



353 Water Street
Augusta, ME 04330-4633
www.mainehousing.org

Request for Proposals (RFP)

For

Maine State Housing Authority Home Energy Assistance Program (HEAP) Management Information Systems Software

Release Date: April 27, 2018
(Revised: May 31, 2018)

Due Date: Extended to Friday, June 15, 2018
at 5:00 pm EDT

MaineHousing contact:

Daniel F. Drost
Director of Energy & Housing Services
ddrost@mainehousing.org
Maine State Housing Authority
353 Water Street
Augusta, ME 04330
207-624-5701
207-624-5780 (fax)
Maine Relay 711

MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Louise Patenaude, Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711.



SPECIAL NOTE: This Request for Proposal (RFP) does not obligate MaineHousing to award a contract or complete the proposed project. In addition to other rights reserved by MaineHousing under this RFP, MaineHousing reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are unclear or non-responsive may be rejected. Responding vendors must include the required information called for in this RFP. MaineHousing reserves the right to reject a proposal if required information is not provided or is not organized as directed. MaineHousing also reserves the right to change the evaluation criteria or any other provision in this RFP by notifying parties requesting a copy of this RFP directly and posting the information on MaineHousing's website. In no event will any obligations of any kind be enforceable against MaineHousing unless and until a written agreement is entered into. Each respondent agrees to bear all costs and expenses of providing a response and there will be no reimbursement for any costs and expenses relating to the preparation of responses submitted or for any costs or expenses incurred during negotiations.

VENDOR INFORMATION SHEET FOR REQUEST FOR PROPOSALS

Vendor must provide all requested information in the space provided next to each numbered question. The information provided in Sections 1 through 9 will be used for development of the contract.

1.	Company Name	
----	--------------	--

2.	Street Address	
----	----------------	--

3.	City, State, ZIP	
----	------------------	--

4.	Telephone Number	
	Area Code:	Number:

5.	Facsimile Number	
	Area Code:	Number:

6.	Toll Free Number	
	Area Code:	Number:

7.	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	

8.	Telephone Number for Contact Person	
	Area Code:	Number:

9.	Facsimile Number for Contact Person	
	Area Code:	Number:

10.	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

11.	<i>Signature (Individual must be legally authorized to bind the vendor)</i>	
	Signature:	Date:

<p>Completed Vendor Information Sheet must be submitted with all other documentation requested in this RFP.</p>
--

CONTENTS

Sec.	Topic	Page
I.	INTRODUCTION	1
A.	Project Overview	1
B.	About MaineHousing	1
C.	General Terms and Conditions	2
II.	TECHNICAL PROPOSAL	3
A.	Background: Existing Situation	3
B.	Systems Requirements	3
III.	VENDOR'S RESPONSE TO SYSTEM REQUIREMENTS	11
IV.	GENERAL COMPANY INFORMATION, SUBCONTRACTORS AND REFERENCES	12
A.	Company Information	12
B.	Subcontractor Information	15
C.	Business References	15
D.	Key Personnel	16
V.	COST PROPOSAL	16
A.	Cost Items	16
B.	Payment	17
VI.	PROPOSAL SUBMISSION REQUIREMENTS	17
A.	Proposal Deadline and Delivery	17
B.	General Requirements	18
C.	Proposal Organization and Contents	18
VII.	EVALUATION FACTORS AND PROCESS	20
VIII.	TERMS AND CONDITIONS	21
A.	Rights Reserved by MaineHousing	21
B.	Additional Terms and Conditions	22
C.	Protest Procedures	23
	APPENDIX A: VENDOR CERTIFICATION FORM	24



Request for Proposals

Maine State Housing Authority

Home Energy Assistance Program (HEAP)

Management Information Systems Software

I. INTRODUCTION

A. Overview of Project

The MaineHousing Department of Energy and Housing Services (EHS) is seeking to replace its existing Management Information Systems Software for the Low-Income Home Energy Assistance Program (LIHEAP – hereinafter referred to as “HEAP”) and desires responses from qualified software Vendors (hereinafter referred to as “Vendor”) for a new HEAP software System (hereinafter referred to as “System”). The Vendor and any sub-contractors for the Vendor selected to provide this solution must utilize a software delivery model in which software and associated data are centrally hosted on premises or in the cloud.

B. About MaineHousing

MaineHousing is an independent state agency that bridges public and private housing finance, combining them to benefit Maine’s low and moderate-income residents. MaineHousing’s mission is to assist Maine people to obtain and maintain decent, safe, affordable housing and services suitable to their unique housing needs. MaineHousing works through its many private and public partners to provide programs and services that make decent, safe housing more affordable and accessible to Maine people.

MaineHousing is responsible for implementing the State of Maine Home Energy Assistance Program and annually receives funding of approximately \$38 million from the federal Low-Income Home Energy Assistance Program, and other State and/or Federal sources.

Presently, MaineHousing HEAP has 8.5 full-time equivalent positions supporting the program located in Augusta, Maine. MaineHousing has an IT staff of 6 which supports all computer hardware and software Systems at MaineHousing, which has approximately 160 employees.

The MERAC database is used by MaineHousing and Community Action Agency (CAA) partners at remote locations. The nine CAAs are spread throughout the State in the following cities: Sanford, Portland, Lewiston, East Wilton, Waterville, Bangor, Belfast, Ellsworth and Presque Isle. The CAAs generate the data from remote locations where it is used by MaineHousing for program management and reporting. There are approximately 120 users within the CAA community.

