



**415 EAST INDEPENDENCE
TULSA, OKLAHOMA 74106**

**REQUEST FOR PROPOSALS # C21-044
FOR
PROJECT MANAGEMENT AND YARDI TRAINING / SUPPORT SERVICES**

**PROPOSALS ARE DUE ON OR BEFORE
October 4, 2021 @ 2:00pm Central**

**HOUSING AUTHORITY OF THE CITY OF TULSA
PURCHASING OFFICE
601 SOUTH BOULDER AVE., SUITE 900
TULSA, OKLAHOMA 74119**

Issue Date: September 3, 2021

**Tomas L. Neal, CPO
Purchasing Agent**

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Housing Authority of the City of Tulsa
&
Affordable Housing Property Solutions, Inc.

REQUEST FOR PROPOSALS

The Housing Authority of the City of Tulsa (THA) / Affordable Housing Property Solutions, Inc. (AHPS) and its assignees, invites for proposals for Project Management and Yardi Training / Support Services.

RFP's may be accessed from THA webpage at www.tulsahousing.org.

Responses to the RFP will be **due no later than 2:00P.M. (Central) on October 4, 2021**, at THA's website www.tulsahousing.org/contracting/RFPs via one (1) digital PDF file labeled in the following manner must be uploaded:

<NAME OF RESPONDER> _ Project Management Yardi Training Support
Services Contract RFP #C21-044 Response

The criteria for evaluating the Proposals will be based on the items set forth in the RFP. An award will be made to the most responsive and responsible respondent, which in the judgment of THA, best meets the current needs and long-term goals of THA.

THA reserves the right to reject any or all Proposals.

1. Background

The Housing Authority of the City of Tulsa (THA) / Affordable Housing Property Solutions Inc. (AHPS) owns or its assignees (hereafter collectively as "entities"), operates, and develops low-income housing communities within Tulsa County, Oklahoma.

THA's portfolio includes 7 Public Housing AMPs totaling 985 units, 4 RAD PBV sites totaling 766 units, 2 RAD PBV/LIHTC sites totaling 318 units, 3 sites of Multifamily Housing (Section 8 Project Based Rental Assistance) totaling 464 units, 5,057 Housing Choice Vouchers, and 41 Section 8 Mod Rehab units. THA has 190 employees.

2. Intent

The objective of this request for proposals is to solicit the services of a firm that can provide project management for THA throughout the Yardi implementation process, and a variety of training and support services specific to Yardi software, or sub-contract portions of the work.

3. Terms

Work under this contract shall be awarded on a Task Order basis. The contract length will be for a term of one (1) year with the option to renew four (4) additional terms for one (1) year each.

The renewal or extensions shall be made with a written agreement from both parties and availability of continued funding.

4. Section 3 Compliance

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

5. Scope of Services

This Contract will be issued on a Task Order basis and will be based on the list of possible needs listed below.

- Project management for THA throughout the Yardi software implementation. Provide oversight to the Yardi software project through the management, planning and coordinating of activities to achieve a successful software implementation in the prescribed time frame;
- Classroom style on-site training on the Yardi Voyager Affordable Housing module. Training would encompass daily operational tasks associated with all housing programs in use by THA. Classes will not commence until after Yardi software is in production. Yardi will provide all training leading up to the Go-Live date;
- Custom programming for Yardi may be requested as needed. There are no details defined at this time;
- Custom reporting services for Yardi may be requested as needed. There are no details defined at this time;
- Custom data conversion services for Yardi may be requested as needed. There are no details defined at this time;
- Step-by-step workflow task instruction checklists, as defined by THA's workflow methods. These workflow checklists should be provided to THA in a pdf or word document format and be updateable by THA as needed;
- Provide assistance with the configuration and setup of the Yardi software, based on an understanding of the software and THA's business processes. The scope of this service is to leverage the experience and lessons learned of the vendor to ensure THA makes the best decisions to maximize the success of the implementation and long-term satisfaction with the software; and General support services may be requested as needed. There are no details defined at this time.

