

**The Central Falls Housing Authority
REQUEST FOR PROPOSALS (RFP)
No. 2021-005**

Managed IT Services



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INTRODUCTION

The Central Falls Housing Authority (hereinafter, “the Agency”) is a public entity to provide federally subsidized housing and housing assistance to low-income families, within the City of Central Falls, RI. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy.

Currently, the Agency manages the following detailed housing units: 327 Low-income Public Housing (PHA) units. The Agency currently has approximately 21 full-time and 2 part-time employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed, and insured entities to provide the services noted herein. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON	Bridgett M. Duquette, Executive Director Telephone: (401)226-0764 E-mail: bridgettd@cfhousing.org TDD/TTY: 800-545-1833, ext. 404
HOW TO OBTAIN THE RFP DOCUMENTS	1. Access our website at www.cfhousing.org 2. Email erinc@cfhousing.com 3. At the office of the Authority, located at 30 Washington Street, Central Falls RI 02863
QUESTION SUBMITTAL DEADLINE	Monday, October 11, 2021, 3:00 PM ET
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As instructed within Section 3.0 of the RFP document, submit 3 copies of your sealed “hard copy” proposal submittal to the Agency Administrative Office.
PROPOSAL SUBMITTAL RETURN & DEADLINE	*Thursday, October 14, 2021, 10:00 AM ET 30 Washington Street, Central Falls, RI 02863 (The proposed costs must be entered and the sealed “hard copy” documentation must be received in-hand and time-stamped by the Agency by no later than 10:00 AM ET on this date).

1.0 THE AGENCY’S RESERVATION OF RIGHTS. The Agency reserves the right to:

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- 1.1 **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- 1.2 **Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 **Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Proposer agrees that he/she will inform the Executive Director in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.
- 1.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The Agency's website is an appropriate venue to obtain the RFP documents (and any other information pertaining to this RFP such as addenda). Proposers may also request the documentation by email or by visiting the offices of the Authority. Any other group such as an association or a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the website or contact the Agency to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the website or directly from the Agency.

- 2.0 **SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** Agency is seeking proposals from qualified, licensed, and insured entities to provide the following detailed services listed herein:

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2.1 **Specific Required Services.** The successful proposer (Contractor) shall:

2.1.1 **General Conditions.** These immediate-following Conditions pertain to all services and Pricing Items listed within the following Table No. 4 herein and each proposer will apply the cost of each requirement to the Pricing Item in a manner he/she feels is most appropriate:

2.1.1.1 **Help Desk Support.** The Contractor shall provide qualified and competent Help Desk support staff utilizing industry best practice processes and procedures from 8:00 A.M. - 5:00 P.M Monday - Friday. The Contractor shall also provide qualified and competent staff with unlimited 24x7x365 Help Desk support utilizing industry best practice processes and procedures for emergency or critical issues. Support outside of the 8:00 A.M - 5:00 P.M Monday - Friday timeframe are subject to a reasonable and justified negotiated cost based on the fees proposed and awarded pertaining to Pricing Items No. 6-8

2.1.1.2 **On-site support.** When needed, the Contractor shall have the ability to deploy onsite resources to assist in issues which cannot be resolved through remote access. For critical issues, the Contractor shall be able to respond by telephone within 2 hours, with an onsite visit to follow within 1 hour of call.

2.1.1.3 **Warranty and Asset Inventory Management Listing.** The Contractor will maintain a hardware asset inventory list that includes, but is not limited to, firewalls, switches, desktops, laptops, servers, printers, scanners, fax machines, copiers, and IP telephones, and notify the Agency of any potential service or warranty issues and expirations.

2.1.1.4 **Software Licensing Control Listing.** The Contractor must maintain a listing and oversee the automatic renewal of software applications and maintenance of appropriate documentation.

2.1.1.5 **Lifecycle Management.** The Contractor must have processes for end-of-life notification, replacement, and asset decommissioning and disposal.

2.1.1.6 **Reporting.** The Contractor must provide relevant reporting and analysis not only based on their performance from a help desk perspective but also regarding system health and performance including, but not limited to, CPU utilization, disk utilization, disk usage, memory utilization, page (swap) utilization and network downtime.

2.1.1.7 **Strategic Planning.** The Contractor will work with the Agency to develop a long-term strategic technology plan. The plan will take advantage of new and existing technologies to produce a

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pragmatic and effective future roadmap that enable the organization to plan and budget accordingly.

