

ADDENDA NO. 2

For

Request for Proposals (RFP)

NBHA-19-109 COMPUTER SERVICES

PROFESSIONAL COMPUTER SERVICES

NEW BEDFORD HOUSING AUTHORITY



Tuesday May 21, 2019

This document serves as Addenda No.2 for the
Request for Proposals (RFP) for

NBHA-19-109 COMPUTER SERVICES

ADDENDA NO. 2

NBHA-19-109 COMPUTER SERVICES

This Addendum forms part of the RFP and modifies the original document.

Acknowledge the receipt of all addenda numbers issued on APPENDIX C: FORM FOR PRICE PROPOSAL - LINE "B".

Failure to do so may subject the proposal to disqualification.

The following changes and/or additions are to be made to the original Request for Proposal dated Wednesday May 6, 2019:

ADDENDA NO. 2:

PLEASE NOTE

- 1.) We have received numerous questions. Please see attached those questions and answers provided.**
- 2.) Edited - Instructions To Proposers.**
- 3.) Added - Appendix F: EEO Requirements.**

Be sure to acknowledge the receipt of all addenda numbers issued on APPENDIX C: FORM FOR PRICE PROPOSAL - LINE "B".

(End - Addenda No.2)

ADDENDA 2

Question Number, Section Reference, Page Ref, Question:

- 1.) **QUESTION:** Intro page, 1 of 1, In different places, RFP asks for 1 original proposal and 3, 4 or 5 copies. What is correct count on proposal copies needed, 3, 4 or 5?

ANSWER: Four (4) sets; One (1) original and Three (3) copies.

- 2.) **QUESTION:** Intro page, 1 of 1, This RFP is also listed on CommBuys. Can you confirm that submission is via sealed envelope only?

ANSWER: Yes, this RFP is also listed on CommBuys. I can confirm that submission shall be as follows ONLY.

PROPOSAL SUBMISSION PROCEDURE: All proposals must be submitted in accordance to the RFP proposal submission procedure requirements in order to be considered. Please note that if "APPENDIX C" the "Price" proposal is included in the same envelope as the "(Non-Price) Technical" proposal, the proposal may be automatically disqualified.

Proposals will be received at the New Bedford Housing Authority, Procurement Agent, 128 Union Street, 4TH Floor, New Bedford, Massachusetts 02740 **until Tuesday, May 28, 2019 at 2:00 p.m.** at which time they will be opened in accordance with MGL Chapter 30B, Section 6 (d). Proposals received after that date and time will be rejected. Proposals that do not meet the "Minimum Criteria" will not be considered.

NOTE: "APPENDIX C" the **PRICE** proposals must be kept entirely separate from **(NON-PRICE) Technical proposals. Failure to follow this instruction may result in rejection of the proposal.**

The price proposal and non-price proposal must be in two separate sealed envelopes and clearly marked on the outside of each indicating which envelope is the "PRICE PROPOSAL" and which is the "TECHNICAL (NON-PRICE) PROPOSAL".

One sealed envelope, containing four (4) sets; One (1) original and Three (3) copies (at least one of the copies should be unbound and photo copy ready) of each proposal shall be submitted as follows:

Price proposal must be submitted on the form "APPENDIX C - FORM FOR PRICE PROPOSAL" furnished and sealed in an envelope marked:

Proposal Envelope A - Prices
PROFESSIONAL COMPUTER SERVICES
Reference AUTHORITY 19-109
Bidder's Name _____

Prices must be submitted for each year of the contract. Proposals which do not provide complete pricing for each year will be considered non responsive and thrown out.

(Non-Price) Technical proposal shall be submitted on the form(s) furnished along with all required documentation and sealed in an envelope marked:

Proposal Envelope B - (Non-Price) Technical Proposal
PROFESSIONAL COMPUTER SERVICES
Reference AUTHORITY 19-109
Bidder's Name _____

- 3.) **QUESTION:** Intro page, 1 of 1, The RFP requests detailed and sensitive information about our company. Will NBHA sign a NDA (Non-Disclosure Agreement) prior to proposal submission?