C. General Terms and Conditions

1. **Review and Compliance.** It is the Vendor's responsibility to review this entire document, including attachments, and comply with all requirements of this RFP, including the content and organizational requirements and the delivery instructions in this RFP. This RFP is also available on MaineHousing's website at www.mainehousing.org. "Vendor" means any person or entity submitting a proposal in response to the RFP.
2. **Questions and Clarifications.** All questions and all requests for clarifications must be submitted by e-mail to Daniel F. Drost, Director of Energy and Housing Services, at ddrost@mainehousing.org no later than May 18, 2018. MaineHousing will post responses to questions and requests for clarifications received that MaineHousing deems relevant and material to this RFP on MaineHousing's website at www.mainehousing.org by May 18, 2018 which will become an Addendum to and part of this RFP. Any corrections, clarifications or revisions to this RFP made by MaineHousing will also be posted on MaineHousing's website and will become an Addendum to and part of this RFP. MaineHousing will not be bound by oral explanations or instructions given at any time during the solicitation process or after any award. ***PLEASE NOTE: Vendor contact with any MaineHousing employee, consultant or other MaineHousing representative concerning this RFP other than the MaineHousing contact person named on the cover page of this RFP may be grounds for rejection of Vendor's proposal.***
3. **Proposal Valid for 120 Days.** All proposals and responses to this RFP received by MaineHousing will be treated as offers to contract. Vendor's proposal must be valid and remain open for a minimum of 120 days from the later of the proposal submission deadline under this RFP or the submission of any best and final offer that may be requested by MaineHousing and may not be unilaterally modified by Vendor during said 120-day period. In the case of any contract award pursuant to this RFP, the awarded Vendor must keep in effect all proposal terms, including pricing, throughout the contract negotiation process.
4. **Contract Term.** The initial term of any contract awarded pursuant to this RFP will be up to a maximum five (5) years from the date the contract is executed by Vendor and MaineHousing. MaineHousing will have the sole right to determine the initial term of the contract at the time of any selection of a proposal submitted pursuant to this RFP and will also have the sole right and option to extend the contract for additional terms of one (1) year each, which, together with the initial contract term, will not exceed a total of five (5) years. In the event MaineHousing purchases an existing commercial "off-the-shelf" software package from Vendor pursuant to this RFP that includes, as a condition of its use, a mandatory year-to-year maintenance agreement with the software manufacturer, MaineHousing will have the right and option to extend the contract year-to-year for an indefinite term based on MaineHousing's business needs.
5. **Costs of Proposal Development.** Costs for developing and delivering responses to this RFP, including any best and final offer if requested by MaineHousing, and any subsequent presentation of the proposal or product demonstration that may be requested by MaineHousing are solely the responsibility of the Vendor. MaineHousing is not liable for any expense incurred by Vendors in the preparation or presentation of their proposals or any

product demonstrations.

6. **Proposal Materials.** All proposals submitted, including all items and materials submitted as part of the proposals, become the property of MaineHousing, whether or not selected. Proposal materials may be appended to any contract between MaineHousing and the Vendor providing such materials.
7. **Inconsistencies.** If Vendor's forms or parts of forms are included as an attachment to a proposal, Vendor agrees that in the event of inconsistencies or contradictions, the terms and conditions of the RFP will supersede and control over those contained in any such form regardless of any statement to the contrary in Vendor's form or proposal.

II. TECHNICAL PROPOSAL

A. **Background: Existing Situation**

The existing MERAC HEAP database was developed exclusively for use by MaineHousing and has been in place since 2006. It contains over 785k HEAP applications, 399k clients and 400 fuel and utility vendors. Main features include the following:

- Tracking of applicants and household demographics, income and program qualifications;
- Calculation of program eligibility and benefits;
- Managing vendor contracts, pricing, deliveries and payments; and
- Producing various demographic, financial and program management reports.

B. **System Requirements**

1. System Features

A. Any System must include the following features:

- a. Contain a web-based, central database that supports the HEAP program with software and associated data centrally hosted on premises or within the cloud. Minimum browser requirements to include the most recent Microsoft Internet Explorer, Apple Safari and/or Google Chrome capabilities to within one month of the most recent release. The hosting facility must provide appropriate broadband connectivity to the Internet and backup and recovery capability.
- b. Ability for HEAP clients or agents to complete HEAP applications online. This would also include the ability for an online user to create a client account that would allow the client to access information about their application, and the status of the application, missing application information and/or documentation. The ability to complete online applications would also include the ability for the client to upload documents to support the application.
- c. Ability for agents, clients and vendors to use mobile devices to access and/or submit information.

- d. Ability to create and generate prepopulated client forms.
- e. Provide application processing and reporting functionality for all users including but not limited to MaineHousing and nine Community Action Agencies located throughout Maine.
- f. Cloning of applications to allow for streamlined processing of returning clients in subsequent program years.
- g. Provide ability for agents to view multiple client applications for multiple program years.
- h. Issue client and vendor correspondence regarding the applications, benefit payments, missing application or vendor documentation or information.
- i. Processing of vendor and client payments, benefit returns and purchase orders.
- j. Pre-delivery and post-delivery payment processing, including the ability to track and store household delivery information.
- k. Allow HEAP application information to be locked once certification has been established with restricted change privileges only allowed with MaineHousing authorization to reopen previously certified applications.
- l. Provide intuitive functions for agent data entry processes that require the completion of all required questions prior to saving the client data. This would confirm that questions were not inadvertently missed or not asked of the applicant.
- m. Require forced consistency for data entry components such as address formats (e.g. St. vs Street, Ave. vs Avenue, all upper case, all lower case, etc.).
- n. Ability to flag applications requiring MaineHousing intervention (e.g. suspected fraud).
- o. Robust reporting System (both internal and external) for HEAP program performance, CAA performance and production metrics, Federal, State and local reporting requirements (e.g. real-time dashboard showing applications taken, approved, certified, denied, or pending).
- p. Dynamic functionality that will allow MaineHousing to manage federal and state guidelines including but not limited to defined data points used to calculate benefits based on household income, home energy consumption, and demographics.
- q. Software must include basic customization tools to allow MaineHousing System Administrators the ability to update maintenance tables such as towns, landlords and employers, and business rules to correspond with program rules.
- r. Management of vendor contracts and pricing.
- s. Collection of entire household consumption data to use in benefit calculations and reporting.