- 2.1.1.8 Ticket Escalation.** The Contractor must offer an internal escalation process to ensure the ability to have multiple points of contact available if needed, depending on the items or issues encountered.
- 2.1.1.9 Project Management.** The Contractor must be able to offer project management and technical engineering resources to assist with technical projects as identified by the Contractor or the Agency. Unless such work is covered by services otherwise described herein (i.e., a per/unit or per/month fee), such will be charged to the Agency pursuant to a reasonable and justified negotiated cost based on the fees proposed and awarded pertaining to Pricing Items No. 6-8
- 2.1.1.10 IT Policy Review and Deployment.** The Contractor must be able to assist in the review and development of customized policies related to the use of technology. Unless such work is covered by services otherwise described herein (i.e., a per/unit or per/month fee), such will be charged to the Agency pursuant to a reasonable and justified negotiated cost based on the fees proposed and awarded pertaining to Pricing Items No. 6-8
- 2.1.1.11 Onboarding or Offboarding Staff.** The Contractor must have a process and procedure in place to onboard or offboard Agency staff members in a timely and efficient manner agreed upon by the Agency.
- 2.1.1.12 Compliance.** The Contractor must use systems that comply with published Payment Card Industry Security (PCI) Compliance and assist the agency in completing the annual PCI compliance survey.
- 2.1.1.13 Scalability.** The Contractor must be able to offer a model where scaling up or down from a systems and cost perspective is simple and nimble.
- 2.1.1.14 Multi-Factor Authentication.** The Contractor must be able to provide and manage a Multi-Factor Authentication (MFA) solution to provide an easy-to-use method to verify user identities at login and to protect logins with MFA.
- 2.1.1.15 End-User Security Awareness Training.** The Contractor must provide Security Awareness Training to teach Agency users about current threats, terms, standards, and compliance to help the Agency or its employees avoid a security incident.

- 2.1.1.16 **Managed SOC-as-a-Service.** The Contractor should offer Managed SOC-as-a-Service to monitor the Agency's environment and ensure proactive detection and response to threats, intrusion, and attacks.
- 2.1.1.17 **Vendor Selection and Management.** The Contractor shall assist the Agency with the selection and management of other vendors as needed.
- 2.1.1.18 **Procurement Management.** The Contractor shall assist with the selection of the appropriate software and hardware. The Contractor shall manage the order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts when the Agency chooses to order consumable from or through the Contractor.
- 2.1.1.19 **User Management.** The Contractor shall manage user logins and security via Microsoft Active Directory and Group Policy. Management includes, but is not limited to, the creation, deletion, and modification of users, user groups, and/or policies.
- 2.1.1.20 **Industry Best Practices.** The Contractor shall implement system configuration and security to industry best practice standards, improving performance, and reducing support issues.
- 2.1.1.21 **Special Projects and Additional Services.** The Contractor shall be able to provide a variety of custom projects designed to help optimize the Agency's IT infrastructure, include, but not limited to, software and hardware installations, migrations, setups, and configurations, and more.
- 2.2.2 **Pertaining to Computer/Printer Care (Pricing Item No. 1).** These immediate-following requirements pertain to Pricing Item No. as listed within the following Table No. 4 herein:
 - 2.2.2.1 **Office 365 System Management.** The Contractor must provide management and administration of the Agency's Office 365 system for all users. This includes, but is not limited to, user addition, deletion, modification, password resets, and adding/removing licenses as needed and agreed upon by the Agency.
 - 2.2.2.2 **Printer, Copiers, and Scanners.** The Contractor shall support existing printers, copiers, and scanners connected to the computers, as well as provide support and assistance with the selection and installation of new hardware.

