

REQUEST FOR PROPOSALS
for
Enterprise Resource Planning Software

For the

HAGERSTOWN HOUSING AUTHORITY
35 WEST BALTIMORE STREET
HAGERSTOWN, MARYLAND 21740

Sean Griffith, Executive Director



1/16/2018

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SECTION A- GENERAL INTRODUCTION

A.1 OVERVIEW

The Hagerstown Housing Authority (“HHA”), in partnership with community organizations, agencies and local governments, provides housing opportunities for low and moderate income persons. It takes a leadership role in providing programs and resources for residents that promote and encourage self-sufficiency, self-esteem and self-determination. HHA was formed in 1949 and now manages 1,320 dwelling units in 11 communities and also subsidizes the rental of approximately 943 dwelling units in the private market under the Section 8 Housing Assistance Payments Program, the Housing Voucher Program includes 59 units under Veterans Affairs Supportive Housing (VASH) vouchers. The Authority also built, through national competition programs, two additional communities that we manage and plan to own when tax credit requirements expire. The Authority currently provides housing assistance for approximately 12% of the population of the City of Hagerstown.

Mission Statement:

The Hagerstown Housing Authority is committed to providing quality, affordable housing in a safe environment. Through partnerships with our residents and other groups we will provide opportunities for those we serve to become self-sufficient.

HHA invites responses to this Request for Proposal (RFP) from interested companies to provide an Enterprise Resource Planning (ERP) system and related services as a turn-key solution.

A.2 BACKGROUND

HHA is soliciting proposals from qualified firms with the capacity to provide Enterprise Resource Planning (ERP) application software, related software and interfaces, training and related implementation and maintenance and support services, as an integrated solution. The objective of this RFP is to establish the basic requirements for an ERP system and related services for HHA. The specifications herein are intended to provide vendors with sufficient information to enable them to prepare a proposal in response to this RFP for an integrated software solution, which includes (at a minimum) the following:

- Low Income Tenant Management/Processing
- Market Rate Tenant Management/Processing
- Project Based Voucher Tenant Management/Processing
- Housing Choice Voucher Recipient (Section 8) Processing/Management
- Section 8 Homeownership Processing/Management
- Resident Application/Waiting List
- Resident/Recipient 50058 Processing/Management
- Family Self Sufficiency Management
- HQS Processing

- Inspections Processing/Management
- FDS Processing and Reporting
- VMS Processing and Reporting
- General Ledger Functionality and Financial Reporting
- Budgeting
- Utility Tracking and Management
- Grants Management
- Bank Reconciliation
- Accounts Payable
- Accounts Receivable
- Inventory and Fixed Assets Management
- Work Orders Management
- Contracts Management
- Legal and Collections Management
- Procurement including Purchase Orders and Requisitions
- End-User Reporting
- Executive Dashboard for Key Elements Processing and Reporting
- Query and Analytics Tools/Applications

In addition to software licensing, the selected vendor will provide installation, configuration, data conversion, implementation, testing, go live support, and on-going maintenance and support of the software and related interfaces within a “Cloud”, “SaaS” or “Hosted” environment.

The Respondent will provide a recommendation to HHA to determine in detail how the housing management software system will be used at HHA to meet the project goals and system requirements. The Respondent will also detail the order and sequence of implementation for each module, what efforts including staffing and training will be necessary to implement each module, how connections to other systems will be designed, what data will be stored in the system, what historical data will be converted, etc.

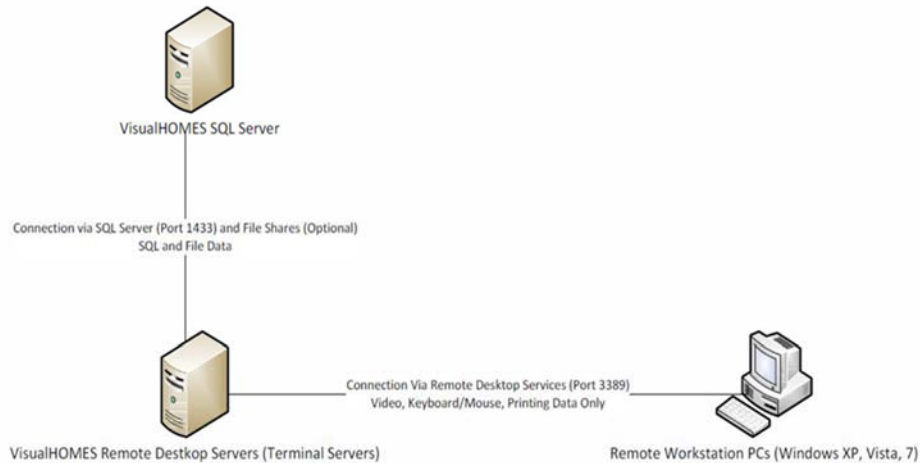
The Respondent will make the recommendation to HHA on which environment to use. HHA will utilize the ‘best’ available environment solution supported by the Respondent. The RFP response must describe in detail the proposed environment and licensing model, including whether the solution is provided from a common cloud or SaaS or a dedicated hosted instance of the Respondent’s solution.

A.3 CURRENT STATE

- a. HHA is a Windows based environment with a mixture of client and Cloud based solutions, utilizing Virtual and Physical Servers. Currently, approximately one hundred personal computers are in use, spanning over five properties throughout the City of Hagerstown.

- b. HHA’s current Housing Management system, Visual Homes, provides a complete software solution for Public Housing, Housing Choice Voucher Program and project-based financial Accounting Management. Visual Homes is a Windows based solution, using a Standard Terminal Server Configuration.

Standard VisualHOMES Terminal Server Configuration



A.4 DEFINITIONS

In addition to other terms defined in this RFP, the following defined terms apply to this RFP (whether or not capitalized):

- 1) AID. Application Interface Description
- 2) UAT. User Acceptance Testing
- 3) API. Application Programming Interface
- 4) Contracting Officer. The person within HHA duly authorized by the governing body thereof to administer contracts for, and in the name of, HHA.
- 5) Executive Director. The Executive Director of HHA.
- 6) Federal Agency. Unless otherwise defined, the United States Department of Housing and Urban Development (“HUD”) and any successor or replacement agencies.
- 7) Proposal. The bidder’s formal written response to the RFP including all ancillary documents and certifications.
- 8) Respondent. Entity submitting a proposal in response to this solicitation. References to Offeror Bidder and Vendor may be used interchangeably with Respondent except where the context indicates otherwise.

SECTION B- SCOPE OF THE SOLUTION AND RELATED SERVICES

B.1 SYSTEM AND IMPLEMENTATION REQUIREMENTS

HHA is requesting proposals from qualified vendors to provide ERP Application Software; interfaces with HHA's existing software applications; data conversion; installation, implementation, configuration and testing services; administrative and end-user training; go live support; on-going technical support and maintenance; and product customization (to the extent needed to fill material product gaps) (any and all of the foregoing sometimes referenced as the "System" or "System Solution" whether or not capitalized). The ERP system to be procured by HHA will include the following minimum functional components:

- Low Income Tenant and Property Management/Processing
- Market Rate Tenant and Property Management/Processing
- RAD Project Based Voucher Tenant and Property Management/Processing
- Housing Choice Voucher Recipient (Section 8) and Property Processing/Management
- Resident Application/Waiting List
- Resident/Recipient 50058 Processing/Management
- Family Self Sufficiency Management
- HQS Processing
- Inspections Processing/Management
- FDS Processing and Reporting
- VMS Processing and Reporting
- General Ledger Functionality and Financial Reporting
- Budgeting
- Utility Tracking and Management
- Grants Management
- Bank Reconciliation
- Accounts Payable
- Accounts Receivable
- Inventory and Fixed Assets Management
- Work Orders Management
- Contracts Management
- Legal and Collections Management
- Procurement including Purchase Orders and Requisitions
- End-User Reporting
- Executive Dashboard for Key Elements (Vacancy Rate, Turnover Days, etc.)
- Query and Analytics Tools/Applications

RFP responses should identify the System Solution's ability to integrate with other

commercially available software systems. In addition, the System Solution must be able to interface seamlessly with existing HHA systems including Microsoft Office and Microsoft Exchange.

Further, the System Solution must be able to meet HHA's requirements for form and report creation and customization.

Offerors shall have capacity to provide a fully integrated System Solution including ERP Application Software, data conversion, interfaces with HHA's existing software applications, installation, implementation, configuration and testing services, administrative and end-user training, go live support, product customization, on-going technical support and maintenance, and other customary services for this type of solution.

Each proposal submission must include a full description of the System Solution, including software functionality (including an indication of whether functionality exists out of the box or may require extensions or customizations) and the standard maintenance and support programs and capabilities. In addition, the proposal must identify the System Solution's ability to address proactively, and on a timely basis, changes in laws and regulations applicable to HHA to ensure HHA's timely compliance with all applicable laws. This includes HUD requirements and regulations as well as State of Maryland Tax Credit requirements and regulations.