- t. Provide CAA administration with functionality for invoicing administration and program costs.
- u. Ability to upload and store forms and documents related to each household application.
- v. Provide a mechanism for MaineHousing and subgrantee, if authorized, to IMPORT/EXPORT data directly to/from proposed web-enabled database (using XML or similar protocol). This would include the ability to generate real-time reports to support service delivery, planning, monitoring, quality assurance, scheduling appointments and other reporting requirements.
- w. Establish an efficient and feasible migration plan for end users importing existing records up to 400K records from the MERAC database allowing for review of historical data.
- x. Develop an executable exit strategy that would allow data portability and transition to another solution should this become necessary in the future.
- y. Availability of a separate reporting server updated daily to prevent disruptions to production processing which can provide custom, ad-hoc and pre-canned reports for HEAP program performance, CAA performance and production metrics, Federal, State and local reporting requirements.
- z. Full audit and monitoring System that includes multi-level tracking for System user's login/logoff, inputs, outputs and page view activities from the front-end application and back-end database. All viewing of SSA provided information requires an automated audit trail.
- aa. System supports reliable, easy-to-use processes for data sharing and integration with other approved and acceptable data systems.
- bb. Required management reports include:
 1. User ID Login Exception Reports – captures information about users who enter incorrect user IDs when attempting to gain access to the system or to a transaction that initiates requests for information from the SSA, including failed attempts to enter a password.
 2. System Error Exception Reports – captures information about users, usually with elevated privileges, who may not understand or who inadvertently violate proper procedures for access to SSA-provided information.
 3. Inquiry Activity Statistical Reports – captures information about transaction usage patterns among authorized end users to enable management to contrast typical usage patterns with extraordinary usage patterns.

B. User Experience

- a. Intuitive and efficient workflow that maximizes the usability of the System for a diverse population of users with varying levels of computer skills and technical competencies.
- b. Guided workflow that identifies and prompts user to complete applicable forms based on HEAP program rules and specific client information.

- c. Ability to upload and view specific client documents that are tied to the client household and application.
- d. Ability to view benefit calculations.
- e. Intuitive search functionality for client and vendor information.
- f. Ad hoc querying and reporting functionality.
- g. Accessible in any major web browser.
- h. System is live for use at least 99.99% of time.

2. Security of System and Process

A. System Security must include the following:

- a. The Vendor shall ensure all applicable technologies used will meet appropriate security configurations. For example, this may include, but is not limited to, current components of the National Institute of Science and Technology (NIST) SP 800 series guidelines, Open Web Application Security Project (OWASP) Top 10 vulnerabilities list, and Social Security Administration (SSA) requirements.
- b. Vendor shall ensure that during the term of the contract, it shall maintain possession or control of any MaineHousing data in a confidential and secure manner and it must have the ability to encrypt critical data.
- c. Host provider must backup audit trail records, maintain them for a minimum of three (3) years and make them available to MaineHousing upon request.
- d. Personally Identifiable Information (PII) must be encrypted during transit, use and at rest.
- e. The application should be native web-based access with no dependencies on additional subsystems, such as Silverlight, Java, and Flash.
- f. All data shall be the property of MaineHousing and available to download and/or export within a 24 hour notice of receipt of request. Any form of written notice is acceptable including email, fax, text and US mail.
- g. System must contain a Permission Module which prevents users from browsing the system. A properly configured Permission Module will prevent a user from performing any actions not consistent with a need-to-know process.
- h. The System must provide password features with two-factor authentication and/or have a single sign-on (SSO) experience for users irrespective of the geographical location of the users.

- i. The System must provide role-based user accounts.
- j. System roles must be granular enough to restrict designated roles from access to PII.
- k. The System must be able to limit the number of authorized users who can update the database.
- l. Prior to completion or termination of any contract with MaineHousing, the Vendor must take all necessary measures to assure that all data maintained in the hosted environment can be exported and able to be migrated back to MaineHousing in a mutually agreed format and within a mutually agreed upon timeframe.
- m. Vendor agrees to provide technical assistance transferring data to a new or replacement System.
- n. All vendor employees who have access to SSA provided information must be actively enrolled in a security awareness program that meets SSA guidelines.
- o. Vendor employees with access to SSA provided information must sign a non-disclosure attestations including acknowledgement that he or she understands and accepts the potential criminal and/or civil sanctions or penalties associated with misuse or unauthorized disclosure of SSA-provided information.
- p. For cloud-based systems, the cloud service provider must agree to on-site inspection and review by MaineHousing or the Social Security Administration with prior notice.
- q. After the transfer of data back to MaineHousing and/or migration of data to a new or replacement System, Vendor agrees to clear the MaineHousing data that resides on its computer hardware or software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. Certification or some acceptable form of documentation must be provided to ensure that this has been done.
- r. At least annually, the Vendor must perform security audits, including a vulnerability assessment, and report any critical, high or medium findings to MaineHousing's Director of IT.
- s. The Vendor shall not use, copy, modify, or distribute to others any MaineHousing data, except as required for the performance of the contract or unless prior written permission to do so is provided by MaineHousing.

B. MaineHousing Data shall be handled as follows:

- a. The Vendor shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of MaineHousing data and to protect against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.
- b. All employees of Vendor who will have access to MaineHousing data shall be advised by the awarded Vendor of the confidential nature of the information and that unauthorized

disclosures of client information may result in the imposition of possible criminal penalties.

- c. The Vendor agrees to assume responsibility for protecting the confidentiality of MaineHousing data it is provided access to or uses in the performance of any contract awarded under this RFP that is not publicly available information.
- d. MaineHousing Data made available to the Vendor by MaineHousing and CAAs for the performance of any contract awarded under this RFP shall be used only for purposes authorized under the contract and shall not be used in any other way without the prior written agreement of MaineHousing.