- 2.2.2.3 PC Deployment.** The Contractor is responsible for the delivery and setup of machines on-site. Contractor may complete initial setup of hardware offsite. Unless such work is covered by services otherwise described herein (i.e., a per/unit or per/month fee), such will be charged to the Agency pursuant to a reasonable and justified negotiated cost based on the fees proposed and awarded pertaining to Pricing Items No. 6-8
- 2.2.2.4 Patch Management Services and Preventative Maintenance.** The Contractor must provide management of Operating System and 3rd party critical and security patches to all servers, computers, and systems on the network to ensure Agencies IT systems and resources are properly managed and maintained. Please provide, with your proposal, a detailed list of covered applications for 3rd party patches.
- 2.2.2.5 Desktop and Laptop Support.** The Contractor must include their ability to support existing and future desktop and laptop hardware. This includes maintenance and repair, replacement for failed equipment, and the acquisition and provisioning for new equipment as needed. All desktops and laptops must be running Windows 10 or later and have all the latest Microsoft Service Packs and Critical Updates installed. Laptops shall be encrypted to prevent data loss in the event the device is lost or stolen. Unless such work is covered by services otherwise described herein (i.e., a per/unit or per/month fee), such will be charged to the Agency pursuant to a reasonable and justified negotiated cost based on the fees proposed and awarded pertaining to Pricing Items No. 6-8
- 2.2.2.6 Desktop Software Standardization and Software Licensing and Upgrades.** The Contractor must have a process for identifying standardization and management of desktop images and ensuring staff are using current products as well as current OS and browser versions.
- 2.2.2.7 Antivirus, Antispam, and Antispyware Protection.** The Contractor must provide a solution to defend against security threats including, but not limited to, phishing, malware, spam, and viruses. The Contractor shall be responsible for responses, quarantine and removal of any security threats that do occur.
- 2.2.3 Pertaining to Server Care (Pricing Item No. 2).** These immediate-following requirements pertain to Pricing Item No. as listed within the following Table No. 4 herein:

 - 2.2.3.1 Server and Network System Monitoring.** The Contractor must provide 24x7x365 monitoring of Agency's server and network system with proactive communication and escalation protocols based on the severity of any unscheduled outages.

- 2.2.3.2 Patch Management Services and Preventative Maintenance.** The Contractor must provide management of Operating System and 3rd party critical and security patches to all servers, computers, and systems on the network to ensure Agencies IT systems and resources are properly managed and maintained. Please provide, with your proposal, a detailed list of covered applications for 3rd party patches.
- 2.2.3.3 Antivirus, Antispam, and Antispyware Protection.** The Contractor must provide a solution to defend against security threats including, but not limited to, phishing, malware, spam, and viruses. The Contractor shall be responsible for responses, quarantine and removal of any security threats that do occur.
- 2.2.4 Pertaining to Cloud Backup Services (Pricing Item No. 3).** These immediate-following requirements pertain to Pricing Item No. as listed within the following Table No. 4: herein
- 2.2.4.1 Business Continuity and Disaster Recovery.** The Contractor's data backup and continuity solution shall ensure that the Agency's critical information is secure, backed-up and accessible whenever the Agency needs it, even during a network failure or a disaster. Off-site backup is required to prevent data loss in the event of a total loss event.
- 2.2.5 Pertaining to Network Infrastructure Services (Pricing Item No. 4).** These immediate-following requirements pertain to Pricing Item No. as listed within the following Table No. 4 herein:
- 2.2.5.1 Networking Support.** The Agency requires proactive configuration, management and monitoring of our switches, firewalls, and routers, and other networking equipment as identified by the Agency.
- 2.2.5.2 Security Systems Monitoring.** The Contractor must provide proactive monitoring and management of the Agency's security systems, including firewalls, intrusion prevention, secure remote access for individuals identified by the Agencies point of contact, and any implementations of advanced security solutions the Agency may utilize.
- 2.2.6 Pertaining to Network Infrastructure Switches (Pricing Item No. 5).** These immediate-following requirements pertain to Pricing Item No. as listed within the following Table No. 4 herein:

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2.2.7 Pertaining to Hourly Fee for Additional Technical Services (Pricing Item No. 6). These immediate-following requirements pertain to Pricing Item No. as listed within the following Table No. 4 herein:

2.2.7.1 Break Fixes and Installation. The Contractor shall provide on-call break/fix services, including emergency response to critical issues. Unless such work is covered by services otherwise described herein (i.e., a per/unit or per/month fee), such will be charged to the Agency pursuant to a reasonable and justified negotiated cost based on the fees proposed and awarded pertaining to Pricing Items No. 6-8.

2.2.7.2 Move, Add, Change. The Contractor must be able to assist with any changes to the location or configuration of any existing equipment or software, and installation of equipment or software where needed. Unless such work is covered by services otherwise described herein (i.e., a per/unit or per/month fee), such will be charged to the Agency pursuant to a reasonable and justified negotiated cost based on the fees proposed and awarded pertaining to Pricing Items No. 6-8.

2.2.10 Exclusions. The Agency acknowledges the following:

2.1.7.1 Unless agreed to by the Contractor, the Contractor will not perform electrical work external to the equipment and the equipment cords attached thereto.