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ANSWER: No, the New Bedford Housing Authority (NBHA) is a public agency. Therefore, the NBHA, with very few exceptions, is subject to public disclosure of its records in accordance with the Freedom of Information Act (FOIA) {5 USC 552}. Please do not submit any information in your proposal that you would not want disclosed in a FOIA request.

- 4.) **QUESTION:** Instructions, 1 of 15, Can you provide an estimate on the average number of IT Service hours you currently consume each month, excluding any projects?

ANSWER: Last year we only called/ emailed our current vendor 10 time excluding projects and disaster recovery incident. Estimated 2 hours a month.

- 5.) **QUESTION:** Instructions, 1 of 15, Can you provide an estimate on the number of service tickets that are opened each month?

ANSWER: MIS gets about 50 – 100 services calls a month , all are currently handled in house. Only able 5-6 a year are escalated to our current consultants.

- 6.) **QUESTION:** Instructions, 1 of 15, Is Continuum RMM and Webroot AV the only RMM and AV to be considered?

ANSWER: Open to changes.

- 7.) **QUESTION:** Instructions, 2 of 15, In different places, RFP suggests due time is 2am or 2 pm on 5/28. Can you confirm RFP is due on 5/28 at 2PM?

ANSWER: Proposals will be received at the New Bedford Housing Authority, Procurement Agent, 128 Union Street, 4TH Floor, New Bedford, Massachusetts 02740 **until Tuesday, May 28, 2019 at 2:00 p.m.** at which time they will be opened in accordance with MGL Chapter 30B, Section 6 (d). Proposals received after that date and time will be rejected.

Please disregard any reference to proposals being due at any other time.

- 8.) **QUESTION:** Instructions, 3 of 15, RFP asks for complete pricing for each year. Please clarify if pricing on Appendix C should be itemized per individual year or lumped into a 3 year total?

ANSWER: Your proposed contract price must include a 3-year total.

- 9.) **QUESTION:** Instructions, 4 of 15, Section K Scope of Service describes Current Environment, Value Added Services and then describes Proposal elements. The actual Scope appears to be listed in Section S, Subsection 2, Part M-4. Can you confirm that this description is to be taken as the Scope of Services to be included in proposal Base Bid price?

ANSWER: See new scope of work, current environment is the environment that awarded company will need knowledge in to provide sufficient coverage for but no Quantive pricing is necessary.

- 10.) **QUESTION:** Instructions, 4 of 15, In order to price Backup services for 2TB, RPO and RTO are major variables. What are the RPO and RTO objectives regarding NBHA backups? (i.e. What is the needed frequency of backups? What is the maximum amount of downtime allowable for backup recovery?)

ANSWER: Current server is backed up twice a Day 12:00pm and 5:00pm , due to our work schedule here 8:30am – 4:30pm we tried to minimize the loss of data with two full back up daily. RPO is set too 24 hours upon an outage and RTO is set to 24 hours.

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11.) **QUESTION:** Instructions, 4 of 15, Can you provide a list of all servers with total disk size, number of processors and amount of RAM for each server requiring backup?

ANSWER: List of Servers;

- 1.) Server PER730) NBHA-file2 sever
Processor: Xeon CPU e5-2620 v4 @2.10ghz (2 processors)
Installed memory (RAM) 128GB
System type 64-Bit
2TB
- 2.) Access control server
OptiPlex 9010
I5
8 GB ram
500GB

12.) **QUESTION:** Instructions, 4 of 15, Is 2TB the total retention size currently required for 1 year of backup retention, based upon your preferred backup frequency?

ANSWER: Yes, note our total back retention size is actual 2.5 TB

13.) **QUESTION:** Instructions, 4 of 15, Do you have any special archival backup requirements? (i.e. Preserving an archival backup from each week, month or year)

ANSWER: No special archival requirements : general Note: (all tenant files and emails from housing authority must be held for 7 years from date of final payment).

14.) **QUESTION:** Instructions, 4 of 15, Will NBHA consider alternate security training to Ataata?