C. Data breaches shall be addressed as follows:

- a. Vendor will accept responsibility for all data breaches resulting from vulnerabilities within the Vendor's System including but not limited to notification of affected parties and corrective actions determined by MaineHousing, all at Vendor's sole cost and expense.
- b. Vendor will identify the extent of any suspected data breach and the affected services and notify MaineHousing immediately.
- c. Vendor will identify the root cause of the data breach and take appropriate corrective actions. MaineHousing must be notified of the root cause and the appropriate corrective actions taken.

D. Right to Publish:

- a. All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to MaineHousing.
- b. No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of MaineHousing.
- c. As a result of the selection of the Vendor to supply the requested services, MaineHousing is neither endorsing nor suggesting the Vendor is the best or only solution.
- d. The Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any Data, pictures or other representation of MaineHousing or CAA facilities, except with the specific advance written authorization of MaineHousing and/or the CAA.

3. Other Requirements:

System Support - Vendor shall provide the following training and supportive services:

- a. Once a contract has been awarded, Vendor must be able to implement the System and train MaineHousing and CAA users over a 12 month period. It is important to remember that MaineHousing and CAA users are in different geographic locations throughout Maine and training should accommodate this challenge as best as possible through web-based

training that facilitates maximum participation.

- b. Provide a comprehensive training program consisting of both hands-on and web-based (virtual or recorded videos) training sessions and training documentation in the following areas:
 1. **Technical Support** covering operations, customizations, configuration, maintenance and troubleshooting;
 2. **Administration** covering topics such as adding agencies and users, assigning access rights, and preparing reports;
 3. **User Training** for MaineHousing and CAA staff using the System to support HEAP activities, including web-based tutorials that are up-to-date and easily accessible to staff at all levels, including new hires and temporary staff; and
 4. **Training Plan** outlining the timeline and execution of all System training, including proposed schedule with dates and hours, associated resources and topics to be covered.
- c. In addition to the initial training and technical support to implement the System, ongoing training and technical support is required. A helpdesk or call center for program support must be available with live support staff responding to telephone calls and emails. (Hours of operation for the helpdesk or call center shall be shown as EST.) Response time to return phone calls and emails shall be within four (4) hours.
- d. The Vendor must provide ongoing maintenance and periodic updates to the System as program technology changes maintaining compliance with the latest DHHS requirements.
- e. At a minimum, access to the System and data shall be during MaineHousing and CAAs' business hours, Monday – Friday from 7:00 am to 6:00 pm EST.
- f. Vendor shall provide secure remote desktop support for System end users.
- g. Support and Maintenance; Licensing:
 - (1) *Minimum Requirements – Support and Maintenance.* At a minimum, Vendor must provide the following services for the software version provided as a deliverable, beginning with installation.
 - (a) Upon notice by MaineHousing to Vendor of a problem with the software, correct errors or defects or otherwise provide a working solution for the problem acceptable to MaineHousing.
 - (b) Notify MaineHousing of any material errors or defects known, or made known, to Vendor at any time that could cause the production of inaccurate or otherwise materially incorrect results, taking into account the purposes of the software and MaineHousing's objectives identified in this RFP, and initiate actions to correct any such errors or defects.

- (c) Provide to MaineHousing, at no additional charge, all new releases and bug fixes for any software deliverable, including related documentation, developed or published by Vendor and made generally available to its other customers at no additional charge.
 - (d) Provide telephone access to technical support engineers for assistance in the use of the software and to report and resolve software problems during MaineHousing's normal business hours (generally Monday through Friday 8:00 a.m. to 5:00 p.m. ET).
 - (e) Vendor must respond to telephone requests for maintenance or support services within four (4) business hours.
- (2) *Minimum Requirements – Licensing.* At a minimum, Vendor must provide the following licensing arrangements for the software version provided as a deliverable, beginning with installation.
- (a) Vendor must grant to MaineHousing a license to use, in object code format, the software provided by Vendor as a deliverable, subject to reasonable restrictions, such as the authorized computer System, the data source type(s), and the installation site for MaineHousing's business needs, as described in this RFP, and incidental purposes for the term of any contract awarded pursuant to this RFP.
 - (b) Vendor must provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed software.
 - (c) MaineHousing will have the right to copy the software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, for archival or emergency purposes, and for back up purposes.
- (3) *Additional Requirements.* Vendor proposals must also include the following:
- (a) A description of implementation methodology, including a detailed work plan with steps, tasks, and timelines (including any MaineHousing responsibilities).
 - (b) A description of customer support services, including specific account and technical representatives, hotline and hours of operation and any call response time guarantee, Help Desk employees dedicated specifically to the proposed solution, any "best practices" template or consulting services, project management services, and Vendor website (including live chat, FAQ, software patches, device drivers, manuals and other documentation, and real-time status of licensee-specific support events).
 - (c) Release schedule, process and documentation for updates and customer input in, and influence on, content of enhancement updates.

- (d) Whether participation in standard software maintenance program provides unlimited version and platform upgrades and licensing (excluding third party products) and product enhancements.
- (e) Vendor's policy on support of earlier versions of Vendor software.
- (f) Copy of standard maintenance agreement.
- (g) Copy of standard licensing agreement.
- (h) Terms and process for enhancements requested by client.
- (i) Available software modules and enhancements and add-on software, including description.
- (j) Ability to copy Vendor documentation for MaineHousing's internal use and customize documentation relating to proposed solution if needed.
- (k) Description of user training approach (including on-site training) and copy of training materials.
- (l) A description of warranties and warranty periods for all software, other products and services.

III. VENDOR'S RESPONSE TO SYSTEM REQUIREMENTS

- A.** Vendors must explain in sufficient detail how the Vendor will satisfy System Requirements described in Section II above.
 - I.** Vendors shall provide a response to each item listed with a separate number and reference using those same numbers at the beginning of each response. Please provide responses that are specific and to the point.
 - II.** Vendor is free to suggest alternative methods that may work better with Vendor's System and accomplish the desired results.
 - III.** If the Vendor's System does not have a specific feature requested, please explain if it is possible to develop this feature or why it has not been needed by its current users.
- B.** Vendor shall include an implementation schedule over a four to eight month timeframe. The selected Vendor will be subject to consequences for delays in their performance if they are unable to adhere to their implementation schedule, excluding delays directly caused by MaineHousing and/or CAAs.
- C.** Vendor shall explain how using the software will make MaineHousing more effective, efficient and productive.
- D.** Vendor may include any information on User Groups, if applicable.