The proposal must also identify the software/solution version(s) being proposed, how long it has been in production use by customers in the versions proposed, any HHA required functionality that is not available in the Respondent's solution or will require extensions or customization, any third party products or services that HHA will need to procure in order to implement and use the Respondent's solution, as well as any known limitations on the available functionality or scalability of the System Solution.

Available out of the box APIs and interfaces for use with the System Solution must be identified as well as those that may need to be developed to meet HHA's requirements.

To the extent that any functionality proposed by the Respondent is at the time of the response in "beta" or other non-production form, it must be clearly identified as such in the response.

B.2 RESPONDENT EXPERIENCE

The Respondent must be thoroughly familiar with the application areas specified and have an installed base of customers, preferably US based Housing Authorities, currently using the current version of the software products that is being proposed to HHA. If the software version being proposed to HHA (or any part thereof) has not been in full production use by customers for at least two (2) years, the Respondent will identify how many customers are in production use of that version and of the immediately prior two versions, and will describe any material technical, performance or other support issues or bugs that impact the current version being proposed. The Respondent will demonstrate in the proposal that it has the staff, technical, and financial resources to reliably and timely implement, convert data, train, and otherwise support the proposed System Solution.

B.3 SYSTEM IMPLEMENTATION AND SUPPORT

Each proposal must include a full description of the services that will be required, or that are recommended the Respondent provide in connection with the System Solution, including without limitation implementation, configuration, extensions, interfacing, data migration, testing, training, go live support, product customization, and maintenance and support. The services described should, when completed, result in the provision to HHA of an integrated and fully tested System Solution ready for go live and production use with a complete and accurate data set.

The proposal should describe the recommended go-live approach (i.e., a phase-in approach or single go live approach) and the reasons for such recommendations, and should take into account HHA's abilities given its organizational size. Where more than one go live is the chosen approach, it is anticipated that the Respondent will test new aspects of the solution with existing live parts of the solution to determine whether deployed and new modules and interfaces work properly together and meet performance standards.

The selected Respondent shall be responsible for installation, configuration, implementation, customization, data conversion and testing of the system to the point of successful go live and independent operation by HHA personnel post go live. The Respondent shall provide, configure and maintain three environments of the system, ("Training", "Test", & "Production" environments), within the Respondent recommended System Solution.

Without limiting the foregoing, the Respondent, as part of the proposal, shall describe in detail the services necessary to ensure successful implementation and operation of the System Solution including, but not limited to, the following:

- User Acceptance Testing (UAT) after implementation and full configuration in the agreed upon environment(s), as well as all other types of testing recommended by the Respondent and/or required by HHA in order to determine that the system using HHA's converted data is ready for go live. This should include without limitation suggested UAT testing and acceptance criteria based on criteria that has worked successfully for other installed customers and is approved by HHA, and tests full features, functionality, interfaces and performance of the System Solution (or those portions thereof going live). There is a UAT phase for each part of the System Solution that goes live.
- Application Interface Description
- Development (or delivery if already existing), implementation, testing and maintenance/support of an interface to the existing Ascentis application for generating HHA Payroll transactions into the General Ledger and for Microsoft Exchange and Active Directory.
- Data conversion and migration services – HHA anticipates converting for use with the new System Solution all existing data/data elements that relate to or are needed for using the functionality included in the System Solution. The Respondent shall

provide in detail a recommended approach and scope for data extraction, conversion, cleansing, migration, loading and testing, as well as describe any known limitations or challenges in such efforts based on the Respondent's data conversion experience.

- Go live support, with comprehensive participation and immediate availability of Respondent's personnel pre, during and post implementation.
- Maintenance and support, including without limitation for responding to user and admin inquiries, bug fixes, upgrades, updates, new releases, enhancements and timely tax and other (i.e. HUD and/or State of Maryland) regulatory compliance updates.

The Respondent must also have the demonstrated ability to maintain and support the System Solution after implementation is completed and accepted by the HHA. The support must take the form of on-going programming, engineering, technical and management support for immediate resolution of user and admin problems.

B.4 APPLICATION SOFTWARE REQUIREMENTS

HHA has prepared a series of functional requirements for the proposed ERP application software. These core requirements are included in the System Solution Checklist found in Appendix I to this RFP. Appendix I must be reviewed, completed, and returned by Respondents with their completed submissions.

Appendix II includes a copy of a key current processing forms as an example of the types of forms HHA uses and will continue to use through the System Solution. Also included is the existing General Ledger Account Code structure.

As described above, Respondent submissions must include a narrative discussing the functional fit of their software products to meet HHA's business process requirements. The Respondent's response must address the System Solution's ability to generate other customary forms and communications typical of a housing authority.

The selected Respondent will be required to establish, deliver and maintain/support three complete and separate software environments: 1) Testing environment for updates, upgrades and new releases; 2) Training environment wherein end-users and technical staff can utilize the ERP application software with HHA data; and 3) Production environment. These environments must permit full hands-on functionality and have procedures to update them and make them accessible independently from the production environment. This requirement must be addressed in detail in the Respondent's response, including proposed timeline for delivering each environment.

B.5 ORIENTATION, TRAINING AND IMPLEMENTATION SERVICES

Proposals must describe the recommended System Solution implementation methodology and approach including kick-off and orientation, implementation planning, implementation timeline, roles and responsibilities for HHA and the Respondent for all critical functions, training, and implementation support services. Proposals must include a detailed

description of the recommended methodology including levels of recommended training for administrative and technical staff and end-users, and associated timelines.

It is important that proposals discuss in detail how the Respondent intends to approach the implementation planning phase of the project. HHA anticipates that the Respondent will provide an initial period in which Respondent staff will work with HHA management and end-users to: review current and planned business processes including approval and other workflows; assess the fit-gap between current processes and software functionality; identify options to address gaps; identify other ways to maximize use of the “out of box” functionality in support of HHA’s business objectives; identify table set-up parameters; firm up forms and reports requirements, etc. Based on their prior experiences in comparable installations, Respondents should fully describe their approach to these tasks and associated timelines and roles/responsibilities.

Proposals must also describe the level of HHA staff effort required to implement the system up to go live including identifying recommended internal review and approval processes for the implementation period. HHA will require a formal functional, performance, data conversion and data processing/transactional acceptance period before the system goes live based on criteria acceptable to HHA; the Respondent must include their proposal in that regard. HHA requires that acceptable levels of system performance (in addition to functionality and other customary elements) be identified, benchmarked during the project, tested, and validated during the testing phase prior to go live, and that acceptable levels be maintained and warranted during the post go live warranty and services period by the Respondent.

HHA has also placed a high priority on selecting a Respondent with an experienced training staff and/or subcontractors. HHA will carefully review Respondent training proposals for scope, accuracy and completion. Note that the selected Respondent will be required to submit training agendas and materials for review by HHA in advance of the training. Further, Respondents will be required to conduct an evaluation at the end of each training session to assess the level of knowledge transferred to HHA staff and identify areas where additional or supplemental training is needed. Recommendations for refresher or supplemental training post implementation may also be included in the proposal. The Respondent will include in the proposal a proposed timeline for providing the various training, and the proposed means of conducting the training (onsite, remote, specific to HHA or group classes, etc.).

Without limiting the foregoing, the Respondent must describe when, after award of the contract, the Respondent is prepared to kick off the project, the executive sponsor and key personnel proposed for the engagement (including who will be dedicated to the project), what services will be at HHA’s site or the Respondent’s site, what (if any) services will involve the use of subcontractors to the Respondent, and what (if any) services will be provided from locations outside the United States.

All Respondent personnel (including those of subcontractors) must agree to comply with HHA’s policies, procedures and requirements when on-site at HHA premises and when

accessing or using data, systems or materials belonging to HHA or HHA's customers, stakeholders, licensors and other third parties. The Respondent will confirm that it will remain contractually responsible for the performance and contractual compliance of any of its affiliates and subcontractors involved in the performance of the contract with HHA.

B.6 DATA CONVERSION AND APPLICATION INTERFACE

As noted in this RFP, HHA requires that the selected Respondent assist HHA in converting and migrating existing data to the new ERP system and related testing and data validation, as well as delivering, implementing, testing and maintenance/support of interfaces to allow seamless exchange of data between the new system and HHA's existing platforms. The Respondent shall describe its approach, scope of work, respective roles and responsibilities, and any limitations or conditions regarding those requirements.

