefore is exempt from State, Local and Federal taxes. If applicable, a vendor's license issued by the State of Pennsylvania shall be submitted with the proposal.

1.13 CONTRACTOR RESPONSIBILITY

Notwithstanding the right of the Federal Government and MCHA to review the Contractor's efforts and progress and particularly with reference to the specifications, and deliverable items, which may be provided for elsewhere in this contract, it is expressly understood that the Contractor is completely responsible for the compliance of contract and items with the provisions of this contract and any reviews and approval given by MCHA or the Government, do not relieve the Contractor of this responsibility without written approval of MCHA's Contracting Administrator.

(The rest of this page has intentionally been left blank)

2.0 MCHA'S RESERVATION OF RIGHTS

- 2.1** MCHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested services, proposals deemed non-responsive, respondents deemed not responsible, and conditional proposals.
- 2.2** MCHA, at its sole discretion, may award one or more contracts to perform the services. However, MCHA reserves the right not to award a contract pursuant to this RFP and issue subsequent RFPs if in the Authority's best interest.
- 2.3** MCHA reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience upon written notice to the successful proposer(s).
- 2.4** MCHA reserves the right to require additional information from any Respondent to assist in its evaluation. The information shall be submitted in the form required by the Authority within two (2) days of written request or the proposal shall be deemed non-responsive.
- 2.5** Proposals may be withdrawn by the respondent via written or telegraphic request received by MCHA no later than the time set for opening of the proposals. Any proposal that is withdrawn may nevertheless be opened and reviewed. Proposals opened on the proposal due date shall not be withdrawn without the consent of MCHA for one hundred twenty (120) days after the proposal due date.
- 2.6** MCHA reserves the right to negotiate any fees.
- 2.7** MCHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 2.8** MCHA reserves the right to contact individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the proposal submitted. This includes any previous business conducted with MCHA.
- 2.9** The proposal shall be signed by an official authorized to bind the respondent and shall contain a statement that the proposal is firm for one hundred twenty (120) days from the due date.
- 2.10** MCHA will reject the proposal of any bidder who is debarred by the U.S. Department of Housing and Urban Development (HUD) and/or the State of Pennsylvania for the provision of services to public housing authorities. MCHA reserves the right to reject the proposal of any respondent who has previously failed to perform any contract properly for any purchaser, timely complete contracts of a similar nature; is found not to be in the position to perform the contract; or has neglected the payment of bills or otherwise disregarded obligations to MCHA, purchasers, sub-lenders, material-men, or employees.

3.0 SCOPE OF WORK

OVERVIEW

McKean County Housing Authority (MCHA) is seeking proposals from qualified property management software systems to implement a property management solution. Overall, MCHA desires a comprehensive and integrated property management solution to manage all aspects of MCHA's property management functions.

MCHA intends to enter into a two-year contract with three one-year renewable options. Any increase in cost for each of the option years must be clearly identified by the responder in the proposal. Any increase in cost must be based upon a fixed dollar amount not based upon a Consumer Pricing Index.

Currently, MCHA's Asset Management, Housing Choice Voucher and Financial Services departments utilize Horizon Software for its day-to-day operations.

MCHA desires a comprehensive and integrated property management solution which includes; Public Housing, Multi-Family, Tax-Credit Property Management, Housing Choice Voucher (formerly known as Section 8), Applicant, Resident and Landlord Portals, Waiting List Management, Financial Accounting and Reporting, Financial Budgeting, Resident Rental Payments, Procurement, Document Repository, Inventory and Fixed Asset Tracking, Inspections Management, Grants Management, Reasonable Accommodation tracking, Resident Relocation and Work Order Management.

3.1 GENERAL REQUIREMENTS

Respondents can submit a proposal for the entire property management system or specific functionality, however, must be able to demonstrate capability to integrate with other systems. The selected bidder must ensure that the implemented property management software meets the following:

A. MCHA managed assets:

Approximately, 524 units spread between 6 AMPS and falling under two major programs.