2.1.7.2 The Contractor will not be responsible for, as a part of any firm-fixed fee, damage due to accident, abuse, failure of building systems, unless such is caused directly by the Contractor's actions.

2.1.7.3 The Agency will make additional payment to the Contractor for Agency-approved consumables utilized by the Contractor in performance of the work preapproved by the Agency.

2.1.7.4 Unless agreed to by the Contractor, the Agency will not be responsible for the labor cost of hardware installation when the Agency is upgrading more than 10% of its inventory at one time. This will be considered additional technical services.

2.2 Previous/Current Contractor(s). The Agency's IT Service is provided by NetCenergy.

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within the following Section 4.0 herein, consider factors other than just cost

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in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within Table No. 3 immediately following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENTS .
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the QUALITY of the TECHNICAL APPROACH and the SERVICES PROPOSED .
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the proposer’s demonstrated standards of professionalism and customer care, follow-through on jobs, reports, accuracy, and how the proposer proposes to respond when “things go wrong”).

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3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's DEMONSTRATED RELEVANT EXPERIENCE in performing similar work and SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
3.1.4.5		If appropriate, how the firm's staff are retained, screened, trained, and monitored.
3.1.4.6		The proposed quality assurance program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
3.1.4.8		A complete description of the products and services the firm provides.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided.
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).

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3.1.8	8	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Business Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	10	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.11		No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
3.1.12		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "comb-type;" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.

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3.2 Entry of Proposed Fees.

3.2.1 Pricing Items. Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; taxes; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

[Table No. 4]

(1) RFP Section	(2) Pricing Item No.	(3) Qty	(4) U/M	(5) Description	(6) Reference Section herein
3.2.2.1	1	00	Each	Computer/Printer Care: Firm-fixed monthly per/unit fee to maintain each of the Agency desktops, notebooks, and/or laptops. [NOTE: As listed within Attachment 9.0, attached hereto, and as detailed within the referenced Sections within Column No. (6) of this Table.]	2.1.1 2.1.2 3.3.5.1
3.2.2.2	2	00	Each	Server Care: Firm-fixed monthly per/unit fee to maintain each of the Agency desktops, notebooks, and/or laptops. [NOTE: As listed within Attachment 9.0, attached hereto, and as detailed within the referenced Sections within Column No. (6) of this Table.]	2.1.1 2.1.3 3.3.5.2
3.2.2.3	3	12	Months	Cloud Backup Services: Firm-fixed Monthly Fee to provide the related services and maintain all the related equipment [NOTE: As listed within Attachment 9.0, attached hereto, and as detailed within the referenced Sections within Column No. (6) of this Table.]	2.1.1 2.1.4 3.3.5.3

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3.2.2.4	4	12	Months	Network Infrastructure Services: Firm-fixed Monthly Fee to provide the related services and maintain the all the related equipment. [NOTE: As listed within Attachment 9.0, attached hereto, and as detailed within the referenced Sections within Column No. (6) of this Table.]	2.1.1 2.1.5 3.3.5.4
3.2.2.5	5	12	Months	Network Infrastructure Switches: Firm-fixed Monthly Fee to Provide the related services and maintain the all the related equipment. [NOTE: As listed within Attachment 9.0, attached hereto, and as detailed within the referenced Sections within Column No. (6) of this Table.]	2.1.1 2.1.5 3.3.5.5
3.2.2.6	6	100	Hours	Hourly Fee for Additional Technical Services for work not already provided for herein, as detailed within the referenced Sections within Column No. (6).	2.1.1 2.1.6 3.3.5.6
3.2.2.7	7	2K	Dollars	Consumable-type Supplies and Materials needed by the Contractor, with the prior approval of the Agency, most specifically to support services that ensue from award of services pertaining to Pricing Item No. 6, and as detailed within the referenced Sections within Column No. (6).	3.3.5.7
3.2.2.8	8	10	Trip Charge	Optional Trip Charge, as detailed within the referenced Sections within Column No. (6).	3.3.5.8

3.3 Additional Information Pertaining to the Pricing Items.

3.3.1 **Quantities.** All quantities entered by the Agency herein (especially within the preceding Table No. 4 herein) As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract most likely will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires.

3.3.2 **IMPORTANT NOTICE!!! Entry of Proposed Costs.** Proposers must submit, where provided a proposed cost for each and every Pricing Item detailed within the preceding Table No. 4 herein.