B.7 BUSINESS CONTINUITY, SOURCE CODES AND DOCUMENTATION

Respondent must describe business continuity protections that it makes available to other customers and will be available to HHA for HHA to maintain on-going operations and continue use of the System Solution in the event the Respondent is unable to provide the level of services, hosting or support required in the contract or no longer supports the System Solution or if there is a force majeure event. At a minimum, the Respondent shall agree to implement and maintain during the term of the agreement a stand-alone instance of the System Solution (together with all required documentation and other materials) with a mutually agreeable software escrow agent and/or make all System Solution source codes and all annotations, documentation and instructions necessary for a trained programmer to use and manipulate the source code available to HHA in the event that the Respondent is materially unable to provide the solution as required, ceases to conduct its business in the regular course or to exist as a business, is in financial distress, fails to meet the service levels in a recurring manner, or otherwise is unable to provide adequate software support. It is required that this be accomplished via an independent and certified third party software escrow company. HHA must be made a party to a three way escrow agreement which requires the Respondent to post updates to the escrowed software source code (and related documentation) no less than twice yearly. Upon an event triggering the release of the source code, HHA shall have the right to use such source code to support, maintain and enhance its own instance of the solution and further, in the case of a cloud or hosted solution, to receive from the Respondent a copy of the solution in use by HHA with the right to install and implement it at HHA's or its third party provider's data center with a perpetual license at no added cost.

The Respondent may also describe in the proposal other commitments by which uninterrupted access and use of the System Solution will be available to HHA in the event the Respondent is unable to perform.

Copies of supporting technical and end-user documentation and training materials shall be supplied by the Respondent with the system in electronic formats, as well as any changes, updates and new versions thereof subsequently issued by the Respondent. In addition, HHA shall be granted the right to copy, modify and create derivative works of all such documentation and materials for internal use at HHA.

B.8 GO LIVE SUPPORT, WARRANTY, SERVICE LEVELS AND ESCALATION

The Respondent shall specify with detail in the proposal the services, staffing and support that will be provided to HHA immediately prior, during and post go live, including a description of any onsite team and engineering assistance and escalation commitments that will be provided during those critical project stages to achieve a timely and successful go live.

In addition, the Respondent shall specify the warranty that the Respondent will provide to HHA for the implementation work, the data conversion and the System Solution (which shall apply to each go live if more than one is agreed to). HHA requires a minimum post go live warranty on the implementation, data conversion and the software of not less than one hundred and eighty (180) days. That warranty must address data errors, defects, bugs, inaccuracies, functional and performance issues with the solution and interfaces. The Respondent must provide a detailed description of the warranty offered including who provides the warranty, how warranty service will be accessed and any warranty limitations or out of scope efforts.

In addition, HHA requires that the Respondent commit to on-going service levels for the response and resolution of support requests (with 24x7 support included for critical or priority one issues). HHA also requires 99.9% uptime commitment for the System Solution (including interfaces hosted by the Respondent and the related databases) and a reasonable performance service level for latency and speed between system calls or transactions. The Respondent shall provide its service levels proposal and identify the service credits that will be provided for failure to meet the committed levels. This description shall also identify the routine maintenance windows for the solution and any limitations or restrictions on the applicability of the service levels.

B.9 DATA PROTECTION, DISASTER RECOVERY AND BUSINESS CONTINUITY

The Respondent's proposal must include a detailed description of the controls, policies, procedures, redundancies and facilities the Respondent has in place (and is committed to have in place) for ensuring continued access and use of the System Solution and access by Respondent personnel to the Respondent's systems necessary to provide the services to HHA in the event of a disaster or other similar events, and to ensure business continuity. The Respondent will indicate whether it undergoes SOC audits and assessments and provide a summary of any material adverse finding in such audits and assessments upon HHA's request. The Respondent will be required to agree to provide SOC or similar reports to HHA if requested, and to undergo HHA Respondent security and similar audits as requested.

The Respondent's proposal must include a detailed description of the protocols, policies, procedures, controls, facilities and safeguards that it has in place (and is committed to have in place) with respect to the access, use, hosting and protection of personal data provided by or hosted for HHA or generated by HHA's use of the System Solution, which shall be not less than on conformance with prevailing industry practices and standards. The Respondent must also identify how the proposed System Solution can be configured to

ensure HHA can limit access and use of personal data to those with a need-to-know as determined by HHA based on roles and authorizations. HHA personal data cannot be transferred, stored, used or accessed from outside the United States; Respondent must indicate if it is able to comply with this requirement or offers an alternate approach to data storage, access or transfer.

For a cloud or hosted solution, the Respondent must describe how HHA may copy its data stored with the Respondent at any time or obtain a copy upon request. It will be a requirement of the definitive agreement with the selected Respondent that the Respondent agree to provide reasonable transition services to HHA for not less than eight (8) months upon expiration or termination of the agreement for any reason, as reasonably requested by HHA, including without limitation for the return and transfer of HHA's data. The Respondent's proposal shall address Respondent's commitments in this regard.

B.10 THIRD PARTY ITEMS, LICENSING AND ON-GOING AVAILABILITY

HHA expects the selected Respondent to provide a full, integrated solution licensed or supplied by or through the selected Respondent. To the extent, if any, that the Respondent expects HHA to procure separately any software, equipment, services, data sources or other items supplied by third parties, those must be identified with specificity in the Respondent proposal, including an indication of whether the Respondent or the third party will implement, integrate or support the third party item.

The Respondent's proposal must describe in detail the licensing/use rights model for the ERP system proposed by the Respondent, including any limitations or restrictions applicable to the use, access or support of the system or any part thereof. HHA requires that all its internal and external users be able to access and use the proposed system in connection with the present and future business of HHA and its affiliates without material restrictions. The licensing approach proposed must assure HHA continued access and use of the ERP system during the term of the agreement with the selected Respondent.

The selected Respondent will agree not to de-support or phase out any of the material software or functionality of the System Solution for a period of at least seven (7) years from go live, or remove any material functionality of the HHA System Solution and require that HHA purchase or pay for a different module or service in order to regain such functionality.

SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

The instructions below provide guidance for the preparation and submission of proposals. The purpose of the instructions is to establish the requirements for format and content of proposals, so that proposals are complete, contain all essential information and can be easily evaluated.

C.2 SUBMISSION OF INQUIRIES/QUESTIONS

All inquiries regarding this RFP, and any correspondence related to the RFP, shall be submitted in writing to the following:

The Housing Authority of the City of Hagerstown
35 West Baltimore Street
Hagerstown, MD 21740
Attention: George Stull

Email: gstull@hagerstownha.com

Inquiries/Questions concerning this document must be submitted, in writing, no later than Wednesday, February 14th, 2018 by 4:30 PM EST.

All questions and responses will be provided by addendum and posted to HHA's website at www.hagerstownha.org by Friday, February 23rd, 2018.

C.3 SUBMISSION DATE

Technical and Price Proposals and a full response to this RFP must be received no later than 4:30 PM EST on Friday, March 9th, 2018. Proposals shall be submitted in sealed envelopes marked "Enterprise Resource Planning (ERP) Solution Proposal" addressed to:

The Housing Authority of the City of Hagerstown
35 West Baltimore Street
Hagerstown, MD 21740
Attention: George Stull

C.4 CONTENT OF PROPOSALS

Proposals shall be submitted in two parts: Technical and Price. Respondents shall submit one (1) original and three (3) copies of both the Technical and Price proposals, prepared in such format and detail as to enable HHA to make a thorough evaluation and to arrive at a sound determination as to whether the respondent can meet the requirements set forth in this RFP.

Each proposal must be in the format specified and include the required content and responses as requested in this RFP to include, without limitation, a full description of the Respondent's qualifications, software functionality, available/recommended implementation services, available/recommended training services, go live and immediate post go live technical support and warranty coverage, service levels, and standard maintenance and support capabilities. The maintenance agreements will provide for periodic updates to the software for product enhancements, bug fixes, tax and regulatory compliance, etc.

TECHNICAL AND PRICE PROPOSALS

C.5 PART I. TECHNICAL PROPOSAL

This section includes the core technical and solution requirements to be evaluated in this RFP as well as responses to other non-pricing information requested in the RFP. Respondents shall submit Technical Proposals in three parts: Technical, System Solution Profile, and Submittals. The Technical section must include the information specifically identified below as well as other non-pricing responses and information requested in the RFP (even if not identified again in the sections below). Respondents shall submit one (1) original and three (3) copies of the proposals, prepared in such format and detail as to enable HHA to make a thorough evaluation and to arrive at a sound determination as to whether the Respondent can meet the technical requirements set forth in this RFP.

Detailed information about the requirements of each part is listed below. At a minimum, these sections should contain the following:

C.5.1 Proposal Format

Proposals shall be submitted on Company Letterhead; formatted on 8 1/2" x 11" letter-size paper, bound length-wise, with tabs to separate sections. Proposals must include each item in the order outlined in Sections C.5.2 and C.5.3 below. Each sub-section must be separated by tabs with sub-section headings. Proposal shall be submitted as a single package and in accordance with the RFP submission deadlines stated in Section C.3 above. In addition to the paper copies, an electronic copy of the submission on a USB Flash Drive shall be submitted.