Public Housing:

Approximately 66% of our portfolio.

Multi-Family:

Some of units here are redeveloped/conversion to RAD PBV.

Some units are developed under Low Income Housing Tax Credits (LIHTC)

Some are developed to Office of Multifamily Housing Programs

B. Housing Choice Voucher:

Approximately 468 vouchers in baseline, with the following boutique program:

- Family unification

C. Work Order Management

- The ability to enter work orders into the system and assign to personnel
- The ability to close work orders and assign time worked and worker costs
- Remote work order capabilities including opening, closing, assigning, attaching pictures, and resident signatures
- Integration with resident portals

D. Portals:

1. Applicant, a section where prospective residents can apply for public housing and the waiting lists
 - a. The ability to interface directly with the system of record
 - b. The ability to upload certification documentation
 - c. The ability to examine position on site-based waiting lists
2. Resident, current residents have the ability to:
 - a. View current ledger
 - b. Make rental payments
 - c. Begin the process of recertification
 - i. Including uploading required income documentation
 - ii. Including uploading required family documentation
 - d. Begin the process of interim certifications
 - i. Including uploading required documentation
 - e. The ability to submit work order requests that can integrate into work order module
 - f. View notifications sent by the authority
3. Landlord, prospective and current landlords have the ability to:
 - a. Begin the process of becoming a landlord
 - i. Including the ability to submit required documentation
 - b. View current properties under contract and the amount of subsidy for each
 - c. View recent payments
 - d. View inspection details, including photographs
 - e. Begin & track the RFTA process

E. Financial Accounting and Reporting:

1. Fully functional General Ledger and financial reporting
2. The ability to report from both the Authority level, regional level, AMP level and individual property level
3. The ability to create Financial Data System (FDS) reports
4. Journal entry support retention
5. The ability to create budgets on both the authority level, regional level, AMP level and individual property level
6. The ability to process rent payments
7. Inventory and Fixed Asset tracking
8. Accounts Payable module including the ability to make vendor payments
9. Accounts Receivable module including the ability to track amounts owed and the ability to remove the ability of a current resident from paying rent
10. Payroll module including the ability to calculate earnings on an hourly or salaried basis and the ability to process deductions for mandatory taxes as well as user defined withholdings.

F. Procurement Module:

1. The ability to create purchase requests with designated approval flows
2. Purchase Order creation that flows directly into the financial reporting system
3. The ability to incorporate the budgeted amounts during purchase request and the ability to hard stop a request if over budget
4. The ability to receive a portion of an order
5. The ability to integrate inventory items with work orders
6. The ability to examine blanket contract/PHA-wide contract expenditures relieved at individual sites to total agency contractual amounts.

G. Grants Management:

1. Tracking, budget, expenditures, and balance information with reports and analytics.
2. View of contract/project and compliance task progression, and document review routing.

H. Applications

1. The ability to maintain a live, web based, self-extinguishing or perpetual waiting list, with ongoing draws performed.
2. The ability to track applicants on multiple waiting lists.

3.2 TECHNICAL REQUIREMENTS

1. Conversion of existing data based on retention requirements.
2. Provide customizations specific to MCHA
 - a. Accounting line item requirements
3. Provide any necessary interfaces where required; Data interface with:
 - a. HRIS System
 - b. Third Party Services (inspections)
 - c. MCHA's financial system if not integrated with system
 - d. External Voucher Program Module if not integrated with system
4. System that includes all licensing required
 - a. Provide specifics regarding what licensing is required, how many are needed per occurrence/module
5. Web-based, hosted solution that can be accessed using Internet Explorer 10.0 or higher, allows secure remote access functionality with appropriate screen resolution
6. System that utilizes state of the art technology, limiting the requirements of additional web applications or add-ons (Le. Active X, JAVA)
7. Security
 - a. Ability to establish security to certain functionality and the ability to access different areas by authorized personnel only
 - b. Audit Tools that provide reports and or logs that track changes to key data files and contains, at a minimum; original data, new data, date of change, identity of changer and all changes to security access
8. Export and import data functionality
9. Customizable reporting – client-built reporting capacity
10. Documented business continuity plan to provide system and processing availability in the event of a disaster or other unforeseen event
11. Please provide a detailed implementation transition plan and timetable including but not limited to: set up and data interfacing
 - a. Define data that is interfaced at no cost to MCHA
 - b. Define data that is interfaced at a cost to MCHA
 - c. Please provide the detail of what the cost entails