3.3.2.1 **Realistic Cost Proposed for each Pricing Item.** Each proposer is strongly encouraged to enter where provided a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters \$1.00 per hour for Pricing Item No. 9 (proposers typically do so in an effort to improve their position regarding Evaluation Factor No. 1, within the following Table No. 6 herein), then the \$1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for each Pricing Item. If, despite this warning, the successful proposer proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill his/her obligation in this matter.

3.2.2.2 **No Post-submittal Deadline Corrections Allowed.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for the Pricing Items identified within the preceding Table No. 4 herein.

3.3.2.3 **No Negotiation of Proposed Fees after the Submittal Deadline.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item

identified within the preceding Table No. 4 herein that the proposer chooses to submit a proposed cost for.

3.3.2.4 Review the Entry of Proposed Fees. The Agency strongly recommends that each proposer ensure that they have entered the proposed fees correctly and as the proposer intended to meet the requirements herein. The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to assign the points pertaining to Evaluation Factor No. 1 listed within the following Table No. 6 herein.

3.3.2.5 Determination of the Calculated Costs. The total sum of all the Pricing Line Items shall be the Total Calculated Cost that the Agency will utilize to determine the points awarded for Evaluation Factor No. 1 detailed within the following Table No. 7 herein.

3.3.2.6 Assumption. It shall be the Agency's assumption that the Contractor has based his/her proposed pricing for Pricing Items No. 1-5 and No. 8 upon the proposed rates submitted by the proposer for Pricing Items No. 6-7, and by submitting a proposal in response to this RFP, the Contractor automatically agrees that such is accurate). Accordingly, the Agency may use such assumption, if necessary, to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.

3.3.3 Potential Escalation of Rates. [NOTE: The requirements or allowances within this Section does not apply to Pricing Item No. 7.] At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of Rhode Island Prevailing Wage Rates ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

3.3.3.1 Notification must be received from the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.3.3.2 Right to Reject. As stated within the preceding Section 3.3.3 herein, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful proposer has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.2.1 Step No. 1. The successful proposer submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

3.3.3.2.2 Step No. 2. The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful proposer as to if the request is approved or rejected;

3.3.3.2.3 Step No. 3. If rejected and the successful proposer wishes to, as a result, cease providing the services to the Agency, the successful proposer has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

3.3.3.2.4 Step No. 4. The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful proposer (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful proposer, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.3.4 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in

excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM - 4:30 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:

3.3.4.1 The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

3.3.5 Further explanation pertaining to specific Pricing Items.

3.3.5.1 Computer/Printers Care (Pricing Item No. 1). The monthly fee proposed shall be all inclusive to provide the full services detailed within the preceding Section 3.2.2.1 of Table No. 4 herein, including the Sections referenced for this Pricing Item within Column (6) therein.

3.3.5.1.1 Any consumables utilized by the Contractor to provide these specific services must be pre-approved by the Agency and will be an additional charge to the Agency pursuant to the rate proposed and awarded for Pricing Item No. 7.

3.3.5.2 Server Care (Pricing Item No. 2). The monthly fee proposed shall be all inclusive to provide the full services detailed within the preceding Section 3.2.2.2 of Table No. 4 herein, including the Sections referenced for this Pricing Item within Column (6) therein.

3.3.5.2.1 Any consumables utilized by the Contractor to provide these specific services must be pre-approved by the Agency and will be an additional charge to the Agency pursuant to the rate proposed and awarded for Pricing Item No. 7.

3.3.5.3 Cloud Back-up Services (Pricing Item No. 3). The monthly fee proposed shall be all inclusive to provide the full services detailed within the preceding Section 3.2.2.3 of Table No. 4 herein, including the Sections referenced for this Pricing Item within Column (6) therein.

3.3.5.3.1 Any consumables utilized by the Contractor to provide these specific services must be pre-approved by the Agency and will be an additional charge to the Agency pursuant to the rate proposed and awarded for Pricing Item No. 7.

3.3.5.4 Network Infrastructure Services (Pricing Item No. 4). The monthly fee proposed shall be all inclusive to provide the full services detailed within the preceding Section 3.2.2.4 of Table No. 4 herein, including the Sections referenced for this Pricing Item within Column (6) therein.