ANSWER: We are open minded to anything that can benefit the users , Note: Ataata has provided us with positive feedback with our users and we do have a contract till end of year for their services.

15.) **QUESTION:** Instructions, 4 of 15, If contractor is to provide pricing that includes full responsibility of Disaster Recovery, can you provide details to assist with quantifying this requirement?

ANSWER: Company / Partner awarded the contract will be responsible for :

- Failure of email system (office 365)
- Failure of hyper -V server (File server)
- Network failures (ex. SonicWALL, Cisco switches)

16.) **QUESTION:** Instructions, 5 of 15, What is meant by "Formal evaluation of new hardware"?

ANSWER: NBHA is looking for a company / partner that can help provide us to next level of compliance , functionality , and adaptability in the future . With that said we would like a partner to help evaluate new hardware with us and provide evaluation or best business practice at implementing them as well.

17.) **QUESTION:** Instructions, 5 of 15, What is the scope of work for Penetration Testing?

ANSWER: see new scope of work

18.) **QUESTION:** Instructions, 5 of 15, Is the required reporting written, verbal, via customer portal access or all of the above?

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ANSWER: All of the above

19.) **QUESTION:** Instructions, 6 of 15, What standard stock items is NBHA looking to warehouse?

ANSWER: see new scope , disregard warehouse items

20.) **QUESTION:** Instructions, 6 of 15, IT equipment depreciates in value and becomes obsolete on a consistent basis. Will warehoused items be prepaid?

ANSWER: NBHA will not and cannot prepay for services or items not rendered

21.) **QUESTION:** Instructions, 6 of 15, In order to include pricing on Equipment Disposal and Destruction, vendors require weight and sizes of equipment set for disposal. Can NBHA provide additional quantifying details on this requirement?

ANSWER: Please disregard any question regarding Equipment Disposal and Destruction. This will not be included in the contract.

22.) **QUESTION:** Instructions, 7 of 15, Can you clarify what type of reporting capabilities you want detailed? Accounting? Technology inventory? Some other?

ANSWER: Reporting we receive now;

- A. Discovery Tasks
- B. Assessment Summary
- C. Domain: NBHA.local
 - (1.) Domain Controllers
 - (2.) FSMO Roles
 - (3.) Organizational Units
 - (4.) Group Policy Objects
 - (5.) Users
 - (6.) Service Accounts
 - (7.) Security Groups
 - (8.) Computers in Domain
 - (9.) Server Aging
 - (10.) Workstation Aging
 - (11.) Domain DNS
- D. Non A/D Devices
- E. Servers
 - (1.) MS SQL Servers
 - (2.) Web Servers
 - (3.) Time Servers
 - (4.) Exchange Servers
 - (5.) DHCP Servers
 - (6.) Hyper-V Servers
- F. Printers
- G. Network Shares
- H. Major Applications
- I. Endpoint Security and Backup
- J. Remote Listening Ports
- K. Internet Access
- L. External Speed Test
- M. Internet Domain
- N. External Security Vulnerabilities

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23.) **QUESTION:** Instructions, 7 of 15, Markups vary across technology categories. Will you accept ranges as far as markups?

ANSWER: No, we are seeking a firm fixed limit on the percentage any pass-through costs for software, equipment or materials will be marked-up under the contract.

24.) **QUESTION:** Instructions, 8 of 15, Section #3 under Scope of Services describes solutions and services without quantifying any items. How is pricing expected to be provided without any quantifying of these items?

ANSWER: No pricing expected , see new scope of services

25.) **QUESTION:** Instructions, 10 of 15, Discrepancy: 5 copies of Non-price proposal requested vs. 3 or 4 copies elsewhere in RFP. Which is correct?

ANSWER: Four (4) sets; One (1) original and Three (3) copies.

26.) **QUESTION:** Instructions, 10 of 15, Confirmation: Under Section Q, is reference to "Section 3 - EVALUATION OF PROPOSALS" actually Section S EVALUATION OF PROPOSALS?

ANSWER: The reference is to the "Table of Contents", "SECTION 3". This should read "SECTION 3: APPENDICES" not "SECTION 3 - EVALUATION OF PROPOSALS'.