C.5.2 Technical Proposal shall contain:

A. Table of Contents

Provide a comprehensive listing and location of all written pages, exhibits, and other materials.

B. Letter of Interest

Respondents shall provide an executive summary/introduction to include: profile regarding the history and attributes of the individual/firm, name of entity, address, website and telephone number; name of contact individual, telephone number, email address, how long the company has been in business, how long it has provided the proposed solution, an organizational chart of the company if it is part of a larger enterprise, and a brief description of the understanding of the scope of work and company's ability to perform work. The Respondent must state whether it or any affiliate has been debarred or restricted from doing business with the United States or a state or local government or governmental agency in the past ten (10) years.

C. Overview

Provide narrative description of the specific software products and services that will be provided by the Respondent to HHA, and that comprise the System Solution.

D. Product Information

This section is worth 15 points out of 500 total points in the Evaluation Factors described in Section E.

Provide technical product information and detailed data covering all components of the proposed System Solution. This should include a detailed discussion of the application software, interfaces, technology platform, any included third party software, environments, and security attributes of the System Solution including a summary of the security set-up procedures, Technical Support and Training Services for all software components.

E. “Cloud” or “Hosted” Solution

This section is worth 20 points out of 500 total points in the Evaluation Factors described in Section E.

Provide description of the “Cloud” or “Hosted” solution; minimum and recommended configurations for desktops; proposed service levels including language in accordance to uptime, recovery time objective, response and resolution of support issues and latency, scalability of the solution and any inherent or known limitations on scalability. Describe in detail the proposed environment(s) and licensing/service model, including whether the solution is provided from a common cloud, as SaaS or a dedicated hosted instance of the Respondent’s solution. Further, provide a detailed description of the redundancies, back-up, and business continuity policies, procedures and facilities applicable to the hosted or cloud environment and related databases (include the recovery point objectives and recovery time objectives), and the organizational, structural, physical, and information security features, policies and procedures applicable to the infrastructure, facilities and databases that will be used to host the System Solution and store any HHA data.

F. Current Software

This section is worth 15 points out of 500 total points in the Evaluation Factors described in Section E.

Provide description of current software version being proposed including frequency of updates, upgrades and new releases, and a description of anticipated new functionality and modules. If the software offers functionality or modules that are not being proposed for the HHA System Solution, identify those.

The proposal must also identify the software/solution version(s) being proposed, how long it has been in production use by customers in the versions proposed, any HHA required functionality that is not available in the Respondent’s solution or will require product extensions or customization, any third party products or services that HHA will need to procure in order to implement and use the Respondent’s solution, as well as any known limitations on the available functionality of the solution.

If the software version being proposed to HHA (or any part thereof) has not been in full production use by customers for at least two years, the Respondent will identify how many customers are in production use of that version and of the immediately prior two versions, and will describe any material technical, performance or other support issues or bugs that impact the current version being proposed.

To the extent that any functionality proposed by the Respondent is at the time of the response in “beta” or other non-production form it must be clearly identified as such in the response.

G. Functional Fit/Appendix I

This section is worth 80 points out of 500 total points in the Evaluation Factors described in Section E.

Provide narrative discussion of the functional fit of Respondent product based on a review of HHA’s System Solution Checklist and current operational procedures included in Appendix I and the other requirements of this RFP required interfaces. Respondents must complete Appendix I and indicate the extent to which their products fit HHA’s specifications and current and proposed procedures, and clearly identify any gaps. For identified gaps, an approach to bridging the gaps should be proposed based on information known at the time of the submission. This section must address the Respondent’s and the solution’s ability to implement and provide functionality that allows HHA to meet HUD and other regulatory requirements applicable to it as a housing authority.

H. Implementation Scope, Timing and Methodology

This section is worth 50 points out of 500 total points in the Evaluation Factors described in Section E.

Detail recommendations and proposal for the System Solution implementation. Include a discussion of the data conversion and migration methods, approach and scope of work recommended by Respondent. This section should specifically describe the implementation and data migration scope, planning process and methodology, including without limitation, the approach and level of effort proposed by the Respondent to conduct requirements gathering, specification development, business process analysis, fit-gap analysis and/or other front-end planning and analysis efforts. Roles and responsibilities of Respondent and HHA, testing approach, and go live approach must be addressed. The response should address, in detail, proposed UAT as well as all other types of testing recommended by the Respondent in order for the system using HHA’s converted data to be ready for go live. This should include without limitation suggested acceptance criteria based on criteria that has worked successfully for other installed customers (which must include both functional and performance measurements and testing to benchmarked acceptable levels of performance). The Respondent must describe what services will be at HHA’s site or the

Respondent's site, what (if any) services will involve the use of subcontractors to the Respondent, and what (if any) services will be provided from locations outside the United States.

The response must detail a proposed project plan, and proposed kick-off, installation, implementation, set-up, data conversion, testing and go live time frames for all components of the System Solution in a detailed milestone schedule format, including any material sub-milestones. The Respondent must describe when, after award of the contract, the Respondent is prepared to kick off the project.

I. Proposed Project Team Qualifications

This section is worth 20 points out of 500 total points in the Evaluation Factors described in Section E.

Provide a full staffing proposal and resumes of key personnel responsible for planning, development, implementation, training, and management of the ERP system implementation services, identifying their time commitment and availability for the project, as well as personnel primarily responsible for on-going support of HHA post go live maintenance and support, including identifying the senior personnel responsible for HHA's account and for issue escalation/problem resolution. Resumes shall include names, qualifications and years employed by the company. Experience within current position and projects that the individual has been involved with that demonstrate ability to complete the desired outcomes, on time, and within cost.

Describe processes used by the Respondent to check background and qualifications of personnel, and to determine that personnel meets the legal requirements to work in the United States and to check that no personnel is on any list of persons with whom United States persons or companies may not do business (e.g. SDN/OFAC list).

The escalation path available to HHA for resolving material issues with the implementation or the on-going use of the System Solution must be identified. The Respondent must indicate its willingness to provide a stable implementation team for the HHA project, whereby key personnel are not removed from the project or made unavailable except in circumstances outside of the Respondent's control.

J. Prior Experience and References

This section is worth 25 points out of 500 total points in the Evaluation Factors described in Section E.

Provide an overview/summary of your firm's completed projects of a similar scale to HHA, as well as implementation success rate and timelines for successful implementation. Detail past performance in terms of a demonstrated prior record

of experience, successful implementation of the recommended software system(s) at agencies comparable in size, scale and mission to HHA. Also, identify two prior implementations of a similar solution that were not successful or took longer or went substantially over budget and describe the reasons and lessons learned.

Not less than three (3) recent professional references from clients demonstrating that your company has provided similar systems and services (including a similar solution) as described in the “Scope of Services.” Also provide two references for a project that was not successful either because it was not completed or because it did not complete on time and on budget. Include for each reference name, address, telephone number, description of work performed and the date completed. The contact person should be someone at a management or executive level with experience working directly with the Respondent’s project team, and the challenges and successes of the project and experience with the Respondent’s post go live maintenance and support services and service levels. At least two of the references from successful projects must have used the Respondent’s services to assist substantially with data conversion and migration.

HHA will contact companies for Reference Check to obtain information on the following:

- Professionalism
- Staff Knowledge/Expertise
- On time/on budget considerations
- Quality of work and services
- Functionality and user friendliness of the solution/individual components)
- Data migration services
- Interfaces
- Final Product/Solution
- Customer Support and Warranty Service
- Overall Satisfaction/Challenges/ Successes

K. Warranty; Service Levels.

This section is worth 20 points out of 500 total points in the Evaluation Factors described in Section E.

Specify the warranty that the Respondent will provide to HHA for the implementation services and the System Solution. HHA requires a minimum post go live warranty on the implementation and the software of not less than one hundred and eighty (180) days. The warranty must address correction of data errors, defects, bugs, inaccuracies, functional and performance issues with the solution and interfaces. The Respondent must provide a detailed description of the warranty offered, including who provides the warranty, how warranty service will be accessed and any warranty limitations or out of scope efforts.

In addition, HHA requires that the Respondent commit to on-going service levels for the response and resolution of support requests (with 24x7 support included for critical or priority one issues). HHA also requires a service level of 99.9% uptime commitment for the System Solution (including interfaces hosted by the Respondent and the related databases) and a reasonable performance service level for latency and speed between system calls/transactions. The Respondent shall provide its service levels proposal and identify the service credits that will be provided for failure to meet the committed levels. This description shall also identify any limitations or restrictions on the applicability of the service levels.

L. Data Protection; Disaster Recovery.

This section is worth 30 points out of 500 total points in the Evaluation Factors described in Section E.