A. GENERAL

Proposals must be submitted in the format and order listed below. Bidders that deviate from this format may be deemed unresponsive. Proposals should be provided in a straightforward and concise manner. Emphasis in the proposal should be on the vendor's capacity and capability to satisfy the requirements of the RFP. Respondents choosing to provide additional materials (e.g. brochures, marketing materials, company profiles, etc.) should include them in a separate section of the proposal. THA reserves the right to request additional information, if necessary, in order to complete the evaluation and selection process. All proposals and accompanying documentation shall become the property of THA and will not be returned.

Part	Title	Contents
Part 1	Letter of Intent	Brief letter (one page maximum) that summarizes the firm's qualifications, the lead contact for the proposal and an agreement to furnish the services in accordance with the RFP. An officer of the firm authorized to execute contracts must sign the Letter of Intent.
Part 2	Statement of Qualifications	Provide a brief description of the firm, history, number of employees, financial stability and other general information that demonstrates the firm's qualifications and capacity to complete the work described in this RFP.
Part 3	Proposed Team	Provide a resume for all members who will be communicating with THA and the key staff who will be involved in the project. Include all staff involved in the project across entire scope of services. Identify the contact person(s) to receive Task Orders.
Part 4	Project Management Experience	Describe the firm's experience with project management. Provide examples.
Part 5	Project Management Plan	Describe the approach to Project Management to be used with THA. Include time estimates and level of involvement expected by THA staff. Discuss amount of time to be spent on-site vs off-site at THA for this purpose.
Part 6	Implementation Experience	Describe the firm's experience with software implementation. Provide examples.
Part 7	Implementation Plan	Describe the plan and services proposed. Detailed plans and strategies are preferred. Discuss amount of time to be spent on-site vs off-site at THA for this purpose.
Part 8	Yardi Training and Support Services Experience	Describe the firm's experience with the Yardi Training and Support Services requirements as outlined in the Scope of Services. Provide experience examples in Yardi and Affordable Housing training, custom programming, reporting services, data conversion services, instruction checklists, setup & configuration, support services defined and undefined capabilities, etc., that will assist in reviewing the submitted proposal.
Part 9	Pricing	Provide hourly rate for requested services, as listed in Part 5 Scope of Service.

Part 10	References	Provide a minimum of three (3) references where similar service has been provided.
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6. Timeline

The following defines the timeline for this project. THA reserves the right to modify the schedule and procurement milestones as required.

Activity	Date
RFP Issued	09/03/2021
Deadline for Written Question Submission	09/17/2021
All Questions Answered in Writing	09/24/2021
Proposal Deadline	10/04/2021

7. Task Order Process

The entities will issue a Task Order requesting specific services. The Task Order will detail the services needed and a not to exceed cost. The entity's Task Orders must be acknowledged in writing through signature by both parties in order to trigger authorized work. The deadline dates for deliverables will also be included in the Task Order.

NOTE: The entities do not have a predetermined number of hours that will be requested in a calendar year.

8. Payment

- a. The vendor shall be paid for services as defined in each authorized Task Order.
- b. No invoice will be accepted unless the Contract and Task Order is noted on the invoice.

9. Response Evaluation

The entities will evaluate all the proposals received against the criteria set forth above and shall rank them in numerical order, based on the aggregate of the evaluation factors as set forth below.

Criteria	Points Available
Vendor Staffing	10
Project Management Experience	10
Project Management Plan	10
Implementation Services Experience	10
Implementation Services Plan	10
Yardi Training and Support Services Experience	40
Cost	20
References	5
Section 3 Compliance	20
Total Points	135

Based on the factors set forth above the entity will select the most qualified responder/offeror and rank them in numerical order. Once the proposals are ranked, the entity **may** invite the highest ranked responder(s) /offeror(s) for a personal interview. The entity **may** then arrange for additional meetings to allow for evaluation and modification of the proposal, if necessary. Responders may be given the opportunity to clarify any portion of their proposal and to submit their best and final offer to the entity. At the entity's discretion, after conducting a thorough review and cost analysis, the highest-ranking Responder(s) may be selected. **The entities reserve the right to reject any or all proposals.**

10. ATTACHMENTS

ATTACHMENTS

“A”: Sample Contract for review only

The following items MUST be returned with your Proposal:

“B”: Company Information

“C”: Client References

“D”: Fair Employment Practice Affidavit

“E”: Contingent Fees Affidavit

“F”: Affidavit of Non-Collusion

“G”: Certification for Contracts, Grants, Loan and Cooperative Agreement

HUD FORMS MUST BE DOWNLOADED FROM HUD WEBSITE AND ATTACHED

(These are the required forms referenced in the sample contract. To be included in the file when the contract is executed.)