27.) **QUESTION:** Instructions, 13 of 15, Where is the referenced section "Part 2 – PROPOSAL AND SUBMISSION REQUIREMENTS" located in RFP? Is this actually the MINIMUM EVALUATION CRITERIA?

ANSWER: Yes, the reference should be to Item "2. MINIMUM EVALUATION CRITERIA", not "Part 2 – PROPOSAL AND SUBMISSION REQUIREMENTS".

28.) **QUESTION:** Instructions, 13 of 15, Regarding imaging services for servers, are you interested in this from a backup and recovery standpoint, or from a templating a server standpoint?

ANSWER: We are interested in this as a backup and recovery standpoint for our current and future servers.

29.) **QUESTION:** Instructions, 13 of 15, Regarding spam filtering and email spooling, what services does NBHA currently have in place?

ANSWER: Right now we use the built in office 365 DKIM (note: current IT providers handle the back side of the current office 365 environment).

30.) **QUESTION:** Instructions, 13 of 15, Are you looking to maintain your current services and switch account management/ownership to the winning contractor, or implement new services?

ANSWER: The current contract will be expiring with our service provider. Therefore, public procurement laws require that a new request for competitive request for proposals (RFP) be issued at this time. With this new RFP, we want to maintain our current set of services but, we also wanted to take this opportunity to revise the scope of work slightly to account for some necessary changes needed for the next three-year contract period.

31.) **QUESTION:** Terms & Conditions, 1 of 6, Where is the referenced "Notice to Proposers" found?

ANSWER: This Request For Proposals – "NBHA-19-109" is the "Notice to Proposers".

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- 32.) **QUESTION:** Terms & Conditions, 1 of 6, Under "Guarantees", who determines if an item is actually defective?
- ANSWER:** The New Bedford Housing Authority.
- 33.) **QUESTION:** Terms & Conditions, 1 of 6, Under "Guarantees", what does it mean "The contractor will assume any additional cost accrued by the New Bedford Housing authority"?
- ANSWER:** It means exactly what is stated. We are expecting a one-year guarantee on defective/deficient parts/labor. Should the defective/deficient parts/labor lead to additional damages, then we would expect those costs be covered also.
- 34.) **QUESTION:** Terms & Conditions, 1 of 6, Is the referenced "Form for Quote" the same as Appendix C - Form for Price Proposal?
- ANSWER:** Yes, the terms are interchangeable.
- 35.) **QUESTION:** Terms & Conditions, 4 of 6, Will samples be required and what would they be?
- ANSWER:** We will not require any samples as part of this RFP.
- 36.) **QUESTION:** Terms & Conditions, 5 of 6, Under Extension of Contract, will extensions be expected at the same price that was proposed for previous 3 years?
- ANSWER:** The total dollar value of the contract cannot be increased over the course of the three-year contract by more than 25%. If any changes occur over the course of the three-year contract period it would only be through the use of firm fixed time & materials mark-up pricing submitted with your proposal. The contract period will not be extended.
- 37.) **QUESTION:** Terms & Conditions, 6 of 6, Can you provide more detail on NBHA testing of materials, and will test plans be supplied?
- ANSWER:** We do not have any specific materials testing required at this time.
- 38.) **QUESTION:** HUD Form 5370-C, 1 of 6, Is access to the contractor's books, documents, papers and records for 3 years after final payment a non-negotiable requirement to win this bid?
- ANSWER:** This is a federal HUD regulation and cannot be waived. There will be no negotiation about this requirement. In addition, the Commonwealth of Massachusetts requires us to maintain all records for six years from the date of final payment under the contract.
- 39.) **QUESTION:** Technical Proposal (Appendix A), 1 of 1, What type of financial references are being requested? Lending references, personal, other?
- ANSWER:** Provide the name, address, and telephone number of at least two financial references who can be contacted regarding the financial stability of the person or firm who is submitting a proposal.
- 40.) **QUESTION:** Technical Proposal (Appendix A), 1 of 1, Discrepancy: 4 copies of Non-price proposal requested vs. 3 or 5 copies elsewhere in RFP. Which is correct?
- ANSWER:** Four (4) sets; One (1) original and Three (3) copies.
- 41.) **QUESTION:** Contractor Certification Compliance (Appendix F), 1 of 1, Where is referenced "Attachment A" found? (Appendix F: 2nd to last paragraph, last line)

