

REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the Municipality of Penn Hills, 102 Duff Road, Penn Hills PA 15235 until 12PM on Wednesday, October 31, 2018:

MUNICIPALITY OF PENN HILLS PROPERTY MANAGEMENT COMPANY TO MANAGE VACANT PROPERTY REGISTRATION PROGRAM

All proposals shall be in accordance with the Request for Proposal (RFP) specifications which are now available and can be picked up at the Municipality of Penn Hills, 102 Duff Road, Penn Hills PA 15235 or by request from the municipal manager who can email them to you.

· Sealed envelopes containing the proposals will be received and identified by "Proposal-RFP Municipality of Penn Hills Vacant Property Registration Program". The envelopes should be delivered or mailed to the Municipal Manager, at the address listed above, so as to arrive by the date and time specified above. The Municipality of Penn Hills will require two (2) copies of this proposal as noted in this Request for Proposal.

If you have any questions, please contact Scott Andrejchak, Municipal Manager as noted in the Request for Proposal.

Scott Andrejchak

Municipal Manager

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I. DEFINITIONS

A. The following terms and expressions used in this document shall be understood as follows:

1. Wherever the word "Municipality" is used, it shall be understood to mean the Municipality of Penn Hills, Pennsylvania.
2. Wherever the word "Vendor", "Proposer", or "Proposer" is used, it shall be understood to mean the party or company interested in providing a service to the Municipality.
3. Wherever the word "Contractor" or "Consultant" is used, it shall be understood to mean the party engaged to perform all work described herein.
4. Wherever the word "Administrator" is used, it shall be understood to mean the Municipal Manager of the Municipality of Penn Hills or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.
5. Wherever in the specifications appear the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the Administrator is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the Administrator.
6. Wherever the word "Contract" or "Contract Documents" are used, it shall mean and include this Request for Proposal, contract, advertisement, information for Proposers, proposal, contract provisions, specifications, plans, agreement, addenda, and bonds (if applicable).

II. GENERAL INFORMATION

A. PURPOSE

The purpose of this request for proposal is to select a third party property management company to operate the Municipality of Penn Hills's Vacant Property Registration Program.

B. PROPOSAL SUBMISSION

1. The sealed proposals must be submitted not later than 12PM on Wednesday, October 31, 2018to:

Municipality of Penn Hills
102 Duff Road
Penn Hills, PA 15235

2. Two (2) copies of the Proposal shall be received in a sealed envelope and must be marked prominently on the outside
"PROPOSAL- RFP MUNICIPALITY OF PENN HILLS FORECLOSURE REGISTRATION PROGRAM".

3. Proposal must be mailed or hand delivered. No faxed ore-mailed proposals will be accepted. No late proposals will be received.

4. Proposals will be handled confidentially by the Municipality during the pre-award process.

5. The proposal shall be valid for a period of sixty (60) days from the due date for submission.

6. The Municipality of Penn Hills will not be responsible for any expenses incurred by a proposer in connection with this procurement.

C. PROCUREMENTSCHEDULE

This Request for Proposal will accommodate the following tentative schedule:

1. QUESTIONS

Any questions regarding this Request for Proposal should be directed to the municipal manager in writing (preferably email) to:

Scott Andrejchak, Municipal Manager
102 Duff Road
Penn Hills, PA 15235
sandrejchak@pennhills.org

All questions must be received by 12:00PM on October 26, 2018. Inquiries received after 12PM will not receive responses. No telephone calls with questions will be taken.

2. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the Municipality deems to be in the interest of all will be made available to all other respondents.

Responses to questions will not be issued in the form of an Addendum to the Request for Proposal.

III. GENERAL CONDITIONS

A. No verbal information to Proposers will be binding on the Municipality. The written specifications will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the specifications will be made in the form of a written communication emailed and/or faxed to all prospective proposers. The communications shall then be considered to be part of these specifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the specifications.

C. The Municipality of Penn Hills reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The Municipality of Penn Hills reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the Municipality of Penn Hills. The Municipality may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the Municipality may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A proposer may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated by the Municipality. The award will be based on the offers submitted, as well as any and all negotiations conducted. The Municipality further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the Municipality.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to specifications, will be most advantageous to the Municipality; price and other factors considered, such as delivery time, quality, service, etc. The award may or may not be made to the firm with the lowest cost.

E. The Municipality shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the Municipality and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the Municipality, the selected Proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the Municipality reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be written in ink or typewritten. Unsigned proposals will not be accepted. Proposers are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Municipality upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Municipality or who had failed to faithfully perform any previous contract with the Municipality. Where work is to be performed by a subcontractor, the Proposer must name that the proposer is fit and capable to perform the required work.

I. Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The Municipal Manager has the sole responsibility to respond to inquiries regarding the Request for Proposal.

K. COMPLIANCE WITH LAWS

The Consultant shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, municipal and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

L. CONTRACTOR COMPLIANCE

If applicable, each vendor is required to be in compliance with the Municipality of Penn Hills local tax requirements.

M. CONTRACT TERMINATION

A contract may be canceled by the Municipality by giving the Consultant written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Proposal is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

Certificate of Insurance. A certificate of insurance of the prospective Proposer's insurance coverage is **required** by the Municipality of Penn Hills. The Municipality **requires** the successful Proposer to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract.