Provide a detailed description of the protocols, policies, procedures, controls and safeguards that is in place (and is committed to be kept in place) with respect to the access, use, transfer, storage, security and protection of personal data provided by HHA or generated by HHA's use of the System Solution and hosted or stored by or on behalf of the Respondent, which shall be not less than in conformance with prevailing industry practices and standards. Provide a copy or summary of a recent third party auditor report on the Respondent's data protection, privacy and security safeguards and controls and well as the Respondent's financial/operational controls (e.g. SOC reports). Describe if the Respondent has been the subject of an actual or suspected data security breach within the past five (5) years, or has been the subject of a governmental investigation or class action involving an actual or suspected data security breach. Detail how the Respondent proposes to handle any actual or suspected data security breach involving HHA data, including without limitation with respect to investigation, cooperation, third party notices, credit monitoring/identity theft protection and indemnification.

Provide a detailed description of the controls, policies, procedures, redundancies and facilities the Respondent has in place (and is committed to keep in place) for ensuring continued access and use by HHA of the System Solution and access by Respondent personnel to the Respondent's systems necessary to provide the services and the solution to HHA in the event of a disaster or other similar events, and to ensure business continuity.

M. Maintenance and Support.

This section is worth 30 points out of 500 total points in the Evaluation Factors described in Section E.

Detail the proposed annual support/maintenance program applicable to the System Solution. If the maintenance and support is included as part of the solution service or subscription fee, indicate so. In either case, identify in detail the scope of the maintenance and support services that will be available to HHA and any service exclusions. Detail the extent to which upgrades, updates, fixes, new

versions and new releases of the System Solution (including the interfaces) are included in the maintenance/support to be provided to HHA and their frequency and testing/deployment approach. Describe the approach for testing and training on upgrades, updates, new versions and new releases before deployment, and any requirements for HHA to move to new versions or releases. This description shall also identify the routine maintenance windows for the solution.

The selected Respondent will agree not to de-support or phase out any of the material software or functionality of the System Solution for a period of at least seven (7) years from go live, or remove any material functionality of the HHA System Solution and require that HHA purchase or pay for a different module or service in order to regain such functionality.

N. Minority & Female Business Enterprise Efforts

This section is worth 15 Points out of 500 total points in the Evaluation Factors described in Section E.

It is the policy of HHA that maximum practicable opportunity be provided to Minority & Female Business Enterprises to participate in the contracting and purchase activities initiated by the Housing Authority.

This participation may be in the form of general contracting, subcontracting, supply of materials, equipment, or as minority tenant employees of the contractor/subcontractor.

C.5.4 Submittals shall contain:

- A. Provide a copy of the Respondent's standard software license agreement including product warranty. If the solution is not subject to a license agreement and offered as a service or subscription, provide a copy of the proposed services or subscription agreement and all other legal terms and documents (including those for the implementation services). If the standard agreement(s) does not include the requirements of this RFP, provide a redlined copy of the standard agreement(s) showing how the Respondent proposes to change its standard contracts to meet HHA's requirements (including those identified in section B of this RFP).

The agreements must meet the license scope, support, warranty, SLA, disaster recovery/business continuity, data protection and other requirements identified in this RFP.

In addition, the agreements must include comprehensive data security and privacy provisions based on prevailing practices for the protection of personal data, designed to safeguard HHAs data and handle at Respondent's expense data breaches resulting from unauthorized access or use, malware, and malicious

acts/cybercrime, with respect to any HHA data in the possession or control of the Respondent or its affiliates or contractors and agents or occurring through any of their systems or computing devices.

The agreements must include reasonable indemnification of HHA and its affiliates and personnel against costs incurred and liabilities to third parties resulting from data breaches, breaches of confidentiality, gross negligence and willful misconduct and intellectual property claims.

The agreements must include an on-going warranty that the solution will perform substantially in accordance with its documentation and specifications and scale-up to HHA's reasonable usage requirements for as long as HHA is using the solution and has paid the fees due to the Respondent.

Submission of the Respondent's proposed form of contract(s) does not obligate HHA to accept the form of contract or limit HHA's right to negotiate the contract. The initial submission will be used, however, to grade the Respondent's proposal.

- B. Provide a copy of proposed annual System Solution support/maintenance contract or terms. If the maintenance and support is included as part of the service or subscription fee, indicate so. In either case, identify, in detail, the scope of the maintenance and support program and any exclusions. The ongoing maintenance and support must meet the required SLAs and other requirements of this RFP, and include all upgrades, updates, fixes and new versions/releases of the solution and support must be available for as long as HHA is paying the applicable fees.

Maintenance and support must include a commitment to have in place, based on reasonable and prevailing practices, redundancies, disaster recovery and business continuity policies, procedures, facilities and commitments for as long as HHA is using the solution, not less than those agreed upon by the parties on the contract date. Submission of the Respondent's proposed form or terms for maintenance and support does not obligate HHA to accept the form of contract or limit HHA's right to negotiate the contract. The initial submission will be used, however, to grade the Respondent's proposal.

- C. Provide Proof of carried insurance that covers all operations of the Respondent and its affiliates regarding the System Solution and implementation and on-going services. HHA's minimum Insurance Requirements are specified in Section D.

C.6 PART II. PRICE PROPOSALS

C.6.1 General Requirements:

The Price Proposal is worth 165 points out of 500 total points in the Evaluation Factors described in Section E.

Price Proposals shall detail the costs of the proposed ERP products and services required to implement, go live and maintain and support the System Solution including data migration and interfaces. HHA is seeking pricing for the full implementation and training on the proposed solution; any exclusions must be clearly identified in the response as well as any assumption applicable to the Respondent's response that may impact the pricing.

The Price Proposal shall provide detailed costs for each component of the System Solution and each deliverable required to complete the Scope of Services included with this RFP.

Implementation and Training Costs shall include hourly rates for all required personnel.

Respondent shall ensure that the proposed rates offered are the lowest discounted (government) rate offered to similar clients and will be required to certify so.

Respondents are required to include and specify complete cost and price for all supplies, materials, solution components and services required to complete the Scope of Work, including up to go live and thereafter through use, maintenance and support of the solution. Third party fees, if any, payable by HHA in connection with the implementation and use of the solution must be identified.

HHA expects a firm, fixed price, pricing proposal. HHA anticipates paying the Respondent based on meaningful milestones reflecting the progress achieved in the implementation, with a reasonable holdback payable once the system has been in production use for at least two (2) months without any material errors or performance issues. HHA anticipates paying for on-going access and use of the System Solution and related maintenance and support through recurring fees. The Respondent shall submit its proposal to meet these pricing requirements, as well as the proposed time and material rates for out of scope or future services, which rates must be provided in the manner set forth above in this section.

HHA will negotiate costs and final proposal details with the Respondent or Respondents deemed most advantageous and most qualified to provide these services to the agency. The Respondents are, however, expected to provide their most favorable pricing proposals as part of the responses.

C.6.2 Price proposal inclusions:

The personnel required in performance of the contract shall be identified and their rates shall be supported by supplying the following:

- 1) Direct salary rates;
- 2) Overhead rates;
- 3) General and Administrative rates, if any;
- 4) Profit or fee

C.6.3 Fair Price Statement:

Provide a statement that the Respondent's firm warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

C.6.4 Cost Responsibility:

The Respondent is fully responsible for controlling its cost of performing this contract and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project task dollar amounts or misunderstandings of the project requirements or scope. These amounts shall include all allowable costs related to the performance of this contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

C.6.5 Cost Analysis

HHA will perform a cost analysis of the Respondent's Price Proposal. The cost analysis will allow HHA to determine the reasonableness of the proposed contract price.

C.6.6 Travel Reimbursement

HHA will not reimburse for personnel time while on travel to/from HHA, or for travel expenses of Respondent's personnel traveling between the Respondent's various offices/locations. Each Price Proposal must include the Respondent's proposal for reimbursement of allowable travel expenses, an estimate of the travel expenses anticipated, and any proposed caps or controls on travel expenses.

C.7 CONFLICT OF INTEREST

In submitting a proposal, the Respondent affirms that to the best of its knowledge, there exists no actual or potential conflict between the Respondent's business and financial interests and any commissioner, officer, employee, or agent of HHA or HHA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

C.8 COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed to be the most qualified overall.

C.9 MANNER OF AWARDS

HHA may award a contract(s) upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best and final terms from a cost, scope and technical standpoint. Proposals shall represent the best efforts of the Respondents and will be evaluated as such. Proposal should set forth full, accurate, and complete information as required by this solicitation.

C.10 RETENTION

All proposals are property of HHA shall be retained by HHA and therefore, will not be returned to the Respondent.