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ANSWER: Please refer to the attached document entitled "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS". This document was inadvertently omitted from the RFP. These certification statements are typical of all federally funded construction contracts. However, the basic standards of Executive Order 11246, do apply to all federally funded contracts. Therefore, you are required to provide your best effort in completing Appendix F: Form For; **Contractor / Subcontractor Certification of Compliance (with) The President's Executive Order 11246.**

- 42.) **QUESTION:** Requested 24/7 help desk services but mentioned later in the RFP all day to day requests will go through IT Director – Do you want help desk included in monthly cost or separate on an as needed basis?

ANSWER: help desk should be incorporated in the RFP as a monthly cost.

- 43.) **QUESTION:** P. 8, L. 2d: ratings – Could you please clarify the ratings request? Is there a specific partner rating or awards you are looking for?

ANSWER: Rating request has been changed , please review.

- 44.) **QUESTION:** T&C section, 27.6 – Are these markups for hardware/software only or services included? Can you please clarify.

ANSWER: Mark-ups are for materials or "goods" (hardware/software) only, not services. An hourly rate is requested for anything that will be billed at an hourly rate. See also "Form For Price Proposal" where these rates should be included in your proposed contract price.

- 45.) **QUESTION:** P.8, 5a – Can you please clarify on the ratio you are looking for? Do you want to know skill level or certifications? What metrics are you looking to reference (i.e. engineers to clients?)

ANSWER: Review new rating system, we are looking for a well rounded team with a minimum of one dedicated engineer for NBHA

- 46.) **QUESTION:** Pricing; There is a section titled Financials, it is asking us to describe price models, and charges associated with a list of items, but it is also stated that any discussion of cost in the Non-Price proposal is forbidden. Should we address all these costs in the Price proposal, even though the form Appendix C does not have a place to list all the items, in the financial section? Also, we noticed that the Value Added Service requirement of "Security" was not asked for in the finance section.

ANSWER: All costs associated with the contract must be included on the "Form For Price Proposal". The routine primary functions will be included in the BASE BID price and will be allowed to be billed as frequently as the successful proposer chooses. All additional charges will be billed as time and materials.

- 47.) **QUESTION:** Pricing; The Pricing page asks for a Base Bid contract price - is this being asked to be represented as an amount per month, per year or for the entire 3 year contract?

ANSWER: The entire 3 year term of the contract. The successful proposer will be asked to provide a breakdown, or schedule of values, upon notice of contract award.

- 48.) **QUESTION:** End-User; There is a reference to providing 'dedicated on-site End User Services' options. Can you provide some details- are you requesting a certain number of on-site tech hours per week? If so, please specify how many?

ANSWER: This is optional and can be a added cost , not necessary for bid but a cost option can be provided.

- 49.) **QUESTION:** End-User; How many end-users need to be supported by helpdesk?

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ANSWER: 80 end users

- 50.) **QUESTION:** End-User; There is a reference to supporting a ticketing system- is this something that is already in place and needs to be managed, if so- what is this system? If you are requesting the chosen vendor to provide this- please indicate how many people at NBHA will need access it?

ANSWER: there is no ticket or help desk feature at the housing authority , looking to incorporate one/ use one with partner.

- 51.) **QUESTION:** Network; Current environment section lists 18+ SonicWALLs and 7 cisco switches- the next page lists 20 total 2 layer switches- what is the total number of switches you are looking to have managed?

ANSWER: we are looking to cover our entire network , present and future designs: current total is 20 layer switches , 7 are cisco managed layer 2 switches, 13 are d link unmanaged switches , and we have one cisco catalyst system at our main site. 21 total switches, 18 + SonicWall (due to we have few being installed in following months). Our future goal is to have a network management system here that we could manage and map from the main site.(example: cisco findit tool) .