3.3 TRAINING

1. Describe how you would train MCHA on the use of your proposed solution and services. Include associated costs, where applicable.
 - a. Estimate the training resources required to successfully train personnel for implementation.
 - b. Web based training opportunities and virtual training engagement monitoring/interaction
2. Describe your approach to security administrator training
3. How do you handle ongoing training for MCHA employees?
4. How many hours do you estimate it takes to train a typical user?
5. Following implementation, is there a training/test environment that can be accessed from a production workstation so that live accounts are not affected by training/testing activity? If so, please describe this feature.

3.4 PROJECT IMPLEMENTATION/TRAINING PROCESS:

1. Implementation/Go live training for subject matter experts (SME's), end users and managers
2. Ongoing training for SME's, end users and managers
 - a. Online learning system that offers online, instructor led and classroom-based classes
3. On-site and off-site training, prior to and after "going live" of new or upgraded systems

4. Provide a web-based portal at no additional cost that provides online training which can be accessed anytime and allows users to complete training at their own pace or allows users to attend instructor led webinars via the web
5. Provide general onboarding handbook/user guide for new hires

3.5 ONGOING SUPPORT:

1. Provide designated Account / Relationship Manager, one who will:
 - a. Strive to improve the relationship between their organization and MCHA using methods such as effective communication and implementing measures to improve customer services provided
 - b. Manage disputes and uncertainties raised by MCHA
 - c. Provide resolution
 - d. Provide an interface between business and IT
 - e. Negotiate pricing
2. Provide annual system assessment
 - a. Provide initial snapshot of existing property management system and processes. Analyze current strengths, weaknesses and opportunities for property management activities.
 - b. Provide recommendations for areas of improvement
 - c. Provide training program on suggested areas of the software system that are under utilized
3. Solution Center (Client Services support)
4. Hosting Center (Computer and Database Services, Data Processing, etc.)
5. Reporting technical support

3.6 COST

The vendor cost proposal shall be detailed in narrative form and labeled in Tab 3. The proposal cost, while of secondary importance, will be considered along with other evaluation criteria in determining the proposal that offers the best value to the Agency. The cost must be fair and reasonable.

Please provide proposed costs for:

1. A comprehensive and integrated property management solution as a whole.
 - a. A property management solution to manage all aspects of MCHA's property management.
2. Modules as sold separately.
3. All costs affiliated with the subjects referenced within this RFP.
4. Proposed cost and inclusive periods during which prices for services will not be increased.

3.7 ECONOMIC INCLUSION PARTICIPATION

In furtherance of Section 3 initiatives, 30% of any hiring or training opportunities that are generated through this contract agreement should be provided to Section 3 Residents to the greatest extent feasible.

4.0 PROPOSAL EVALUATION

Proposals received in response to this solicitation will be evaluated using the following evaluation process.

4.1 INITIAL EVALUATION FOR RESPONSIVENESS

Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). MCHA reserves the right to reject any proposals deemed by the Authority not minimally responsive. Each proposal will be evaluated on the factors described in Section 4.7. MCHA intends to award a contract to the Proposer(s) with the highest-ranking scores and whose qualifications and fee proposals the Authority determines is most advantageous to MCHA.

4.2 EVALUATION COMMITTEE

MCHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 1.1 of this document, the Contracting Officer is the only person at the Authority that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.