P. PROPOSER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a Municipal official to award this contract to such proposer's firm by promising to provide or by providing to such Municipal official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any Municipal official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

1. The Consultant shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
2. The Consultant shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the Penn Hills Municipality, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the Penn Hills Municipality or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the Penn Hills Municipality or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the Municipality is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception. Any contract dealing with the receipt or disbursement of funds by the Municipality or the Municipality's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law.

The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the Municipality's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a proposer requested in an invitation to bid or request for proposals to demonstrate the proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the Municipality, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the Municipality shall render this agreement null and void.

2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Proposer or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Consultant, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

3. Shareholders and/or partners of Proposer may transfer, sell, exchange, assign or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Proposer to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if the Municipality finds that the transferee is lacking in experience and/or financial ability to render and provide services.

IV. INFORMATION AND CONDITIONS

A. BACKGROUND

As a result of the foreclosure issue and vacant property issues, the Municipality of Penn Hills has faced challenges in identifying and locating owners of foreclosing properties who can maintain the properties that are in the foreclosure process or that have been foreclosed.

In order to properly address this problem, the Municipality of Penn Hills has established a foreclosed/vacant property registration process to identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighted conditions that occur as a result of foreclosure and vacancy.

B. SCOPE OF WORK

1. Consultant shall follow the requirements of the Municipality of Penn Hills enacting legislation for foreclosed property registration.
2. Consultant will work to develop a website link with the Municipality and meet all of the Municipality's security and anti-viral requirements.
3. Consultant agrees to provide a website for the registration of each foreclosed property in order to enable compliance with state and local law.
4. Consultant will proactively contact those that file a public notice of default, foreclosure action, and/or take title to real property via foreclosure or any other legal means.
5. Consultant will provide electronic registration for applicants of foreclosed properties in violation of the applicable Municipal ordinance.
6. Consultant will pay for all expenses related to registration of all foreclosed properties, and all administrative costs and fees related thereto.
7. The Company will investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant Municipal ordinance.
8. Consultant will remit the registration fees to the Municipality of Penn Hills, in consideration of the services provided, no later than the tenth (10th) day of each month to:

Municipality of Penn Hills
Attn: Finance Office
102 Duff Road
Penn Hills, PA 15235

10. Consultant will provide the Municipality with monthly reports listing the properties on the register, in addition to those that have been added or subtracted since the previous report.

11. The prior month's report is due no later than the tenth (10th) day of the following month and shall be delivered to the above address.

12. All documents, records, applications, files, and other materials provided in connection with the services rendered under this agreement shall be the property of the Municipality of Penn Hills and shall be provided to the Municipality within seven (7) business days, upon Municipality's request and/or upon the termination of this agreement.

13. The Municipality shall have the right to audit the books, records, and accounts that are related to the agreement.

C. CONTRACT TERM

The contract shall be effective for two (2) years from the date of execution of the agreement. Upon mutual agreement by both parties, the contract may be extended for two (2) additional one (1) year terms.

V. EVALUATION AND AWARD CRITERIA

A. In general, proposal will be evaluated in terms of:

1. The firm's ability to meet the RFP requirements;
2. The qualifications of the specified persons who will be performing the requested services;
3. The prior experience and reputation of the firm in similar projects.

B. The proposed award will be made by notification within sixty (60) days of the receipt of all proposals. Submission of a proposal shall be representation that the submitting firm understands the scope of the project.

VI. AUTHORITY TO DISTRIBUTE PROPOSAL PACKAGES

A. The Municipality of Penn Hills Purchasing Office is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from a RFP package obtained from any other source may have an incomplete set of documents. The Municipality assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.

B. Firms who have received the RFP package from a source other than the Municipality's Purchasing Office are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda.

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Proposer shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Proposer shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Proposer shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Proposer shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Proposer shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by Proposer.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that Proposer has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Proposer was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

· AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, Proposer shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Proposer shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Proposer's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Proposer may be declared temporarily ineligible for further Municipality of Penn Hills contracts, and other sanctions may be imposed and remedies invoked.

(7) Proposer shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the Municipality of Penn Hills Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If Proposer does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Municipality of Penn Hills Department of Business Administration.

(8) Proposer shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Proposer shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Proposer's obligations under this clause are limited to the Proposer's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Proposer)

BY _____

TITLE - -----

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Proposer certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Proposer certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his proposal. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Proposer agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE; The penalty for making false statements in offers is prescribed In 18 U.S.C. 1001.

DATE. _____

(Name of Proposer)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1) He is _____ (Owner, partner, officer, representative or agent)

of _____, the Proposer that has submitted the proposal;

2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3) Such Proposal is genuine and is not a collusive or sham Proposal;

4) Neither the said Proposer nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the MUNICIPALITY OF PENN HILLS (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest; including this affiant.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

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

1) He is _____ (Owner, partner, officer, representative or agent)

of _____ ' the Proposer that has submitted the proposal;

2) He is fully informed respecting the preparation and contents of the attached _____ Proposal and of all pertinent circumstances respecting such Proposal;

3) Such Proposal is genuine and is not a collusive or sham Proposal;

4) Neither the said Proposer nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connect with such contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other. Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the MUNICIPALITY OF PENN HILLS (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by conspiracy, connivance or unlawful agreement on the part of the Proposer-or any of its agents, representatives, owners, employees or parties in interest including this affiant.