IV. GENERAL COMPANY INFORMATION, SUBCONTRACTORS AND REFERENCES

This section of Vendor’s proposal should contain all relevant and material information relating to the Vendor’s organization, personnel, and experience that would substantiate its qualifications and capabilities to provide the deliverables and perform the services required by this RFP.

A. Company Information

1. Company Profile

Vendors must provide a company profile in the table format below.

Information Item	Response
Company name	
Ownership type (sole proprietor, corporation, partnership, etc.)	
State of incorporation	
Date of incorporation	
Dun and Bradstreet Number	
Years in business	
List of top officers and titles	
Location of company headquarters	
Location(s) of office(s) that will provide the services described in this RFP	
Number and locations of employees with expertise to support the requirements identified in this RFP and commitments made in Vendor’s proposal	
Location(s) from which employees will be assigned for this project.	

2. Past Performance

- a. Indicate the length of time Vendor has been providing deliverables and services of the type described in this RFP. Include a brief narrative of similar engagements, including deliverables and services provided, with dates.
- b. Does the vendor, any principal or affiliate of the vendor, or anyone who will be paid for work on the contract have business ties, familial relationships, or other close

personal relationships with a current MaineHousing employee or Commissioner or anyone who was a MaineHousing employee or Commissioner within the past year?

If yes, please describe here:

- c. If the Vendor employs (a) any person who is a current employee of MaineHousing, (b) any person who has been an employee of MaineHousing within the past two (2) years, and if such person will be performing or producing the services which the Vendor will be contracted to provide under this RFP, the vendor must disclose the identity of each such person in the response to this RFP, and specify the services that each person will be expected to perform.
- d. Each Vendor must disclose in its response any alleged significant prior or ongoing contract failures or breaches, whether relating to the same type of deliverables or services, and any criminal or civil investigations or proceedings pending or in which the Vendor or any key personnel that may be assigned to provide services to MaineHousing under any contract awarded pursuant to this RFP has been adjudged guilty or liable. Include the following information: dates; parties involved; a description of the contract failure or breach, including the products or services and the amount involved; a description of the civil or criminal investigation or proceedings, including, if applicable, the name and location of the court or arbitration panel and the case or docket number; and the resolution or current status of the matter.
- e. MaineHousing reserves the right to reject any proposal based on Vendor’s history with MaineHousing or any other party which involved unsatisfactory performance, including but not limited to one or more significant failures to meet contract milestones or other contractual failures, any criminal conviction, any pending or ongoing criminal proceeding or investigation, or any pending or ongoing civil proceeding that MaineHousing determines may materially adversely affect Vendor’s ability to provide the deliverables and services required under any contract awarded pursuant to this RFP.

Does item “b” above apply to the Vendor?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If “Yes”, please provide the following information:

Question	Response
Name of Employee:	
Date of Hire:	
Current Position:	
Describe their involvement or potential involvement of the delivery and maintenance of the product.	

Do items “c” or “d” above apply to the Vendor?

Yes		No	
-----	--	----	--

If “Yes”, please provide the following information:

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products and services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- f. Provide Vendor background/history and why the Vendor is qualified to provide the services described in this RFP. *(Limit response to no more than four (4) pages.)*
- g. Vendor shall also discuss who currently uses the Vendor’s System, how long they have been using it and what obstacles, if any, users have identified that may still need to be overcome with the System.
- h. Provide Dun and Bradstreet Number. (If Vendor currently does not have one, it will need to be obtained prior to contract execution if it is the awarded Vendor.)
- i. Provide Federal Tax Identification Number.
- j. Provide the last two (s) year’s and current year interim:
 - 1. Profit and Loss Statement
 - 2. Balance Statement

3. SSAE18

Vendors are requested to submit a copy of their SSAE18 SOC Type 2 report.

B. Subcontractor Information

If Vendor's proposed solution includes the use of subcontractors, Vendor must identify the subcontractors to be used and describe their qualifications. Vendor must also identify the specific tasks/requirements for which each proposed subcontractor will perform services, describe how subcontractors work will be monitored and supervised, and provide reasons for selecting the specific subcontractors proposed.

Performance of any of the services under this RFP by any subcontractor is subject to MaineHousing's prior written consent. Vendor-subcontractor agreements must include non-disclosure and confidentiality provisions and other terms and conditions acceptable to MaineHousing. Vendor remains solely responsible for the performance of any subcontractors consented to by MaineHousing and for performance of all obligations under any contract with MaineHousing. Subcontractor means any third party not employed by Vendor who will provide services identified in this RFP; it does not include third parties who provide support or incidental services to Vendor.

Vendor may not make substitutions for any subcontractor approved by MaineHousing.

C. Business References

Vendors must provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years. Vendors must provide the following information for every business reference provided by the Vendor:

- Business Reference Name, including
 - Street Address
 - City, State, ZIP
 - Phone, including area code
 - Email Address
 - Alternate Contact Information for items above

- **Project Information**
 - Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable
 - Original Project/Contract Start Date
 - Original Project/Contract End Date
 - Original Project/Contract Value
 - Final Project/Contract Date
 - Was project/contract completed in time originally allotted, and if not, why not?
 - Was project/contract completed within or under the original budget/cost proposal, and if not, why not?

MaineHousing reserves the right to contact and verify any and all references listed.

D. Key Personnel

A resume must be included for each key personnel who will be responsible for performing services under any contract resulting from this RFP. Resumes should include narrative information on qualifications and experience with similar projects. A Vendor who is awarded a contract pursuant to this RFP may not make substitutions for such key personnel without MaineHousing's prior written approval.