4.3 EVALUATION PACKET FOR PROPOSALS

Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

1. Instructions to Evaluators;
2. Proposal Scorecard;
3. Copy of all pertinent RFP documents.

4.4 EVALUATION

The appointed evaluation committee shall evaluate the responsive proposals submitted and award points pertaining to the Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Contracting Officer.

4.4.1 POTENTIAL “COMPETITIVE RANGE” OR “BEST AND FINAL NEGOTIATIONS”

MCHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, to conduct a “Best and Final” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any and all interviews are at the sole discretion of the Authority.

4.4.2 DETERMINATION OF TOP-RANKED PROPOSER

The objective and subjective points awarded by the evaluation committee determine the final rankings. Contract negotiations may, at the Authority's option, be conducted prior to or after the Board of Commissioners approval.

4.4.3 NOTICE OF EVALUATION RESULTS

If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

1. Which proposer received the award and the contract price;
2. Each proposer's right to a debriefing and to protest.

4.5 RESTRICTIONS

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Authority evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Authority evaluation committee.

4.6 SCORING CRITERIA

4.6.1 OBJECTIVE SCORING CRITERIA

Objective Scoring is based on the following scale:

5 = Total Applicability The proposal exceeds all the requirements of the RFP and Specifications in a highly competent and superior manner.

4 = Substantial Applicability The proposal meets all the requirements of the RFP and Specifications and, in some respects, exceeds them.

3 = Average Applicability The proposal adequately meets most of the requirements of the RFP and scope. It accomplishes many, but not all of the requirements stated in the RFP and specifications.

2 = Limited Applicability The proposal meets some of the requirements of the RFP and scope but contains some deficiencies. The proposal accomplishes some, but not all of the purposes stated in the RFP and specifications.

1 = Minimum Responsiveness The proposal scarcely meets the requirements and contains many deficiencies. The required documentation is in many respects inadequate, methodologically unsound or scarcely accomplishes the purpose stated in the RFP and specifications.

0 = Non-Responsive A zero value typically constitutes no response or an inability of the vendor to meet the minimum requirement as set forth in submitting the RFP criterion.

4.6.2 SUBJECTIVE SCORING CRITERIA

Subjective scoring is based solely on the overall interpretation by the individual evaluator of the proposer's submitted information. The following criteria will be used for evaluating the subjective categories.

- 5 = Excellent
- 4 = Above Average
- 3 = Average
- 2 = Below Average
- 1 = Poor
- 0 = Non-Responsive

4.7 EVALUATION CRITERIA

The evaluation panel will use both objective and subjective criteria to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal. The scores will then be averaged for each evaluation factor and then the weighted average score for each evaluation factor will be combined to calculate the overall score.

Evaluation Criteria	Points	Weighted Average
<p>1. Qualifications and Experience of the Company and Project Team:</p> <p>Respondent shall submit evidence of the company’s ability to perform the work, as indicated by a description of the staff’s professional and technical competence. The respondent must describe its qualifications, resources, and capacity as it pertains to the requested services.</p>	0-5	15%
<p>2. Methodology and Approach:</p> <p>Maximum consideration will be given to those Respondents who demonstrate a clear and prudent plan for performing the work within the established timeframe.</p>	0-5	10%
<p>3. References and Similar Project Experience:</p> <p>Maximum consideration will be given to those Respondents who demonstrate through their submittal, a documented track record of successfully completing projects of the same type required by this RFP. Relevant experience and past performance will be evaluated through an assessment of previous, similarly related projects completed to date.</p>	0-5	15%
<p>4. Software Solution:</p> <p>Maximum consideration will be given to those Respondents who demonstrate a software solution with that aligns with MCHA objectives; integrated, ease of use, flexible, and robust.</p>	0-5	40%
<p>5. Proposed Cost</p> <p>Maximum consideration will be given to those Respondents who demonstrate through their submittal, the ability to perform the required work at minimum cost to MCHA.</p>	0-5	20%
Total		100%

ADDITIONAL EVALUATION FACTORS

The following factors will be utilized to evaluate Economic Inclusion Points for each proposal received. It is important to note that the Economic Inclusion Points are not a requirement of this solicitation, but are simply additional points available to the proposers. No proposal will be rejected for not receiving any additional points.