- 52.) **QUESTION:** Backup & DR; 1 server and 2.5 TB are listed as the need for back up- but we also see 2 additional servers (SEQL 2008/2012) shown as back up. What are the total number of servers and TB of data that need to be backed up?

ANSWER: yes this was a mistake , 1 server is 2 TB and a small access control server was added recently 500 Gb back up , total servers are now two to be backed up.

- 53.) **QUESTION:** Warranty Break Fix- is coverage for the environment requested for break/fix needed? provide detail of equipment to be covered and the SLA requested.

ANSWER: Any devices , solution , or hardware provided by your company during the remainder of the contract will be warranty and fixed by your company ... this will also cover our server and any changes done to sever by you team such as and not limited to patches , hardware, software , updates or relocation of equipment.

- 54.) **QUESTION:** PC deployment, imaging, configuration, testing, moves, adds, changes- looking for this to be all included in bid? If so for how many? if not- do you want a per move price?

ANSWER: PC deployment and configuration have been removed from the bid, moves, testing will be a on call charge subject amount may vary , does not need to be priced on bid but ability to handle or accomplish the task should be acknowledged

- 55.) **QUESTION:** Equipment disposal & destruction- price to include this, if so how many? otherwise do you want a per device price?

ANSWER: Please disregard any reference to disposal & destruction of equipment. This is not in the contract.

INSTRUCTIONS TO PROPOSERS

Professional Computer Services

SECTION 1:

The New Bedford Housing Authority, the awarding authority, invites sealed proposals from qualified Contractors to provide **PROFESSIONAL COMPUTER SERVICES** including Information Technology (IT) and Disaster Recovery Support. The term of the contract is for a three (3) year period.

The New Bedford Housing Authority is seeking a qualified person or firm to provide services that include but are not limited to; anti-virus software, patch management, routine maintenance & server monitoring, on and off-site data backup, disaster recovery and responding to related problems as needed. The selected vendor must have extensive experience in providing services of similar size and scope.

A. INTRODUCTION: New Bedford Housing Authority (Housing Authority) currently uses an IT management company to assist in our IT infrastructure, server backups, patch management, disaster recovery support (hardware and data) and various other third-party application. It is our desire to consolidate this management under one agreement with a qualified firm to support the entire IT environment when the Housing Authority's IT director is unavailable. We also are looking for this firm to act as a neutral consultant for all future projects to assist our goal of consolidation, upgrading and exploring new technology as well as providing the following services;

- ❖ Network support (ex. SonicWALL's, Cisco products, and Ubiquity),
- ❖ Network design (ex. Port forwarding, future infrastructure planning, DNS setup, and NTP servers),
- ❖ Email support / pricing (office 365),
- ❖ Infrastructure Support,
- ❖ Network Security,
- ❖ Disaster Recovery,
- ❖ On Site and Remote Client Service,
- ❖ 24/7 System Monitoring and Maintenance,
- ❖ 24/7 Help Desk Support (90-minute response time),
- ❖ Third Party Vendor Management (ex. Microsoft Office 365, Continuum, and Webroot),
- ❖ Dedicated On-Site End User Services options,
- ❖ IT Service Management Discipline,
- ❖ IT Document management and best practices recommendations.

The successful proposer will be required to provide complete the outlined services to the Housing Authority as described in this document, must first meet all minimum criteria and must submit a completed proposal. The selected vendor must have demonstrated qualifications and extensive experience in providing similar services.

B. OBTAINING A COPY: The RFP will be available for pick-up at New Bedford Housing Authority, Procurement Office, 128 Union Street, 4TH Floor, New Bedford, Massachusetts 02740 during regular business hours of 8:30am and 4:30pm, Monday through Friday excluding Massachusetts holidays (or any other office closure) beginning Monday May 6, 2019. Bidders may obtain all Bid Documents free of charge by sending a request and contact information to; ***james.costa@nbha-ma.org***.

