

# Request for Proposals

Issued by:

**HOUSING AUTHORITY OF THE COUNTY OF ARMSTRONG**

350 S. Jefferson Street  
Kittanning, PA 16201

May 1, 2024

<b>Proposals due no later than 1:00 PM on Thursday, June 13, 2024</b>
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## I. PURPOSE

The Housing Authority of the County of Armstrong (HACA) is issuing this Request for Proposals (RFP) to solicit the services of a qualified firm (Firm) to create an Emergency Operations Plan (EOP).

As a housing authority committed to ensuring the safety and well-being of our staff and residents, we recognize the importance of having a robust plan in place to effectively respond to emergencies and minimize potential risks.

The objective of this project is to create a detailed and customized EOP that aligns with HACA's goals and operations. The Plan should encompass a wide range of potential emergencies, including but not limited to natural disasters, technological failures, active shooters, and other crisis situations to ensure business continuity.

This RFP process is intended to identify a potential Firm with which the Housing Authority may, at its sole discretion, choose to enter into an agreement for the proposed services. It is expressly understood and agreed that the submission of a proposal does not require or obligate the HACA to pursue an agreement with any Firm. All proposals are subject to the consideration and approval of the HACA.

The Housing Authority of the County of Armstrong owns and operates residential buildings throughout Armstrong County in Western Pennsylvania. The Firm is to provide the services described in Section II below (Scope of Work) in accordance with HUD guidelines, with respect to the sites listed below. As mutually agreed by HACA and the selected Firm, the services to be provided by the Firm pursuant to this RFP may include additional projects, and work activities.

Building Name & Location	Total Units		Building Name & Location	Total Units
Armstrong Court (high-rise) 100 North Grant Avenue Kittanning, PA 16201	56		Warren Manor (high-rise) 120 North Railroad Avenue Apollo, PA 15613	61
Allegheny Manor (general occupancy) 400 Block, McCanna & Caruso Sts Kittanning, PA 16201	34		Lee Haven Towers (60 high-rise) 120 Second Street Leechburg, PA 15656	60
Garden Towers (high-rise) 280 South McKean Street Kittanning, PA 16201	98		Friendship Apartments (high-rise) 330 Main Street Leechburg, PA 15656	50
South McKean Way (general occupancy) - no office 200 Block, South McKean Way Kittanning, PA 16201	16		Freeport Towers (high-rise) 411 Riverside Drive Freeport, PA 16229	84
Parkview Apartments (high-rise) 319 Ninth Street Ford City, PA 16226	38		Balcony Towers (high-rise) 301 South McKean Street Kittanning, PA 16201	100
Luxemburg Manor (general occupancy) Cochran & North 13 <sup>th</sup> Streets North Apollo, PA 15673	28		Administration Office 350 south Jefferson Street Kittanning, PA 16201	

## **II. SCOPE OF WORK**

It is expected that the scope of work under any agreement awarded pursuant to this RFP will include the services described below. The selected Firm will be expected to:

- A. Conduct a thorough risk assessment to identify potential emergencies relevant to HACA's organization and geographical area.
- B. Collaborate with key stakeholders to gather input and insights for plan development. (Housing Authority to provide contact names and phone numbers for emergency groups and agencies.)
- C. Develop a comprehensive draft and final EOP that includes clear procedures, communication protocols, and action plans tailored to HACA.
- D. Provide training sessions for staff on the implementation of the plan.
- E. Provide an electronic copy of all EOP documents and 20 hard copies of final plan.

The scope of work items is not intended to delineate or describe every detail and feature of the work. Work items specified in this RFP are to include all items obviously necessary for proper execution of the complete job. No additions to the fee negotiated for these items will be approved unless it can be clearly demonstrated that the Firm has been requested to perform work, which is beyond the original scope, and intent of the work presented and is absolutely essential to the proper execution of the work.

## **III. SUBMISSION REQUIREMENTS**

The evaluation and selection of a Firm will be based on the information submitted in the proposal plus references and any required interview or discussion. Firms should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a submittal.

Firms responding to this RFP must include the following information:

- A. A letter of interest and narrative detailing the plan for completing the scope of work described herein. Contact person, phone number and email must be identified. (5 points)
- B. Consultant Experience: Provide an overview of your company, including relevant experience in developing an EOP. Past client references must include a contact name and telephone number. (30 points)
- C. Methodology: Outline your proposed approach, including the key steps and methods you will employ to develop the plan. (30 points)

- D. Timeline: Provide a realistic project timeline, indicating key milestones and deliverable dates. (20 points)
- E. Team Members: Specify the qualifications and experience of the team members who will be involved in the project. (10 points)
- F. MBE/WBE Participation. Demonstrated experience and/or commitment of the Firm to assist the HACA in meeting its requirements and goals related to Minority/Women participation. The Firm shall demonstrate its ability to utilize MBE/WBE Firms on the resultant agreement or any unrelated agreement led by the Firm during the term of the resultant agreement, as described in this RFP. (5 points)