BONUS Evaluation Criteria	Points	Weighted Average
<p>6. Section 3 Business Participation:</p> <p>Maximum consideration will be given to those Respondents who demonstrate through their submittal, a commitment to MCHA's Section 3 resident employment and training goals.</p>	0-5	5%

(The rest of this page has intentionally been left blank)

5.0 PROPOSAL FORMAT

5.1 TABBED PROPOSAL SUBMITTAL

It is preferable and recommended that the proposer bind the proposal submittal in a 3-ring binder. All proposals submitted in response to this RFP must be formatted and labeled with the corresponding tab reference noted below.

TAB 1 – EXECUTIVE SUMMARY

- A. **Project Overview.** Include a brief overview of your organization, your understanding of the scope of work, and commitment to perform the implementation of the work.
- B. **Company Profile.** Basic organizational information, size of organization, range of services provided, location of office from which the engagement is to be performed, number of professional staff, and contact information for the individuals who will be authorized to make representations for your organization.
- C. **Qualifications.** Provide a summary of your organization's expertise in the area of software development, support, implementation, training, etc.
- D. **References.** Include at least three (3) references where your organization provided similar project deliverables at other PHAs or agencies of similar size. Indicate the year and timeframe in which each reference engaged with your organization. Vendors are asked to submit contact information from current customers.

TAB 2 – SOFTWARE REQUIREMENTS

- A. **General Requirements.** Provide documentation necessary to describe the functionality of the software as detailed within Section 3.1, A-H.
- B. **Technical Requirements.** Provide documentation necessary to describe the functionality of the software as detailed within Section 3.2.
- C. **Training.** Provide documentation necessary to describe the functionality of the software as detailed within Section 3.3.
- D. **Project Management and Implementation.** Provide documentation necessary to describe the functionality of the software as detailed within Section 3.4
 - Describe your implementation plan, data conversion, system integration, and testing processes.
 - Provide a high-level project plan, along with expected deliverables and estimated timelines.
 - Include typical expectations of MCHA staff commitment.
 - Indicate recommended infrastructure required for the proposed solution; hardware, database, operating system requirements for the server, peripherals, and mobile devices.
 - Include information for cloud or hosted options.
- E. **Ongoing Support.** Provide documentation necessary to describe the functionality of the software as detailed within Section 3.5.

TAB 3 – COST

- A. Vendor will provide costs for all project deliverables as detailed within Section 3.6.
 - i. Vendor will include Attachment C: Data Conversion Checklist
 - ii. Vendor will include Attachment E: Proposal Cost Certification

TAB 4 – ECONOMIC INCLUSION

- A. Include a subcontracting plan demonstrating commitment to MCHA's Section 3 resident employment and training goals as detailed within Section 3.7.

TAB 5 – ATTACHMENTS

The following forms must be included in your response to the RFP and must be signed by an authorized representative of your firm, with the authority to officially submit the proposal and respond to questions concerning the proposal.

Attachment A: Certifications and Representations of Offerors Non-Construction Contract (HUD Form 5369-C)

Attachment B: Certification Regarding Debarment and Suspension (HUD Form 2922)

Attachment C: Data Conversion Checklist

Attachment D: Conflict of Interest Vendor Questionnaire and Verification Form

Attachment E: Proposal Cost Certification

Attachment F: Proof of Insurance

The proposer must provide current proof of insurance and licensing requirements. The proposer shall provide the following certificates evidencing the coverage amounts:

- Workers' Compensation & Employer's Liability
- General Liability
- Auto Liability