Vendor warrants that it will use only qualified personnel (whether employees of Vendor or of subcontractors of Vendor if the use of subcontractors is approved by MaineHousing) to perform the services under any contract awarded pursuant to this RFP and that all services will be performed in a professional manner, i.e., that personnel performing the services will possess the skills and competence consistent with the prevailing business standards in the information technology industry.

MaineHousing reserves the right to conduct a security background check, including but not limited to a criminal background check, or otherwise approve or reject any Vendor subcontractor or employee of Vendor or any subcontractor, and to refuse access to or require replacement of any such personnel, for good reason, including but not limited to technical qualifications, quality of work, change in security status, or non-compliance with MaineHousing's security, confidentiality or other requirements.

V. **COST PROPOSAL**

Vendors must provide detailed fixed prices for all costs associated with the proposed solution on one or both of the following bases for each of the cost items listed below. **NOTE: Indicate \$0 if no cost - do not leave the cost for a listed cost item blank.**

- (i) An all-inclusive firm fixed price covering all labor, out-of-pocket, travel and other expenses, materials, etc. relating to the specific item listed below. The basis of the price and any underlying assumptions (including assumptions concerning travel expenses) must be included in the Vendor's cost proposal.
- (ii) An all-inclusive fixed price covering all labor, out-of-pocket, travel and other expenses, materials, etc. relating to the specific item listed below, with any provision for a price adjustment, including information on the basis of the adjustment, how the adjustment will be made, factors influencing the adjustment, any ceiling on the adjustment, the frequency of adjustments, and any underlying assumptions (including assumptions concerning travel expenses).

Any proposed changes in costs for the items listed below during the term of any contract awarded pursuant to this RFP must be identified in Vendor's cost proposal. See Section I.C.4 of this RFP for contract term.

A. Cost Items

1. Application software – initial cost (if a customized solution is proposed, this cost must reflect all necessary customization of the end product).
2. Application software licensing – annual cost.

3. Ongoing maintenance – annual cost.
4. Technical support and customer service – annual cost.
5. Required or recommended utility or System software, including third party software, or software modules.
6. Software installation and System testing.
7. Existing software upgrade/integration.
8. Professional services, including project management and consulting services (indicate type of services and if an hourly rate or other fee basis).
9. Training, including training materials.
10. Technical and user documentation – initial cost.
11. Technical and user documentation – cost relating to software or other product upgrades, enhancements or modifications.
12. New functionality (provide details).

B. Payment

Generally, payment by MaineHousing will be tied to specific milestones, which may include satisfactory acceptance testing, and/or deliverables.

Payment terms are net 30 days after receipt of correct invoice containing information required by MaineHousing and acceptance of deliverables (after testing).

VI. PROPOSAL SUBMISSION REQUIREMENTS

This section of the RFP deals with additional requirements for the contents and submission of proposals.

A. Proposal Deadline and Delivery

All proposals must be submitted by e-mail in PDF format or by printed hard copy and must be received by MaineHousing no later than 5:00 p.m. EDT on June 15, 2018 (extension from original notification on April 24, 2018).

If submitted by e-mail, the proposal must be sent to Daniel Drost at ddrost@mainehousing.org and the subject line must state "RESPONSE TO HEAP MANAGEMENT INFORMATION SYSTEMS SOFTWARE RFP".

Proposals submitted as a hard copy must include one (1) original and five (5) copies.

The envelope containing Vendor's proposal must be visibly labeled **RESPONSE TO HEAP MANAGEMENT INFORMATION SYSTEMS SOFTWARE RFP** and be addressed to the attention of:

Daniel Drost
Director, Energy and Housing Services
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330

Proposals that do not arrive by 5:00 p.m. EDT on June 15, 2018, *will not be accepted.*

Vendors may submit their proposals any time prior to the deadline stated above. It is the responsibility of each Vendor to ensure timely receipt of its proposal by MaineHousing. MaineHousing is not responsible for any late delivery of a proposal for any reason.

Facsimile or telephone proposals *will not be considered.*

B. General Requirements

- 1. Rejection of Vendor Conditions or Changes.** Vendor proposals will be deemed non-responsive by MaineHousing and will be rejected without further consideration or evaluation if any statement such as the following is included:
 - This proposal does not constitute a binding offer.
 - This proposal will be valid only if selected as a finalist or in the competitive range.
 - This proposal will not be binding until the proposal is incorporated into a signed definitive agreement.
 - Vendor does not commit or bind itself to any terms and conditions by this submission.
 - This proposal is non-binding and shall be for discussion purposes only.

Likewise, Vendor proposals that take exception to any term or condition of this RFP, in whole or in part, or that attempt to impose conditions or change requirements, as determined by MaineHousing in its sole judgment, will be rejected without further consideration or evaluation.

- 2. No Alterations after Submission.** Alterations, modifications or variations to a proposal after the submission deadline will not be considered by MaineHousing unless authorized by this RFP or by any amendment or addendum issued by MaineHousing.

C. Proposal Organization and Contents

1. Organization and Format

Proposals must be presented in a format that corresponds and refers to the section numbers and headings used in this RFP and must be presented in the same order. Foldouts containing charts, spreadsheets or exhibits are permissible. Pages must be numbered consecutively. A table of contents is strongly encouraged.

2. Content

- a. All information requested by this RFP must be submitted as part of Vendor's proposal. **Only information that is received in response to this RFP will be evaluated.** References to information submitted to MaineHousing outside this RFP process or references to Internet website addresses will be deemed non-responsive and will not be considered by MaineHousing. Cross-references to other portions of a Vendor's proposal submitted in response to this RFP are acceptable, but must reference the specific section number and heading for identification.
- b. Vendor must provide a project work plan and timeline identifying and describing in detail (including functions and sub-tasks where applicable)
 1. All deliverables to be provided, including but not limited to software, software licenses, source codes, data and documentation, and means and methods of delivery.
 2. All services to be provided, including installation, acceptance testing, implementation, training, support and maintenance services, and means and method of delivery.
 3. Any site requirements for deliverables and services.
 4. Acceptance testing period(s).
 5. Specific MaineHousing resources that may be required.
 6. Estimated time schedule associated with specific deliverables and services from installation to contract completion.
 7. Project staffing plan, including key personnel (whether employees or subcontractors).
 8. Project management plan.