**G. ADDITIONAL SUBMISSION REQUIREMENTS**

In addition to the instructions outlined on form HUD-5369-B (attached), and III. Submission Requirements, submissions must also include:

1. Cost proposal. Cost must include all fees and compensation requirements, including expenses to conduct the plan.
2. A certified statement that the Firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or local entity. Evidence that the Firm is registered or licensed to perform the required services in the Commonwealth of Pennsylvania, if applicable.
3. Evidence of general liability insurance in the limit of not less than \$1,000,000 and vehicle liability (owned, non-owned and hired vehicles) insurance in the limit of not less than \$500,000 for property damage, personal injury, and death. Firm shall maintain worker's compensation insurance for all persons employed under the agreement and shall name the HACA as an additional insured. Firm shall provide the HACA with a current Certificate of Insurance prior to execution of any agreement.
4. Indicate whether or not the Firm is a minority-owned, woman-owned, or Section 3-owned business concern.
5. Signed Non-Collusive Affidavit (attached).
6. Conflict of Interest

The Firm upholds that currently there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the agreement; in the performance of the agreement, no person having any such interest shall be employed by the Firm; and, no partner or employee of the Firm is related by blood or marriage to any Housing Authority Board Member or employee.

7. Equal Opportunity

Firm shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Firm agrees, to the best of its ability, to employ qualified Section 3 persons for any positions which are open at the time the agreement is executed or which become open during the term of the agreement. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that the Firm is an Equal Opportunity Employer. Firm shall also be in compliance with the applicable provisions of the Americans with Disabilities Act.

8. Worker Documentation Certification

In accordance with Executive Order 481, the Firm certifies under penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of the agreement.

If any of the items above are missing at the time of submission, the RFP will be declared non-responsive. One (1) original and two (2) copies of the RFP and all other requested material must be submitted.

**IV. GENERAL CONDITIONS**

The Firm must demonstrate the expertise and experience to complete the requested services. Experience providing requested services to Public Housing Authority properties and experience with HUD regulations is preferred.

Any amendment to the RFP or the scope of work will be issued to all Firms requesting an RFP. All Firms shall acknowledge the receipt of any amendment to the RFP by signing and returning the amendment with the RFP. Questions or requests for clarifications to the RFP or the terms of the RFP must be submitted in writing no later than 1:00 P.M. on May 29, 2024 to [bburkhart@hacarmstrong.org](mailto:bburkhart@hacarmstrong.org).

Firms are encouraged to visit the various building locations to inspect and evaluate the existing facilities prior to submitting their proposals. Facilities will be available for inspection and evaluation on Friday, May 24, 2024. Vendors interested in visiting the facilities are to contact Beth Burkhart, Deputy Executive Director, at 724-548-7671 no later than close of business on Monday, May 20, 2024. Properties may also be viewed at [www.hacarmstrong.org](http://www.hacarmstrong.org).

Firms may withdraw a submittal, in writing, at any time up to the due date and time. The written withdrawal notice must be received by HACA. The notice must be signed by an authorized representative of the Firm.

Proposals must be **received** no later than 1:00 P.M. on June 13, 2024. Proposals shall be firm for a period of sixty (60) days after the submission deadline. Proposals are to be submitted in a sealed envelope, marked: **“Emergency Operations Plan RFP - 2024”** to:

Housing Authority of the County of Armstrong  
350 South Jefferson Street  
Kittanning, PA 16201  
ATTN: Beth Burkhart, Deputy Executive Director

Faxed or electronically submitted proposals will not be accepted. There will be no public opening of proposals. Proposals received prior to the due date and time will be securely kept, unopened. Proposals received after the due date and time will not be opened unless the Firm can document that a guaranteed delivery method was utilized and the proposal was late due solely to the delivery company.

HACA reserves the right to: 1) request additional information from any or all Firms submitting information; 2) reject any or all submissions; 3) waive any irregularities or informalities in the submissions received; and 4) shall award the agreement to the Firm whose qualifications, price, and other factors considered, deem it most advantageous to HACA.

All submissions shall be made without prior understanding, agreement or accord with any other person submitting a proposal for the same service. By delivering a response to this RFP, you represent that your submission is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement made in a submission constitutes a criminal offense and can result in a fine and imprisonment, as well as civil damages.

After receipt of submissions, all proposals will be evaluated by a committee comprised of HACA staff in accordance with the previous evaluation factors.