Attachment G: IRS Form W-9

5.2 PROPOSAL SUBMISSION

- A. All proposals must be submitted and time-stamped received by no later than the submittal deadline stated herein (or within any ensuing addendum). Normal business hours are 8 a.m. to 5 p.m. Monday through Friday.
- B. The proposal shall be generated on typewritten 8.5" x 11" paper (one side only). One (1) printed clearly marked "**Original**", and one (1) digital copy contained on a USB Flash Drive.
- C. Exhibits: Exhibits included in this RFP are for the Proposer's benefit. They do not need to be submitted with the Proposal package.
- D. All proposals shall be submitted in a single, sealed package, properly labeled. The package containing the proposals shall be labeled on the outside as shown below. The package shall be labeled with the following information:

SEALED PROPOSAL

REQUEST FOR PROPOSAL – PROPERTY MANAGEMENT SOFTWARE SOLUTION

MCHA SOLICITATION NO.

PROPOSALS DUE: MONDAY, AUGUST 22, 2022 AT 3:00 P.M. (EST)

**ATTENTION: PATTY FITZSIMMONS
CONTRACT ADMINISTRATOR
MCKEAN COUNTY HOUSING AUTHORITY
415 WEST MAIN STREET
SMETHPORT, PA 16749**

- E. Proposals, which are received after the response date and time, will be rejected and returned unopened to the sender. This is a mandatory requirement and shall not be waived by MCHA. Overnight express envelopes must be identified as shown above, to eliminate late or mis-delivered proposals. Firms mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposals by MCHA's Contract Administrator. It is the firm's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date shall not substitute for actual receipt of the proposal. Electronic mail and faxed service proposals shall not be accepted. MCHA shall not be responsible for misdirected packages or the premature opening of proposals if the proposal package is not properly labeled. **MCHA DOES NOT ACCEPT RESPONSIBILITY FOR LATE OR MIS-DELIVERED PROPOSALS.**
- F. Contractors must furnish all information necessary to evaluate the proposal. Proposals that fail to meet mandatory requirements of the RFP may be disqualified. Verbal information provided by the contractor shall not be considered part of the contractor's proposal.

(The rest of this page has intentionally been left blank)

6.0 CONTRACT INFORMATION

6.1 CONTRACT FORM

MCHA will not execute a contract on the successful proposer's form of contract and contracts will only be executed on the Authority form of contract and by submitting a proposal the successful proposer agrees to do so. A sample contract containing MCHA's terms and conditions is attached as Exhibit 1 for review. Any exceptions or proposed modifications to this document should be submitted with the bidder's proposal.

Please note that the Authority has no legal right or ability to negotiate any clauses contained within any HUD forms included as a part of this RFP.

6.2 FIXED FEE CONTRACT

The Contract shall be for a Firm Fixed Price. The price to be paid by Purchaser to Contractor shall be for deliverable items set forth in Section 3. In no event shall the total Contract amount exceed the amount that is designated in the final Contract document unless formally modified in writing by the Contract Administrator.

6.3 TERMINATION

MCHA will give one verbal notification to the Contractor to cure deficiencies. A second notification to the Contractor for deficiencies will be in writing and will clearly state that, if required, a third notification will result in termination.

6.4 CONTRACT PERIOD

MCHA intends to enter into a two-year contract with three one-year renewable options, subject to the approval of MCHA's Board of Commissioners, with the successful respondent(s) selected to provide the services.

6.5 EQUAL EMPLOYMENT OPPORUNITY CONTRACTING POLICY

Any questions regarding compliance with the Equal Employment Opportunity requirements should be directed to the MCHA Contract Administrator at (814) 887-5563.

6.6 APPLICABILITY OF PENNSYLVANIA PUBLIC RECORDS LAW

Contractors are advised that all bids/proposals submitted to MCHA are subject to Pennsylvania public records laws, may be subject to disclosure to the public. Information in bids/proposals and other submissions that would be deemed a trade secret or otherwise not subject to disclosure under Pennsylvania public records laws shall be clearly indicated as such by the contractor. Also, the bidder shall submit one copy of its bid/proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents of a bid/proposal or other submission to disclosure under Pennsylvania public records laws.