C.11 FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise HHA, by letter or email, whether they want to receive future solicitations for similar request. It is also requested that such recipients advise HHA of the reason(s) for not submitting a proposal in response to this solicitation.

C.12 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired. No credit will be given for general marketing or promotional materials.

C.13 PROPRIETARY OR CONFIDENTIAL INFORMATION

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by HHA for things other than evaluation purposes. HHA reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination. Responses and related submissions may be subject to the Freedom of Information Act as noted below.

C.14 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

Proposals and modifications to proposals that are received in the designated HHA office after the exact time specified in the RFP are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

1. The proposal or modification was sent by documented registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of Respondents;
2. The proposal or modification was sent by mail and it is determined by HHA that the late receipt at the location specified in the RFP was caused by mishandling by the Postal Service before receipt or by HHA after receipt; or
3. The proposal is the only proposal received.

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent, either by registered or certified mail, shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.

Any request for withdrawal or request for modification received after the time and date set for submission of offers at the designated location for submission shall be considered “late”.

A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.

A late modification of a successful proposal, which makes its terms more favorable to HHA, shall be considered at any time it is received and may be accepted at the sole discretion of HHA.

C.15 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR

The Respondent must demonstrate to the satisfaction of HHA, its capability to perform fully the contract requirements in all respects. Therefore, the Respondent shall furnish any reasonable information requested by HHA in order to determine its ability to perform.

C.16 SIGNING OF OFFERS

The Respondent shall sign and print or type its name on the proposal. The signing of the proposal shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal may be grounds for disqualification, if prior to selection of award, or termination, if discovered after award. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of the agent's authority to bind the Respondent, unless that evidence has been previously furnished to HHA.

Proposals by a partnership must be signed with the partnership name by one of the partners of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by a limited liability company shall be signed by a member or manager of the company, followed by the signature and designation of the person signing, if such member or manager is an entity. Proposals by Corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation. The Corporate Seal must be affixed thereto. If the offer is signed by other than the President or Vice President, evidence of authority to so sign must be furnished by resolution of the Board of Directors meeting or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures.

C.17 FREEDOM OF INFORMATION ACT

The Freedom of Information Act, 5 U.S.C. § 552, is a federal freedom of information law that allows for the full or partial disclosure of previously unreleased information and documents controlled by the United States government. Specifically, the law provides that "any person has the right to inspect, and, at his or her discretion, to copy any public record of a public body except as expressly exempted by the Act." Further, a "public record" has been defined as "any document, book, or photographic image, electronic data

recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business.” Thus, public information submitted in response to this solicitation to HHA may be subject to disclosure under the Freedom of Information Act.

C.18 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

Proposals must be accompanied by a written guarantee that the Respondent will keep its initial offer open for at least ninety (90) days from the date of receipt of the proposal or the last modification thereto, whichever is later, and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least sixty days (60) days from the date of receipt or the last modification thereto, whichever is later; and upon acceptance by HHA of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the solicitation.

C.19 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS

Respondents shall acknowledge in their proposals, receipt of addenda or amendment(s) to this solicitation.

C.20 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written, certified mail to HHA at the above listed address prior to the deadline date. Negligence on the part of the Respondent in preparing the submission confers no right of withdrawal or modification of the submission after the deadline has elapsed.

C.21 ACCEPTANCE OF PROPOSALS; RESPONDENT SELECTION

Respondents are responsible for all their costs associated with the preparation of their proposals, the demonstration and interview process, and the contract negotiation process. Without limitation and at its sole option, HHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications, to negotiate with finalists, or to waive any informality. Respondents may be excluded from further consideration for failure to fully comply with the specifications of this RFP. HHA may decide to reject all proposals and/or to reissue this RFP with modifications.

HHA shall reject the proposal of any Respondent who has been barred from working on HUD and/or State of Maryland projects.

SECTION D - CONTRACT TERMS

D.1. TERM OF CONTRACT

The period of performance under this contract shall be for a minimum of five (5) years. For a software as a service, hosted or cloud solution, HHA requires the right to access and use the solution and related maintenance and support for a period not less than five (5) years from go live.

D.2 TYPE OF CONTRACT

This is a fixed price contract for the solution and services as outlined in the Scope of Services and this RFP. The Respondent shall provide all specified items required by HHA. HHA is responsible for payment only on modules being installed and implemented.

D.3 TIME

Time, if specified in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated.

D.4 METHOD OF COMPENSATION

1. Payment of Services:

HHA will pay for implementation services only on modules being installed based on successful accomplishment of meaningful agreed upon milestones of the solution implementation (Net 30 from invoice receipt upon milestone accomplishment). HHA anticipates payment for the access and use of the solution and related maintenance and support through recurring fees or such other payment arrangement as is proposed by the Respondent and agreed to by both parties. To the extent the Respondent's proposal includes licensing fees that are not part of the services fees, those will be paid partly at milestones during the project as agreed upon (Net 30 as above).

2. Submission of Payment Requests

All payment requests must be addressed as follows and forwarded to:

Hagerstown Housing Authority
Attn: Accounts Payable
35 West Baltimore Street
Hagerstown, MD 21740
Email: lyoung@hagerstownha.com

Proper invoices shall contain the following information:

- Contract Number
- Purchase Order Number
- Identification of licensing/services/subscription/fees to which the invoice relates and of all services performed consistent with the contract requirement and supporting documentation; in the case of milestone payments, invoice must include a certification that the milestone has been successfully achieved and HHA has signed off on such milestone.

Failure to provide all documentation as outlined in this section may delay payment of invoices.

HHA's Accounts Payable Division processes checks for payment weekly.

D.5 SECTION 3

The Section 3 component is worth 15 points out of 500 total points in the Evaluation Factors described in Section E.

Section 3 is a provision of the Housing and Urban Development act of 1968, which requires that programs receiving funding under HUD provide to the greatest extent feasible opportunities for job training and employment to low income residents.

Contractors and Vendors must make a good faith effort to utilize Section 3 residents as trainees and employees and make a good faith effort to award contracts to Section 3 business concerns.

A Section 3 business enterprise meets any one of the following three circumstances:

- a) Is 51% or more “owned” by Section 3 residents, or
- b) Whose permanent, full time employees include persons at least 30% of whom are currently Section 3 residents, or
- c) A business concern that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet Section 3 qualifications.

A Section 3 resident meets any one of the following three circumstances:

- a) A public housing Resident, or
- b) A “low income” resident of the Section 3 covered area or
- c) A person seeking training and employment preferences (bears responsibility of providing evidence of eligibility).

D.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

A proposal including proprietary or confidential information in its offer shall conspicuously display the following information on the first page of the proposal if the Respondent does not want the proprietary or confidential information disclosed to the public for any purpose or used by HHA, except for evaluation purposes or as required by law:

That the offer includes proprietary or confidential information that shall not be disclosed outside of HHA and HHA’s contractors, consultants and advisors assisting HHA with this procurement, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal and negotiate with the Respondent (if applicable), or as required by applicable law;

That if a contract is awarded to the Respondent, HHA and HHA’s contractors, consultants and advisors shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;

That this restriction does not limit HHA's right to duplicate, modify, disclose or use the proprietary or confidential information if it is independently developed, or obtained from another source without restriction, or for audit or investigation purposes, or to funding sources, or as required by applicable law, or to use the same or similar information and materials that are provided by other bidders or are known in the industry or not unique to the Respondent;

That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.

The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, or any information that is not actually proprietary or confidential. HHA has the right to question or reject as inappropriate the designation of information as proprietary or confidential.

In addition to the requirements above, the Respondent shall conspicuously mark each separate sheet containing proprietary or confidential information it wishes to restrict with a notation to the effect that the use or disclosure of proprietary or confidential information contained on the sheet is subject to the restriction set forth on the first page of the proposal.

D.7 RESPONSIBLE CONTRACTORS

HHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offer, HHA will consider such matters as the Respondent's:

1. Integrity
2. Compliance with public policy
3. Record of past performance
4. Financial and technical resources

Before a proposal is considered for award, the Respondent may be requested by HHA to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In addition, the HHA may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.8 RESPONDENT'S KEY PERSONNEL

The key personnel specified in the Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Respondent shall notify HHA in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. Replacement of key personnel is only by reasonable approval of HHA.

D.9 CONSENT TO SUBCONTRACT

The Respondent must obtain the consent of HHA to subcontract any portion of the work. All Respondents are required to include in their proposal a list of any proposed subcontractors, and a list of tasks/items, if any, which the Respondent intends to subcontract all or any portion of work. Approval of any subcontractor will not relieve the Respondent from full responsibility for the oversight of the subcontractor and the satisfactory performance of the work, as well as compliance with the agreement by such subcontractor as if it was Respondent personnel.