Assuming agreement terms, including price, agreeable to both parties can be reached, the Firm will be recommended to HACA's Board of Commissioners for approval. If agreement terms cannot be agreed to, negotiations will be opened with the other Firms by ranking order until a mutual agreement is reached. The successful Firm will be required to sign a standard Housing Authority of the County of Armstrong Consultant Services Agreement (sample attached). Once the Agreement has been executed by the HACA and selected consultant, a project kick-off meeting will be scheduled.

The Firm awarded this agreement shall be required to comply with all Federal, State and local requirements related to this agreement. Submissions shall be considered public information unless advised otherwise by the Firm. The Firm shall include a separate letter stating which parts of the submission are deemed confidential and/or proprietary information not to be released.

The submitted proposal shall become a part of any agreement issued for the requested services.

HACA is an equal opportunity employer and encourages Minority-, Women-, and Section 3-Owned business participation.

**EMERGENCY OPERATIONS PLAN**

**PROJECT FEE**

Emergency Operations Plan Fee  
(includes 20 hard copies)

\$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed name of Signature

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

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.



(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)  
ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is \_\_\_\_\_ the party submitting a  
(a partner or officer of the firm of, etc.)

proposal or bid that such proposal or bid is genuine and not collusive or sham; that said bidder 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 any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Armstrong or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Firm Name)

By \_\_\_\_\_

Title \_\_\_\_\_

Signature of:

Other if the bidder is an individual

Partner if the bidder is a partnership

Officer if the bidder is a corporation

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**NON-COLLUSIVE AFFIDAVIT**

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**(Sample)**

**EMERGENCY OPERATIONS PLAN AGREEMENT**

THIS AGREEMENT, entered into by and between the **Housing Authority of the County of Armstrong** (hereinafter referred to "HACA") and \_\_\_\_\_ (hereinafter referred to "FIRM") shall be effective and binding when signed by both parties.

**WITNESSETH**, that the HACA and the FIRM warrant that they have the proper legal authority to enter into this Agreement, and for the consideration stated herein mutually agree as follows:

**1. SCOPE OF WORK:**

The FIRM shall perform all services related to creating an Emergency Operations Plan as outlined in the **"Emergency Operations Plan"** Request for Proposals (RFP) dated May 2024, at the properties as identified in the RFP, which is incorporated herein by reference and made a part thereof.

**2. TERM OF AGREEMENT:**

Timeframe for completion of the Emergency Operations Plan and submission of the final reports shall be one hundred and twenty (120) days commencing from the date of Notice to Proceed. This Agreement shall terminate one hundred fifty (150) days from the date of the signed Agreement unless terminated by either party giving at least thirty (30) days written notice, by certified mail, to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

**3. PAYMENTS:**

The HACA agrees to pay the FIRM as a fee for the services as stated in this Agreement, the sum not to exceed \$ \_\_\_\_\_, which includes costs for reasonable travel, lodging, clerical, EOP copies and other administrative expenses. This amount shall be paid within ten (10) business days after the HACA receives copies of the final plan. The FIRM shall be responsible for the payment of any taxes levied on amounts paid to the FIRM pursuant to this Agreement.

**4. INSURANCE REQUIREMENTS:**

The FIRM agrees to maintain General Liability, Vehicle Liability and Worker's Compensation insurance in the amounts specified by the HACA. The FIRM agrees to list the HACA as an Additional Insured under said insurance coverages and to provide a Certificate of Insurance to the HACA.

**5. SEVERABILITY:**

In the event a court of competent jurisdiction determines that any provision of the Agreement is void or not enforceable, such determination shall affect only the provision in question and shall not impair the remaining provisions.

**6. ASSIGNMENT:**

The FIRM and its agents or employees are independent contractors performing professional services for the HACA. The FIRM shall not subcontract any portion of the service to be performed under this Agreement without prior written approval of the HACA.

**7. HOLD HARMLESS:**

The FIRM shall defend and hold harmless the HACA from all actions, proceedings, claims, demands, cost, damages, attorney's fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, which result in any way or to any degree from the wrongful act or omission of the FIRM, its employees or agents.

**8. COPYRIGHT:**

All materials developed or acquired by the FIRM under this Agreement shall become the property of the HACA and shall be delivered to the HACA not later than the termination date of this Agreement. Materials furnished shall be the subject of an application for copyright by or on behalf of the FIRM without the prior written approval of the HACA. All FIRM copyrighted materials remain the sole property of the FIRM. The FIRM reserves all rights.

**9. AGREEMENT DOCUMENTS:**

- a. The HACA RFP and FIRM's Proposal Submission
- b. Instructions to Offerers – Non-Construction (form HUD-5369-B)
- c. Signed Non-Collusive Affidavit

**IN WITNESS WHEREOF**, the HACA and FIRM have executed this Agreement and further agree that this Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania.

**FIRM:**

**HOUSING AUTHORITY OF THE  
COUNTY OF ARMSTRONG:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**(Sample Agreement Only – Do NOT submit with your Proposal)**