6.7 INDEMNIFICATION

Contractor shall at all times defend, indemnify, and hold harmless MCHA and its Board of Commissioners, Subsidiaries, Affiliates, directors, officers, agents, servants, and employees from and against any and all claims, actions, causes of actions, liabilities, losses, damages, costs, expenses, judgments or liens, including attorneys' fees, arising from bodily or personal injury, sickness, disease, death, or injury to property of any party arising directly or indirectly from, or in any way relating to, Contractor's performance of the work whether caused in whole or in part by Contractor, its officers, employees, contractors, subcontractors, agents, or anyone for whose acts the Contractor may be liable.

In any and all claims against MCHA, its Board of Commissioners, Subsidiaries, Affiliates, directors, officers, agents, servants, or employees by any employee or agent of the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by the limitation, if any, on the amount or type of damage compensation or benefits payable by or for the Contractor under workers' compensation, disability benefits, or other employee benefits provided by law.

The provisions of this Section will survive the expiration or earlier termination of this Contract.

6.8 INSURANCE

Contractor shall maintain, at its sole expense, throughout the term of the Agreement the following insurance:

- Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, and personal & advertising injury. The policy must extend coverage to MCHA for the respondent's Completed Operations.
- Automobile Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit per accident.
- Workers' Compensation Insurance which meets statutory requirements and Employer's Liability Insurance in the amount of \$500,000 each accident and \$500,000 each disease.

Other than Workers' Compensation insurance, all such policies shall name MCHA as an additional insured and shall state that Contractor's insurance is primary and non-contributory with respect to MCHA and not excess over any insurance already carried by MCHA. **NOTE: The appropriate policy endorsement must be included with the Certificate of Insurance.**

Prior to commencing the work, Contractor shall provide certificates of insurance evidencing the required coverage and shall submit such certificates for approval to the McKean County Housing Authority, Attn: Contract Administrator, Patty Fitzsimmons, 415 Main Street, Smethport, Pennsylvania, 16749, PJFitzsimmons@mcrha.org.

6.9 GOVERNING LAW AND VENUE

The resulting Contract shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Pennsylvania, regardless of conflicts of laws principles. Should any portion of the Contract be found unenforceable due to statute or administrative or judicial decision, the operation or effect of the remaining provisions shall continue unaffected. Venue for any claim or dispute arising under this Contract shall be in a court of competent jurisdiction located in McKean County, Pennsylvania. Contractor consents to and expressly accepts the personal jurisdiction of such court.

6.10 INDEPENDENT CONTRACTOR RELATIONSHIP

The parties to this Agreement expressly intend to create an independent contractor relationship. The parties further agree that the conduct and control of the work to be performed will lie solely with the Contractor. Neither Contractor, its employees, servants, or agents is an agent or employee of MCHA for any purpose, and no partnership, joint venture, employment, principal-agent, trust, or other relationship is created by this Agreement. In no event shall either party have the right or power, either express or implied, on behalf of the other party or otherwise to bind the other party in any way whatsoever.

6.11 INVOICING AND PAYMENT

Invoices or vouchers for payment shall be certified by an approved and responsible official of the Contractor's organization. Each invoice or voucher shall, at a minimum, be supported by a summary of the cumulative costs, a description of the service provided and the date of the performance of service. **EACH INVOICE OR VOUCHER MUST ALSO SHOW THE CONTRACT NUMBER.** The Contractor shall submit one (1) original and two (2) copies of the invoice and mail to MCHA as follows:

McKean County Housing Authority
Accounts Payable – Contract
ap@mcrha.org

MCHA will pay each invoice after approval of a proper invoice by the Executive Director or other designee and showing that there is not disagreement over quantity, quality or contractor compliance with any contract requirement. Contractor will also be required to submit to MCHA evidence of the final payment, after payment has been made at the conclusion of, or termination of the contract.

(The rest of this page has intentionally been left blank)