D.10 NO WARRANTY

Respondent is required to examine the RFP, specifications and instructions pertaining to the services required. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

D.11 EXPENSE OF THE RFP SUBMISSION

All expenses incurred in the preparation and submission of proposals and modifications thereto in response to the RFP shall be borne by the Respondent.

D.12 CANCELLATION

HHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of HHA. HHA further reserves the right to waive any minor information in its discretion on any proposal received, if it is in the best interest of HHA to do so. The decision as to who shall receive a contract award and on what terms, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of HHA.

D.13 BEST AND FINAL OFFERS

HHA may award a contract upon the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Respondent's best terms from a cost and technical standpoint. However, if discussions are held with respondents, all respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers ("BAFOs") at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation.

After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in HHA's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all respondents still within the competitive range.

D.14 AWARD AND EXECUTION OF CONTRACT

The Executive Director of HHA shall appoint an evaluation panel to review and evaluate proposals. HHA may request that one or more of the highest ranked firms prepare detailed proposals including more detailed price proposals.

HHA may, at its option and based on its determination of HHA's best interests, negotiate mutually agreeable changes in the proposal and in the proposed definitive agreements prior to execution of the agreements between the parties. The Respondent's final proposal, along with these requirements and specifications will be incorporated into the contract by reference.

The Respondent contract is subject to review and approval by the HHA Board of Commissioners.

SECTION E – EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

All proposals will be evaluated based on the evaluation criteria outlined within this RFP by an appointed Evaluation Panel. HHA will determine a competitive range based on the established criteria and point system. The Evaluation Panel may consider a proposal unacceptable if it lacks critical information or the submission represents a major deviation from the requirements of this RFP. Minor omissions, such as incomplete references may, at the sole option and discretion of the HHA, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the Proposal Format Requirements specified within this solicitation. Proposals that do not comply with these requirements may be rejected without further review.

The evaluation factors and the comparative scoring of the factors shown in E.3 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the Executive Director. Compliance with other requirements of this RFP will be factored in the final selection.

HHA reserves the right to reject any and all proposals determined to be inadequate or unacceptable. HHA may award a contract upon the basis of initial offers received without discussions. Therefore, each initial offer should contain the respondent's best terms from a price and technical standpoint.

E.2 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

HHA will make an award to the most responsible and responsive Respondent whose offer conforms to the solicitation and is most advantageous to the HHA (i.e., that which represents the best value to the HHA), scope, cost or price and other factors considered. The proposed cost must be considered reasonable and must reflect the proposed technical approach.

HHA may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.

The combined relative merit of the technical evaluation factors listed in the technical Proposal and below will be more significant than cost or price in the selection of the Contractor.

E.3 TECHNICAL AND COST EVALUATION AND SELECTION CRITERIA

Respondents are required to respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

The following evaluation factors will be used, with a total possible score of 500 points.

Upon receipt of proposals, HHA shall conduct a review to determine that each proposal has met the format requirements specified in this RFP.

E.3.1 Breakdown of Technical and Price Evaluation Factors

CRITERIA	MAXIMUM POINTS
TECHNICAL PROPOSAL	
<p>Prior Experience and References Provide an overview/summary of your firm’s completed projects of a similar scale to HHA, implementation success rate and timelines for successful implementation. Detail past performance in terms of a demonstrated prior record of experience, successful implementation of the recommended software system(s) at agencies comparable in size, scale and mission to HHA. Identify also two prior implementations of a similar solution that were not successful or took longer or went substantially over budget and describe the reasons and lessons learned.</p> <p>Not less than three (3) recent professional references from clients demonstrating that your company has provided similar systems and services (including a similar solution) as described in the “Scope of Services.” Also provide two references for a project that was not successful either because it was not completed or because it did not complete on time and on budget. Include for each reference name, address, and telephone number, description of work performed and the date completed. The contact person should be someone at a management or executive level with experience working directly with the Respondent’s project team and the challenges and successes of the project and experience with the Respondent’s post go live maintenance and support services and service levels. At least two of the references from successful projects must have used the Respondent’s services to assist substantially with data conversion and migration.</p> <p>HHA will contact companies for Reference Check to obtain information on the following:</p> <ul style="list-style-type: none"> • Professionalism • Staff Knowledge/Expertise • On time/on budget Considerations • Quality of Work and Services • Functionality and user friendliness of the solution/individual components • Data migration services • Interfaces • Final Product/Solution • Customer Support and Warranty Service • Overall Satisfaction/Challenges/ Successes 	25
<p>Product Information Provide technical product information and detailed data covering all components of the proposed System Solution. This should include a detailed discussion of the application software, interfaces, technology platform, any included third party software, environments, and security attributes of the System Solution including a summary of the security set-up procedures, Technical Support and Training Services for all software components.</p>	15
<p>Cloud or Hosted Solution Provide description of the “Cloud” or “Hosted” solution; minimum and recommended configurations for desktops; proposed service levels (including with respect to uptime, recovery time objective, response and resolution of support issues and latency), scalability of the solution and any inherent or known limitations on scalability. Describe in detail the proposed environment(s) and licensing/service model, including whether the solution is provided from a common cloud, as SaaS or a dedicated hosted instance of the Respondent’s solution. Further, provide a detailed description of the redundancies, back-up, and business continuity policies, procedures and facilities applicable to the hosted or cloud environment and related databases (include the recovery point objectives and recovery time objectives), and the organizational, structural, physical, and information security features, policies and procedures applicable to the infrastructure, facilities and databases that will be used to host the System Solution and store any HHA data.</p>	20

CRITERIA	MAXIMUM POINTS
TECHNICAL PROPOSAL	
<p>Current Software Provide description of current software version being proposed including frequency of updates, upgrades and new releases, and a description of anticipated new functionality and modules. If the software offers functionality or modules that are not being proposed for the HHA System Solution, identify those. The proposal must also identify the software/solution version(s) being proposed, how long it has been in production use by customers in the versions proposed, any HHA required functionality that is not available in the Respondent’s solution or will require product extensions or customization, any third party products or services that HHA will need to procure in order to implement and use the Respondent’s solution, as well as any known limitations on the available functionality of the solution. If the software version being proposed to HHA (or any part thereof) has not been in full production use by customers for at least two years, the Respondent will identify how many customers are in production use of that version and of the immediately prior two versions, and will describe any material technical, performance or other support issues or bugs that impact the current version being proposed. Available out of the box APIs and interfaces for use with the System Solution must be identified as well as those that may need to be developed to meet HHA’s requirements. To the extent that any functionality proposed by the Respondent is at the time of the response in “beta” or other non-production form it must be clearly identified as such in the response.</p>	15
<p>Functional Fit Provide narrative discussion of the functional fit of Respondent product based on a review of HHA’s System Solution Checklist and current operational procedures included in Appendix I and the other requirements of this RFP. Respondents should review the Appendix I and RFP materials and indicate the extent to which their products fit HHA’s specifications and current and proposed procedures, and clearly identify any gaps. For identified gaps, an approach to bridging the gaps should be proposed based on information known at the time of the submission. This section must address the Respondent’s and the solution’s ability to implement and provide functionality that allows HHA to meet HUD and other regulatory requirements applicable to it as a housing authority.</p>	80
<p>Maintenance and Support The proposed annual support/maintenance program applicable to the System Solution. If the maintenance and support is included as part of the solution service or subscription fee, indicate so. In either case, identify in detail the scope of the maintenance and support services that will be available to HHA and any service exclusions. Detail the extent to which upgrades, updates, fixes, new versions and new releases of the System Solution (including the interfaces) are included in the maintenance/support to be provided to HHA and their frequency and testing/deployment approach. Describe the approach for testing and training on upgrades, updates, new versions and new releases before deployment, and any requirements for HHA to move to new versions or releases. This description shall also identify the routine maintenance windows for the solution. The selected Respondent will agree not to de-support or phase out any of the material software or functionality of the System Solution for a period of at least seven (7) years from go live, or remove any material functionality of the HHA System Solution and require that HHA purchase or pay for a different module or service in order to regain such functionality.</p>	30