3.3.5.4.1 Any consumables utilized by the Contractor to provide these specific services must be pre-approved by the Agency and will be an additional charge to the Agency pursuant to the rate proposed and awarded for Pricing Item No. 7.

3.3.5.5 Network Infrastructure Switch (Pricing Item No. 5). The monthly fee proposed shall be all inclusive to provide the full services detailed within the preceding Section 3.2.2.5 of Table No. 4 herein, including the Sections referenced for this Pricing Item within Column (6) therein.

3.3.5.5.1 Any consumables utilized by the Contractor to provide these specific services must be pre-approved by the Agency and will be an additional charge to the Agency pursuant to the rate proposed and awarded for Pricing Item No. 7.

3.3.5.6 Hourly Fee for Additional Technical Services (Pricing Item No. 7). The hourly fee proposed shall be all inclusive to provide work not already provided for herein, as ordered at the sole decision and discretion of the Agency, as detailed within the preceding Section 3.2.2.6 of Table No. 4 herein, including the Sections referenced for this Pricing Item within Column (6) therein.

3.3.5.6.1 Any consumables utilized by the Contractor to provide these specific services must be pre-approved by the Agency and will be an additional charge to the Agency pursuant to the rate proposed and awarded for Pricing Item No. 7.

3.3.5.7 Consumable-type Supplies/Materials (Pricing Item No. 8). Each proposer shall enter pricing for this Pricing Item where provided as a percentage over cost. For instance, if the proposer wishes to provide such items at cost, he/she shall

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enter "1.00" within the cost area for this item; if the proposer wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. Please note that this fee proposed shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the Agency site. Also, the Agency reserves the right to:

3.3.5.7.1 Require the Contractor to garner such needed supplies directly from the Agency; and/or

3.3.5.7.2 Procure directly from a supplier of the Agency's choosing any supplies/materials that the Contractor may require to provide the services.

3.3.5.7.3 In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from suppliers at a fair and reasonable "market rate" cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable ("deemed," meaning in the opinion of the Agency based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate-preceding Section 3.3.4.11.2).

3.3.5.7.4 Please note that the information within the following Section 3.3.5 herein does not apply to the supply rates identified within this Section 3.3.4.11; meaning, the "percentage of cost rate" proposed will remain set throughout the ensuing contract periods.

3.3.5.7.5 **Determination of the Lowest Calculated Cost.** After a proposer has entered where provided within his/her proposed unit costs for the Pricing Items, multiply the proposed unit costs by the listed quantities.

3.3.5.8 **Trip Charge (Optional Pricing Item No. 8).** The Contractor will not be typically paid for "windshield time" (i.e., travel time to get to the Agency work site and then return to the Contractor's home site); however, a quoter may choose to charge a trip charge to cover such "windshield time."

- 3.3.5.8.1 No Charge.** Pertaining to this Pricing Item, if a quoter chooses to enter a "No Charge" for such a trip charge, such means that, if awarded the contract, the quoter WILL NOT ever, during the term of the contract, receive payment for this service, though the quoter will provide such service at the request of the Agency at any time and at any quantity during the contract period as may be ordered by the Agency.
- 3.3.5.8.2 Trip Charge for an Estimate.** In any case, a Trip Charge to give an estimate will only be paid by the Agency if the Agency does not retain the Contractor to do the work (which means that if the Agency retains the Contractor to do the work listed within the estimate, the potential of the Trip Charge becomes moot).
- 3.3.5.8.3 Round Trip.** The trip charge shall be round-trip allowing the Contractor to get his/her crew to and from the Agency site that the work is to be performed at.
- 3.3.6 Prior Agency Approval Required.** Please note that the successful proposer shall NOT conduct any work or supply and product without the prior written authorization of the Agency representative (this "prior written authorization" may take the form of an email sent to the successful proposer by the Agency and acknowledged by return email by the successful proposer). Failure to abide by this directive shall release the Agency of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.
- 3.3.7 No Deposit/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual hours worked only. Pertaining to Pricing Items No. 6, the Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the "10-minute" or "15-minute" standard.
- 3.3.8 Prior Agency Approval Required.** Please note that the successful proposer shall NOT conduct any work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.