If any services, deliverables, functions or responsibilities not specifically described are required for Vendor's proper performance of its obligations under any contract awarded pursuant to this RFP, or are an inherent part of, or necessary sub-task included within any service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in Vendor's proposal. Notwithstanding the foregoing, Vendor must provide the detailed information required above.

- c. All proposals must include the completed and signed Vendor Information Sheet included in this RFP. Include the completed and signed Vendor Information Sheet at the front of your proposal.
- d. All proposals must include the completed and the completed and signed Vendor Certification attached to this RFP as Appendix A.
- e. All proposals must acknowledge receipt by Vendor of all amendments (if any) to this RFP

issued by MaineHousing.

VII. EVALUATION FACTORS AND PROCESS

The evaluation process described in this RFP is intended to enable MaineHousing to select the solution that provides the best value in meeting MaineHousing’s business objectives identified in this RFP by considering both non-price (referred to as technical factors) and price factors. A trade-off method of selection will be used to allow MaineHousing to award a contract to the Vendor providing the best value, recognizing that best value may result in an award not representing the lowest price or the highest-scoring technically qualified proposal. Accordingly, to accomplish this balancing, or trade-off, between price and technical factors and to aid in determining best value, cost proposals will be evaluated and scored separately from technical factors. In evaluating proposals, MaineHousing will take into account the detail and completeness of proposals.

An evaluation committee convened by MaineHousing will review all proposals. Proposals will initially be classified as responsive or non-responsive. If a proposal is determined to be non-responsive, it will not be considered further. All responsive proposals will be evaluated based on the evaluation factors set forth in this RFP.

Proposals will be evaluated and scored based on the following technical factors.

TECHNICAL FACTORS	MAXIMUM POINTS
Technical merit and benefits of solution proposed, including the effectiveness and efficiency of the solution in meeting MaineHousing’s business objectives described in this RFP, and the justification for the proposed solution.	30
Project work plan and timeline: Quality of Vendor’s project work plan, including how well organized and detailed the plan is, timelines proposed, acceptance testing plan, how any contingencies are identified and addressed, Vendor staffing and project management, efficiency of the plan, and the use of Vendor and MaineHousing resources.	25
Documentation and training, support and maintenance plans	20
Demonstrated integrity, successful past performance (including meeting cost, schedule, and technical and performance requirements within defined work scope for substantially similar projects), and financial and technical resources. Documented work experience on similar Systems will be evaluated more favorably than experience with non-related Systems.	20
Key personnel availability and experience: Evaluation of relevant experience of key personnel based on resumes and narratives of experience provided.	5
TOTAL POINTS	100

After Vendor proposals are ranked based on the evaluation of technical factors, Vendor cost proposals will be evaluated and scored as follows.

COST PROPOSAL	MAXIMUM POINTS
Evaluation of Total Cost: (1) Direct costs indicated in Vendor pricing information plus (2) indirect costs, i.e., installation, operating, maintenance, and/or support costs that may result from various considerations associated with a Vendor's proposal over the contract term, in MaineHousing's judgment.	50

As part of the evaluation and scoring process, MaineHousing may require Vendors to make a presentation of their proposals or product demonstration to the Evaluation Committee.

The Evaluation Committee may also contact the references provided by Vendors; contact any Vendor to clarify any response; contact any current users of a Vendor's service; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Vendors are cautioned that the Evaluation Committee is not required to ask for clarifications or information that is essential for a complete and thorough evaluation of Vendor proposals. Therefore, all proposals should be complete when submitted.

MaineHousing may establish a competitive range based on the evaluation of proposals ("Finalist Vendors") and limit presentations or product demonstrations to Finalist Vendors and request Best and Final Offers from Finalist Vendors. Failure to provide a best and final offer if requested will disqualify the non-responsive Vendor from further consideration. Negotiations or discussions may be conducted with Finalist Vendors.

MaineHousing reserves the right to forgo Vendor presentations or product demonstrations or to determine Finalist Vendors and require best and final offers and may, in its judgment, select a Vendor based on the proposals received in response to this RFP.

Subject to the reservation of rights and the other terms and conditions of this RFP, the responsible Vendor whose proposal is most advantageous to MaineHousing, taking into account the evaluation factors in this RFP, will be selected for the contract award. A notification of intent to award a contract will be issued to the selected Vendor, if any. Any award is contingent on successful negotiation of the final contract terms. In no event will any claimed obligations of any kind be enforceable against MaineHousing unless and until MaineHousing and the selected Vendor enter into a written contract, which shall include standard provisions required by MaineHousing and federal law. This RFP and the successful Vendor's proposal, as may be modified pursuant to this RFP, will be incorporated by reference into and be part of any contract between MaineHousing and the Vendor.