CRITERIA	MAXIMUM POINTS
TECHNICAL PROPOSAL	
<p>Implementation Scope, Timing and Methodology Detail recommendations and proposal for the System Solution implementation. Include a discussion of the data conversion and migration methods, approach and scope of work recommended by Respondent. This section should specifically describe the implementation and data migration scope, planning process and methodology, including without limitation the approach and level of effort proposed by the Respondent to conduct requirements gathering, specification development, business process analysis, fit-gap analysis and/or other front-end planning and analysis efforts. Roles and responsibilities of Respondent and HHA, testing approach, and go live approach must be addressed. The response should address in detail proposed UAT as well as all other types of testing recommended by the Respondent in order for the system using HHA’s converted data to be ready for go live. This should include without limitation suggested acceptance criteria based on criteria that has worked successfully for other installed customers (which must include both functional and performance measurements and testing to benchmarked acceptable levels of performance). The Respondent must describe what services will be at HHA’s site or the Respondent’s site, what (if any) services will involve the use of subcontractors to the Respondent, and what (if any) services will be provided from locations outside the United States. The response must detail a proposed project plan, and proposed kick-off, installation, implementation, set-up, data conversion, testing and go live time frames for all components of the System Solution in a detailed milestone schedule format, including any material sub-milestones. The Respondent must describe when, after award of the contract, the Respondent is prepared to kick off the project. The response to this Section must take into account the requirement to implement the financial modules of the System Solution first, and describe the approach to achieving the financial module implementation and go live while working on the remaining of the System Solution implementation.</p>	50
<p>Proposed Project Team Qualifications Provide a full staffing proposal and resumes of key personnel responsible for planning, development, implementation, training, and management of the ERP system implementation services (identifying their time commitment and availability for the project), as well as personnel primarily responsible for on-going support of HHA post go live maintenance and support, including identifying the executive sponsor of HHA’s implementation project and the senior personnel responsible for HHA’s account and for issue escalation/problem resolution. Resumes shall include names, qualifications and years employed by the company, experience within current position and projects that the individual has been involved with that demonstrate ability to complete the desired outcomes, on time, and within cost. Describe processes used by the Respondent to check background and qualifications of personnel, and to determine that personnel meets the legal requirements to work in the United States and to check that no personnel is on any list of persons with whom United States persons or companies may not do business (e.g. SDN/OFAC list). The escalation path available to HHA for resolving material issues with the implementation or the on-going use of the System Solution must be identified. The Respondent must indicate its willingness to provide a stable implementation team for the HHA project, whereby key personnel are not removed from the project or made unavailable except in circumstances outside of the Respondent’s control.</p>	20

CRITERIA	MAXIMUM POINTS
TECHNICAL PROPOSAL	
<p>Warranty; Service Levels Specify the warranty that the Respondent will provide to HHA for the implementation services and the System Solution. HHA requires a minimum post go live warranty on the implementation and the software of not less than one hundred and eighty (180) days. The warranty must address correction of data errors, defects, bugs, inaccuracies, functional and performance issues with the solution and interfaces. The Respondent must provide a detailed description of the warranty offered, including who provides the warranty, how warranty service will be accessed and any warranty limitations or out of scope efforts.</p> <p>In addition, HHA requires that the Respondent commit to on-going service levels for the response and resolution of support requests (with 24x7 support included for critical or priority one issues). HHA also requires a service level of 99.9% uptime commitment for the System Solution (including interfaces hosted by the Respondent and the related databases) and a reasonable performance service level for latency and speed between system calls/transactions. The Respondent shall provide its service levels proposal and identify the service credits that will be provided for failure to meet the committed levels. This description shall also identify any limitations or restrictions on the applicability of the service levels.</p>	<p>20</p>
<p>Data Protection/Disaster Recovery Provide a detailed description of the protocols, policies, procedures, controls and safeguards that it has in place (and is committed to keep in place) with respect to the access, use, transfer, storage, security and protection of personal data provided by HHA or generated by HHA’s use of the System Solution and hosted or stored by or on behalf of the Respondent, which shall be not less than in conformance with prevailing industry practices and standards. Provide a copy or summary of a recent third party auditor report on the Respondent’s data protection, privacy and security safeguards and controls and well as the Respondent’s financial/operational controls (e.g. SOC reports). Describe if the Respondent has been the subject of an actual or suspected data security breach within the past five (5) years, or has been the subject of a governmental investigation or class action involving an actual or suspected data security breach. Detail how the Respondent proposes to handle any actual or suspected data security breach involving HHA data, including without limitation with respect to investigation, cooperation, third party notices, credit monitoring/identity theft protection and indemnification.</p> <p>Provide a detailed description of the controls, policies, procedures, redundancies and facilities the Respondent has in place (and is committed to keep in place) for ensuring continued access and use by HHA of the System Solution and access by Respondent personnel to the Respondent’s systems necessary to provide the services and the solution to HHA in the event of a disaster or other similar events, and to ensure business continuity.</p>	<p>30</p>

CRITERIA	MAXIMUM POINTS
COST PROPOSAL	
<p>Price Proposal Price Proposals shall detail the costs of the proposed ERP products and services required to implement, go live and maintain and support the System Solution including data migration and interfaces. HHA is seeking pricing for the full implementation and training on the proposed solution; any exclusions must be clearly identified in the response as well as any assumption applicable to the Respondent’s response that may impact the pricing.</p> <p>The Price Proposal shall provide detailed costs for each component of the System Solution and each deliverable required to complete the Scope of Services included with this RFP.</p> <p>Implementation and Training Costs shall include hourly rates for all required personnel.</p> <p>Respondent shall ensure that the proposed rates offered are the lowest discounted (government) rate offered to similar clients and will be required to certify so.</p> <p>Respondents are required to include and specify complete cost and price for all supplies, materials, solution components and services required to complete the Scope of Work, including up to go live and thereafter through use, maintenance and support of the solution. Third party fees, if any, payable by HHA in connection with the implementation and use of the solution must be identified.</p> <p>HHA expects a firm, fixed price, pricing proposal. HHA anticipates paying the Respondent based on meaningful milestones reflecting the progress achieved in the implementation, with a reasonable holdback payable once the system has been in production use for at least two (2) months without any material errors or performance issues. HHA anticipates paying for on-going access and use of the System Solution and related maintenance and support through recurring fees. The Respondent shall submit its proposal to meet these pricing requirements, as well as the proposed time and material rates for out of scope or future services, for which rates must be provided.</p> <p>HHA will negotiate costs and final proposal details with the Respondent or Respondents deemed most advantageous and most qualified to provide these services to the agency. The Respondents are, however, expected to provide their most favorable pricing proposals as part of the responses.</p>	<p>165</p>

E.3.2 Breakdown of Other Criteria

Maximum 15 Points

CRITERIA	MAXIMUM POINTS
SECTION 3 PROPOSAL	
1. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments	2 points
2. Will hire HHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors	3 points
3. Proposes to provide funding for training for a HHA resident or program participant	3 points
4. Will provide pro bono services to resident controlled companies or residents desiring to start a company either as a for-profit or non-profit entity	2 points
5. Proposes to subcontract supportive services to Section 3 businesses	2 points
6. Vendor submits a unique proposal that supports the requirement of Section 3 “to provide HHA residents and program participants with training and/employment opportunities”	3 points

Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulation at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

A Section 3 Business is defined as a business that is 51% or more owned by low-income individuals OR, a business whose full time workforce includes, at minimum, 30% low income individuals OR, a business who subcontracts in excess of 25% of the total amount of its contract to section 3 businesses.

E.3.2 Minority & Female Business Enterprise Efforts

Maximum 15 Points

CRITERIA	MAXIMUM POINTS
MINORITY & FEMALE BUSINESS ENTERPRISE EFFORTS PROPOSAL	
1. Vendor submits proposal that supports the policy of HHA that maximum practicable opportunity be provided to Minority & Female Business Enterprises to participate in the contracting and purchase activities initiated by the Housing Authority. This participation may be in the form of general contracting, subcontracting, supply of materials, equipment, or as minority tenant employees of the contractor/subcontractor.	15 points

ALL RESPONSES SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY THE EVALUATION PANEL, AND THE RESPONDENT(S) RECEIVING THE HIGHEST RATING BASED ON THE CRITERIA WILL BE RECOMMENDED AS CAPABLE OF PROVIDING SERVICES IN A MANNER THAT IS ADVANTAGEOUS TO HHA. HHA MAY REJECT ANY OR ALL RESPONSES THAT ARE DETERMINED NOT TO BE IN HHA'S BEST INTEREST REGARDLESS OF RATINGS. IN ADDITION, HHA RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES HHA'S BEST INTEREST TO DO SO.

SECTION F - TIMETABLE (SELECTION PROCESS)

F.1 TIMETABLE

HHA will endeavor to follow the timetable set forth below:

Advertise Date	January 16, 2018
Issue Request for Proposals	January 16, 2018
Deadline for Question Submission	February 14, 2018
Deadline Submission for Proposal	March 9, 2018
Demonstration and Evaluation Period	Begin March 12, 2018
Contract Negotiation	Begin April 30, 2018
Presentation to HHA Board of Commissioners (Contract Approval)	May 10, 2018
Contract Award	May 14, 2018

DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE HAGERSTOWN HOUSING AUTHORITY AND WITHOUT PRIOR NOTICE.

APPENDICES

- Appendix I – System Solution Checklist
- Appendix II – HHA Sample Forms
- Appendix III – Sample Pricing Worksheet
- Appendix IV – Sample Vendor Profile
- Appendix V – Sample Reference Worksheet