INSTRUCTIONS TO PROPOSERS

Professional Computer Services

- C. PRE-BID WALKTHROUGH:** A pre-bid WALKTHROUGH to view the project is scheduled for Thursday May 16, 2019 starting at 10:00 a.m. from New Bedford Housing Authority, Information Technology Department, 128 Union Street, 4TH Floor, New Bedford, Massachusetts 02740.
- D. RECEIPT OF PROPOSALS: The receipt of proposals date has been extended.** All proposals must be submitted in accordance to the RFP submission requirements in order to be considered. Proposals will be received **until 2:00 p.m. on Tuesday June 18, 2019**. Proposals must be delivered to: New Bedford Housing Authority, Procurement Agent, 128 Union Street, 4TH Floor, New Bedford, Massachusetts 02740 and received no later than the date & time specified above. The price proposal and non-price proposal must be in two separate sealed envelopes and clearly marked "RFP: NBHA-19-109- PROFESSIONAL COMPUTER SERVICES" on the outside of each indicating which envelope is the "PRICE PROPOSAL" and which is the "NON-PRICE PROPOSAL".
- E. SELECTION PROCESS:** The Housing Authority will award the contract to the person offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. The Board of Commissioners of the New Bedford Housing Authority is authorized to execute a contract in connection therewith.

Procedures under this invitation require separate and confidential submission of a technical (non-price) proposal. Technical proposals will be evaluated without knowledge of prices by a committee appointed by the Authority. The Authority will determine the most advantageous proposal after taking into consideration the evaluation of technical proposals made by the committee together with a consideration of prices. The Authority will select for contract award the responsive and responsible service provider submitting the most advantageous proposal, taking into consideration the service provider's experience, capacity to handle the work, references and plan of services as well as the proposal price.

All proposals are subject to the provisions of M.G.L. c.30B §6 and U.S. Dept. of H.U.D. 7460.8 REV2 and 2 CFR Part 200 §§ 200.317–200.326 each where applicable. The Authority reserves the right to waive any informalities or irregularities in any or all quotes, or to reject any or all quotes, in whole or in part, if it be in the public interest to do so.

F. KEY DATES FOR THIS REQUEST FOR PROPOSALS:

- RFP Issued..... **Monday, May 6, 2019**
- Walkthrough..... **Thursday May 16, 2019 at 10:00 a.m.**
- Deadline for submitting questions on RFP..... **Monday, June 10, 2019 at 2:00 p.m.**
- Proposals due; screening and Evaluation process begins.. **Tuesday, June 18, 2019 at 2:00 p.m.**
- Anticipated Contract Award..... **Monday, July 1, 2019**
- Services commence..... **Monday, July 1, 2019**

- G. PROPOSAL SUBMISSION PROCEDURE:** All proposals must be submitted in accordance to the RFP proposal submission procedure requirements in order to be considered. Please note that if "APPENDIX C" the "Price" proposal is included in the same envelope as the "(Non-Price) Technical" proposal, the proposal may be automatically disqualified.

Proposals will be received at the New Bedford Housing Authority, Procurement Agent, 128 Union Street, 4TH Floor, New Bedford, Massachusetts 02740 **until Tuesday, June 18, 2019 at 2:00 a.m.** at which time they will be opened in accordance with MGL Chapter 30B, Section 6 (d). Proposals received after that date and time will be rejected. Proposals that do not meet the "Minimum Criteria" will not be considered.

NOTE: "APPENDIX C" the PRICE proposals must be kept entirely separate from (NON-PRICE) Technical proposals. Failure to follow this instruction may result in rejection of the proposal.

INSTRUCTIONS TO PROPOSERS

Professional Computer Services

The price proposal and non-price proposal must be in two separate sealed envelopes and clearly marked on the outside of each indicating which envelope is the "**PRICE PROPOSAL**" and which is the "**TECHNICAL (NON-PRICE) PROPOSAL**".

One sealed envelope, containing four (4) sets; One (1) original and Three (3) copies (at least one of the copies should be unbound and photo copy ready) of each proposal shall be submitted as follows:

Price proposal must be submitted on the form "APPENDIX C - FORM FOR PRICE PROPOSAL" furnished and sealed in an envelope marked:

Proposal Envelope A - Prices

PROFESSIONAL COMPUTER SERVICES

Reference AUTHORITY 19-109

Bidder's Name _____

Prices must be submitted for each year of the contract. Proposals which do not provide complete pricing for each year will be considered non responsive and thrown out.