VIII. OTHER TERMS AND CONDITIONS

A. Rights Reserved by MaineHousing

In addition to the rights reserved by MaineHousing elsewhere in this RFP, MaineHousing reserves the right:

1. To adjust the timetable for this RFP as deemed necessary.
2. To waive informalities and minor irregularities in proposals received.
3. To reject and not consider any or all Vendors who do not meet the requirements of this RFP, including but not limited to incomplete responses and/or responses offering non-requested services.
4. To reject any or all proposals received in response to this RFP and not to award a contract pursuant to this RFP, or to cancel or terminate the RFP process at any time, whether before or after any proposals have been submitted or received, if deemed by MaineHousing to be in its best interest.
5. To negotiate price or other factors included in any proposal submitted to MaineHousing, and in the event MaineHousing is unable to negotiate a mutually satisfactory contract with the successful Vendor under this RFP, MaineHousing may, in its sole discretion, negotiate with another Vendor or cancel this RFP and not award a contract to any Vendor.
6. To reject the Vendor selected pursuant to this RFP and to offer a contract to another Vendor in the event the selected Vendor does not enter into the required contract to provide the services described in this RFP.
7. To negotiate directly with one Vendor if the responses to this RFP demonstrate a lack of competition.
8. To correct or amend this RFP, and in such event, an amendment will be provided to all parties on the initial distribution list and to others who may request a copy of this RFP, and posted on MaineHousing's website at www.mainehousing.org. In no case will this RFP be amended within seven (7) days of the proposal submission deadline unless the amendment includes an extension of time. MaineHousing will not be liable for any costs incurred as a result of changes to this RFP.

B. Additional Terms and Conditions

Testing and Acceptance. MaineHousing reserves the right to perform post-delivery and post-training acceptance testing, either directly or with a consultant, using such processes and procedures as determined necessary by MaineHousing to ensure compliance with MaineHousing's requirements and Vendor's technical representations.

Acceptance of deliverables may be conditioned or delayed as required for installation, start-up and testing. In addition, at any time before the end of the testing period, MaineHousing may require any or all of the following: (i) modification of the installed software to eliminate deficiencies; (ii) installation of a new copy of the software; (iii) extension of the acceptance testing period for a period sufficient to allow time for Vendor to remedy the problems and to re-test any modification or replacement of the software; and (iv) removal of the software, cancellation of the contract, and recovery of any payments made by MaineHousing.

1. **Date and Time Warranty.** Vendor warrants that any deliverable which is intended to perform a date and time data recognition function, calculation, or sequencing will provide accurate date and time data and leap year calculations.
2. **Work Product Ownership and Proprietary Rights.** All deliverables, including all software, technical information, specifications, drawings, records, documentation, data, source code and

object code, and other work products first originated and prepared by Vendor as a custom-designed solution for delivery to MaineHousing will be considered works for hire provided by Vendor for MaineHousing, and together with all associated copyright and other intellectual property rights, will be owned exclusively by MaineHousing.

To the extent that any Vendor technology is contained in any of the deliverables, Vendor will grant MaineHousing a royalty-free, fully paid, perpetual, non-exclusive license to use such Vendor technology in connection with the deliverables for MaineHousing's internal business purposes. "Vendor technology" means concepts, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines.

Vendors will not acquire any right, title or interest in and to any goods, software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or anything else provided by MaineHousing to Vendor to allow Vendor to perform its obligations, or any right, title or interest in and to any copyrights therefor or other intellectual property rights relating thereto.

Vendor represents and warrants that (i) it has the right to provide the services and deliverables specified or described in Vendor's proposal submitted pursuant to this RFP without violating or infringing any copyright, patent, trade secret or other intellectual property or proprietary right of any third party, and (ii) that said services and deliverables are not the subject of any actual or threatened action involving the intellectual property or other proprietary rights of any third party.

3. **Confidentiality and Nondisclosure.** Vendor shall maintain in trust and confidence and shall not disclose to any third party, except as such disclosure may be authorized in writing in advance by MaineHousing, and shall not use for any unauthorized purpose, any and all information, documents and data received or obtained from or on behalf of MaineHousing, including but not limited to any PII that Vendor may access in providing services to MaineHousing pursuant to this RFP. Vendor may use such information, documents and data only to the extent required for the purposes described in this RFP. Vendor shall adhere to all security, confidentiality and nondisclosure policies and procedures required by MaineHousing for the protection of such information and data from unauthorized use and disclosure and from loss.
4. **Maine Freedom of Access Act.** Information submitted by a Vendor in any proposal becomes public information, and is subject to disclosure in accordance with the requirements of law, including without limitation the Maine Freedom of Access Act, 1 M.R.S.A. Section 401 et seq. ("FOAA"), except as provided therein. Vendor acknowledges that MaineHousing is required to comply with FOAA.
5. **Independent Contractor.** Vendor and its officers and employees, and any subcontractors, shall be independent contractors and not employees or agents of MaineHousing.

- C. **Protest Procedures.** Protests of any award made pursuant to this RFP must be submitted in writing to MaineHousing at the address on the cover page, to the attention of the Deputy Director. To be considered, protests must be received by MaineHousing within fifteen (15) calendar days from the date of notification of the contract award and provide specific reasons and any supporting documentation for the protest.

APPENDIX A
VENDOR CERTIFICATION
FORM

Vendor Name	
Vendor Address	

The undersigned Vendor represents and certifies as follows:

1. The prices in this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Vendor or potential Vendor.
2. No attempt has been made at any time to induce any firm or person to submit any intentionally high or noncompetitive proposal or to otherwise submit or refrain from submitting a proposal for the purpose of restricting competition.
3. Vendor has not given, and will not give at any time hereafter, any economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or representative of MaineHousing in connection with this RFP.
4. Vendor acknowledges that MaineHousing will determine whether a conflict of interest exists and that MaineHousing reserves the right to disqualify any Vendor on the grounds of actual or apparent conflict of interest.
5. Vendor has not employed or retained any person or entity to solicit or obtain any contract resulting from this RFP and has not paid or agreed to pay to any person or entity any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of any such contract.
6. Vendor understands and acknowledges that the representations in its proposal are material and important and will be relied on by MaineHousing in evaluating the proposal. Vendor certifies that, to the best of its knowledge, all of the information contained in its proposal is true, correct and complete and acknowledges that any intentional misrepresentation by Vendor will disqualify Vendor from further consideration in this RFP process.
7. The undersigned individual is legally authorized to sign this Vendor Certification Form for and on behalf of Vendor and to bind Vendor to the statements made herein.

Name, Title and Signature of Individual with Authority to Bind Vendor	
Name	
Title	
Signature	
Date	