1. HUD Form 5369 – Instructions
2. HUD Form 5369 A – Representations and Certifications
3. HUD Form 5369 B – Instructions to Offerors Non-Construction
4. HUD Form 5370 – General Conditions
5. HUD Form 5370 C – Section I

Find [here](#)

6. HUD Form 50071 – Certification of Payments to Influence Federal Transactions

Find [here](#)

Attachment “A”

HOUSING AUTHORITY OF THE CITY OF TULSA

CONTRACT FOR XXXXXX FOR THE HOUSING AUTHORITY OF THE CITY OF TULSA

THIS AGREEMENT, made and entered into this ____ day of _____, in the year Two Thousand Twenty-One, by and between XX, a corporation organized and existing under the laws of the State of Oklahoma, hereinafter referred to as "**CONTRACTOR**", and the **HOUSING AUTHORITY FOR THE CITY OF TULSA**, hereinafter referred to as "THA".

WITNESS THIS DAY, the **CONTRACTOR** and **THA** for the consideration stated herein mutually agrees as follows:

ARTICLE 1: TERM OF CONTRACT. The Contract will be for a period of one (1) year. Task Order(s) will be issued with scopes of deliverables and Start/Completion dates. This contract may be renewed for an additional four (4) years upon written agreement by both parties and the availability of continued funding. This Article does not guarantee the contract renewal. THA, solely holds the option to initiate the contract renewal.

ARTICLE 2: GENERAL CONDITIONS. The **CONTRACTOR** will meet all State and Local government insurance, licensing, training, and other requirements pursuant to the specifications as set out in Article 6 herein.

ARTICLE 3: INDEMNIFICATION. The **CONTRACTOR** agrees to assume all risk of loss and to indemnify, defend and hold THA its directors, officers, employees and agents harmless from and against any and all liability that THA, its Board of Commissioners, its directors, officers, volunteers, employees and agents, may sustain as a result of all claims, damages, liabilities, demands, suits, losses, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, bodily injury, death, or property arising out of or in connection with **CONTRACTOR**'s services under this Agreement, but only to the extent caused by the negligent or intentional acts or omissions of **CONTRACTOR**. THA, its directors, its Board of Commissioners, officers, employees and agents, shall also be entitled to recover attorneys' fees incurred in establishing its right to indemnification. In the event that any demand or claim is made, or suit is commenced against THA arising from or in connection with this Agreement, THA shall give prompt written notice thereof to **CONTRACTOR** and **CONTRACTOR** shall have the right to compromise or defend the same to the extent of its own interest. **CONTRACTOR** also agrees to indemnify and hold THA harmless should any goods or services provided by **CONTRACTOR** under this Agreement, infringe upon the patent, copyright, or trade secret of another.

1.1 The **CONTRACTOR** must furnish a certificate of Auto Liability Insurance, General Liability and/or Errors & Omissions Insurance and to furnish both State and Federal Tax Identification numbers. THA requires that the **CONTRACTOR** have Worker's Compensation Insurance and a minimum of \$1,000,000.00 General Liability and/or Errors & Omissions insurance and automobile liability, and further that THA be a named insured on all policies. All services rendered there under must be performed in a professional workmanship manner.

1.2 Upon THA furnishing **CONTRACTOR** a notice of claim against THA for damages as a result of alleged actions by **CONTRACTOR** personnel, **CONTRACTOR** is to immediately notify its insurance carrier and request their carrier's investigation and process of the subject claim on behalf of THA.

ARTICLE 4: SCOPE OF SERVICES. The services to be rendered by **CONTRACTOR** under this contract shall consist of **Scope of this RFP**.