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- 3.4 Proposal Submission.** All “hard-copy” proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**The Central Falls Housing Authority
Bridgett M. Duquette, Executive Director
30 Washington Street
Central Falls, RI 02863**

- 3.4.1 Addressing the Sealed “Hard Copy” Proposal Submittal.** The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted, except as may otherwise be provided for herein.
- 3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. Each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 3.4.3 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 3.8 herein, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

3.5 Proposer’s Responsibilities – Contact with the Agency. It is the responsibility of each proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

3.5.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.6 Proposer’s Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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- 3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 3.6.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.
- 3.6.2.2 **Section 15.5.B, Goals.** [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our Agency Procurement Policy it states that our Agency will:

3.6.3.1 **Assistance to Small and Other Business, Required Efforts:**

- 3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

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- 3.6.3.1.2 Encourage their participation through direct solicitation of proposals whenever they are potential sources;
- 3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.6.3.1.6 Include in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 3.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 Requirements. Accordingly, please see Section 4.1.2 within Table No. 4 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

3.7 Pre-proposal Conference. None

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3.8 Recap of Attachments. It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

RFP Section	Document No.	Attachment	Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Form of Proposal
3.8.3	3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Explanation
3.8.6	6.0	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	<i>Supplemental Instructions To Proposers & Contractors (SIPC)</i>
3.8.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 3: HUD Form 52158 (04/2005), <i>Maintenance Wage Rate Determination</i>
3.8.8.4	8.4	G-4	Sample Contract Appendix No. 4: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.5	8.5	G-5	Sample Contract Appendix No. 5: Standard

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			Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.9	9.0	H	IT Equipment Listing
3.8.10	10.0	I	<i>Agency Profile of Properties</i>

4.0 PROPOSAL EVALUATION.

4.1 Evaluation Factors. The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 6]

(1) Factor No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
1	40 points	Objective	The PROPOSED COSTS submitted by the proposer.
2	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENT .
3	10 points	Subjective (Technical)	The QUALITY of the TECHNICAL APPROACH and the SERVICES PROPOSED .
4	10 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the proposer's demonstrated standards of professionalism and customer care, follow-through on jobs, reports, accuracy, and how the proposer proposes to respond when "things go wrong").
5	20 points	Subjective (Technical)	The proposer's DEMONSTRATED RELEVANT EXPERIENCE in performing similar work and SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	10 points	Subjective (Technical)	The OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points		Total Points (other than preference points)

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***NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.**

4.1.1 Preference Evaluation Factor. The following factors will be utilized by the CO to evaluate each proposal submittal received:

[Table No. 6a]

(1) Factor No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
7		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
7a	15 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
7b	13 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
7c	11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
7d	9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7e	7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
7f	5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

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7g	3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
7h	15 points		Maximum Available Preference Points (Additional)
	115 points	Total Possible Points	

4.2 Evaluation Method.

4.2.1 Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

4.2.2 Evaluation Packet. An evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1 Instructions to Evaluators;
- 4.2.2.2 Proposal Tabulation Form;
- 4.2.2.3 Written Narrative Form for each proposer;
- 4.2.2.4 Recap of each proposer’s responsiveness;
- 4.2.2.5 Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee. The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within the preceding Section 3.5 herein, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.2.4 Evaluation. The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, 5 and 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

4.2.4.1 Points Awarded Range. Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 7]

Points Awarded Range					
Classification*	Rating	%	10	20	100**
Acceptable	Excellent	95%/+	10	19-20	95-100
Acceptable	Very Good	90%/+	9	18	90-94
Potentially Acceptable	Good	80%/+	8	16-17	80-89
Potentially Acceptable	Average	70%/+	7	14-15	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.					
**Total available points to be awarded, including cost points, minus preference points.					

4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations. The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

4.2.6 Determination of Top-ranked Proposer. Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Agency Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

4.2.6.1 Minimum Evaluation Results. To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

4.2.6.2 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement

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Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

- 4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 4.2.7.1** Which proposer received the award;
 - 4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
 - 4.2.7.3** The cost or financial offers received from each proposer;
 - 4.2.7.4** Each proposer’s right to a debriefing and to protest.
- 4.2.8 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1 through G-6, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-6 each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Mandatory HUD Forms. Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.2 Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.2.3 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the

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Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 3 years with the option, at the Agency's discretion, of 2 additional one-year option periods, for a total maximum contract period of 5 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each claim, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
- 5.4.3 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
- 5.4.4 Automobile Insurance.** An original certificate showing the proposal's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.5 City/County/State Business License.** If applicable, a copy of the proposal's business license allowing that entity to provide such services in the State of Rhode Island.
- 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses,

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each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution)

- 5.5 **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer.
- 5.6 **Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.7 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

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