ARTICLE 5: COMPENSATION. The total contract amount is indefinite quantity. Task Orders will be issued with specific scope and amounts.

Payment will be made by THA to CONTRACTOR through monthly billing submitted to THA by CONTRACTOR. Prior to any payment, THA shall have the right to verify any aspect of the CONTRACTOR's work and performance for each pay period. Work and performance shall be acceptable to THA prior to any payment. THA shall have thirty (30) days to process a correct and itemized payment request/invoice, in accordance with THA and Department of Housing and Urban Development Policy, to CONTRACTOR.

ARTICLE 6: CONTRACT DOCUMENTS. Shall consist of the following:

1. Sole Source Justification
2. Response proposal from xxx
3. Contract # Cxx-xxx-xxxx dated: _____
4. Task Order 1
5. HUD Form 5369
6. HUD Form 5369 – A
7. HUD Form 5369 – B
8. HUD Form 5370
9. HUD Form 5370 – C Section 1
10. HUD Form 50071
11. THA Form A – Company Information
12. THA Form B – Fair Employment Practice Affidavit
13. THA Form C – Contingent Fee Affidavit
14. THA Form D – Affidavit of Non-Collusion
15. THA Form E – Certification for Contracts

ARTICLE 7: PERFORMANCE OF SERVICES. The services provided under this contract are solely for the benefit of THA and neither this contract nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise.

ARTICLE 8: CONTRACT TERMINATION GENERALLY. THA shall thereupon have the right to terminate this contract, in whole or in part, at its sole discretion. THA will articulate to the CONTRACTOR at the time of termination the reason for the termination of this contract is "For Cause, For Convenience, For Lack of Funding, Assignability or another type of breach by the CONTRACTOR." Without prior written consent by an authorized representative of THA, THA will not be responsible, in whole or in part, for making payment, in whole or in part, to a CONTRACTOR or other third-party that is not a party to the instant Contract unless an authorized THA representative does so in writing.

ARTICLE 9: CONTRACT TERMINATION FOR CAUSE. Notwithstanding the above, if, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper fashion its obligation under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, THA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date.

ARTICLE 10: CONTRACT TERMINATION FOR CONVENIENCE. Notwithstanding the above, THA may terminate this Contract in whole or in part when both parties agree the continuation of the project would not produce beneficial result commensurate with the further expenditure of funds. The two parties shall mutually agree upon the termination conditions, including the effective date, and in the

case of partial termination, for a portion terminated. The CONTRACTOR shall not incur new obligations for the terminated portions after the effective date and shall cancel as many outstanding obligations as possible.

ARTICLE 11: CONTRACT TERMINATION FOR LACK OF FUNDING. Notwithstanding the above, all terms of this Contract are contingent upon allocated funding to THA for this particular project. In the event, such allocated funding for this particular project is eliminated or withdrawn from THA by THA's funding source, THA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date.

ARTICLE 12: FORCE MAJEURE. THA can terminate this Contract under this clause for an event or cause that is reasonably beyond the control of THA claiming the existence of such event or cause, which includes, but is not limited to, a flood, storm, tornado, hurricane, earthquake, or other similar Act of God such as a fire, environmental catastrophe, war, a civil disturbance, terrorist act, a labor dispute, inability to immediately comply with a law, order rule or regulation of law, a governmental action or delay in granting necessary permits or permit approvals or the inability to secure any materials THA deems material meaning THA cannot reasonably continue, in whole or in part, in the Contract. THA shall give notice and details of the reason invoking this Article in writing to the CONTRACTOR as promptly as possible after its occurrence. In such cases, the obligations of THA shall be suspended during the continuance of any inability so caused. Should a condition of Force Majeure continue for more than thirty consecutive (30) days, THA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days prior to the effective date of such termination.

ARTICLE 13: ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same, without the prior written consent of THA thereto; provided, however, that claims for money due or to become due to the CONTRACTOR from THA under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.

ARTICLE 14: ASSURANCES. The CONTRACTOR hereby assures and certifies that it will comply with all regulations, policies, guidelines, and requirements promulgated by THA, by agencies providing funding to THA, or by all other parties with any direct or indirect interest in the work to be performed under the scope of this Contract. The CONTRACTOR will give THA or any authorized representatives of THA access to and the right to examine all records, books, papers, or documents which are related to this Contract.

ARTICLE 15: ENFORCEABILITY. The failure of THA and/or the CONTRACTOR to enforce its rights under this Contract at any time for any period shall not be construed as a waiver of rights. If any part, term or provision of this Contract is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Contract shall be affected. This Contract may not be amended for any other reason without the prior written agreement of THA and the CONTRACTOR. This Contract constitutes the entire understanding between THA and the CONTRACTOR relating to the subject matter hereof unless any representation or warranty made about this Contract was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

ARTICLE 16: LIMITATION ON DAMAGES. In no event shall the CONTRACTOR have any liability under this Contract or otherwise in connection with the transactions contemplated hereby for lost profits, lost sales, business interruption or lost business opportunities, punitive, speculative, indirect or consequential damages relating to the breach of alleged breach of this Contract whether or not the possibility of such damages have been disclosed to the CONTRACTOR in advance or could have

been reasonably foreseen by THA or for any other damages that rare not the probable and reasonably foreseeable result of any breach herein, but excluding in each case the lost profits, lost sales, business interruption or lost business opportunities, punitive, speculative, indirect or consequential damages suffered or incurred by a third-party for which responsibility is allocated to the CONTRACTOR. Notwithstanding the foregoing, nothing included in this Article shall limit the right of THA or the CONTRACTOR to specific performance. The CONTRACTOR and THA hereby waive and release any and all tort claims and causes of action that may be based upon, arise out of or relate to this Contract, or the negotiation, execution or performance of this Contract (including any tort claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Contract or as an inducement to enter into this Contract and including fraud and fraudulent inducement).

ARTICLE 17: JURISDICTION IF CONTRACT IS BREACHED. This Contract shall be governed by the laws of the state of Oklahoma, and THA and the CONTRACTOR agree to submit disputes arising out of or in connection with this Contract to the non-exclusive of the courts in the state of Oklahoma.

INTENTIONALLY LEFT BLANK

Sample Contract Only

ACCEPTED:

XXXX.	HOUSING AUTHORITY FOR THE CITY OF TULSA
BY: _____ (Please print)	BY: _____ (Please print)
SIGNATURE: _____	SIGNATURE: _____
TITLE: _____	TITLE: Contracting Officer
DATE: _____	DATE: _____

ATTACHMENT B
COMPANY INFORMATION
Please print

Name of Organization: _____

Business Address: _____

Phone Number: _____

E-mail Address: _____

Name of Principal Owner
(leave blank if publicly owned) _____

Number of Years in Business _____

Attach any additional information regarding your contractor(s)'s background, which would be useful in assessing your Response.

ATTACHMENT C

CLIENT REFERENCES

Please provide on a separate sheet of paper labeled Attachment B, Client References, three (3) references. Information should include:

Customer Name, Address
Nature of Service Provided
Contact Person
Phone Number

ATTACHMENT D

FAIR EMPLOYMENT PRACTICE AFFIDAVIT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to the law, the undersigned (Affiant) states that he/she is _____ of _____ (Contractor) and that by its employment policy, standards and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age, sex, or disability.

Signature

Type/Print Name

Sworn to and subscribed before me on this _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT E

CONTINGENT FEES AFFIDAVIT

State of _____)

County of _____)

In accordance with the Housing Authority of the City of Tulsa's policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the _____, of _____ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

By: _____
Title: _____

Sworn to and subscribed before me on this _____ day of _____

Notary Public

My Commission Expires: _____

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) I am _____ of _____, the Vendor that has submitted the attached Response

(2) I am fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;

(3) Such Response is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Tulsa or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this Affidavit.

FURTHER AFFIANT SAITH NOT.

(Signed) _____

Title

Sworn to and subscribed before me on this _____ day of _____

Notary Public

My Commission Expires: _____

ATTACHMENT G

CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____

By: _____
(Signature of Authorized Official)

(Signature of Authorized Official)

Sworn to and subscribed before me on this _____ day of _____

Notary Public

My Commission Expires: _____