(Non-Price) Technical proposal shall be submitted on the form(s) furnished along with all required documentation and sealed in an envelope marked:

Proposal Envelope B - (Non-Price) Technical Proposal

PROFESSIONAL COMPUTER SERVICES

Reference AUTHORITY 19-109

Bidder's Name _____

- H. QUESTIONS:** Questions concerning this Request for Proposals are to be submitted in writing and directed to James F. Costa, Procurement Agent, 128 Union Street, 4TH Floor, New Bedford, Massachusetts 02740, telephone 508-997-4824, facsimile 508-961-3081, e-mail *james.costa@nbhama.org*.

The deadline for submitting a question concerning this Request for Proposals is Monday, June 10, 2019 at 2:00 p.m. Answers will be sent, via addenda, to all vendors who received an RFP from the Procurement Agent.

- I. ENTIRE AGREEMENT:** The Owner-Contractor Agreement is governed by the laws of the Commonwealth of Massachusetts. The Owner-Contractor Agreement, in addition to the RFP and the response to the RFP by the Contractor, constitutes the entire Agreement for **PROFESSIONAL COMPUTER SERVICES** for all current equipment as of the signing of the Agreement.

- J. CONTRACT PERIOD:** The term of this contract is three (3) years.

The anticipated contract period is from July 1, 2019 through June 30, 2022.

- K. SCOPE OF SERVICES:**

1. The Authority is seeking proposals from qualified persons or firms to contract for Professional Computer Services. Contractors are invited to submit a proposal which includes an outline of their experience and qualifications in performing work directly related to the services required.
2. The Contractor shall provide the following services in conformity with all applicable laws and professional standards on **two (2) servers** owned by the Authority.
3. The Authority is seeking the service of a qualified outsourced IT & disaster recovery server engineer to monitor and maintain the servers.

INSTRUCTIONS TO PROPOSERS

Professional Computer Services

4. The Contractor shall develop and manage the Authority computer back up and disaster recovery plan so as to ensure the Authority's database is protected and properly maintained.
5. The work of the **BASE BID**, and included the contractor's proposed contract price (Use line C – 1 on the Form For Price Proposal), is as follows;
 - a. Anti-Virus/Anti-Malware solutions on all workstations and servers.
 - b. Automatic updating and upgrading of provided anti-virus software and anti-malware.
 - c. Maintenance and 24/7 monitoring, including window and third-party applications (adobe Flash, Adobe Reader , IE, Java, Etc.) patches, hotfixes and updates on all servers.
 - d. Maintenance and 24/7 monitoring, including window and third-party applications (adobe Flash, Adobe Reader, IE, Java, Etc....) patches, hotfixes and updates on all Desktops.
 - e. Onsite imaging services and 15 minute incremental "snapshots" of all servers on NAS redundant server or comparable unit.
 - f. Offsite imaged based backups of data up to 2TB, with daily screen shots verification and 24/7 monitoring of data.
 - g. Weekly backup checks for both onsite and offsite data backup.
 - h. Periodic restore backup checks for both onsite and offsite data backup.
 - i. Customized Spam filtering and email spooling service for a minimum of **100** mailboxes,
 - j. Provide Anti-Virus/Anti-Spyware/Anti-Malware for a minimum of **100** Workstations. No other services are required on the workstations.
 - k. Be available to provide remote support for all server and desktop issues as needed.
 - l. Provide a Remote connection tool For NBHA for trouble shooting and resolving issues remotely.
 - m. Provide updates and patches on the workstations - managing and monitoring workstations is required for windows updates, patches and (Java, Adobe Reader, Adobe Flash, Etc.) security updates.
 - n. Remote backup. Executing a daily backup plan for the critical servers, including a regularly-tested recovery process.
 - o. Network and email system monitoring – 24/7 monitoring of New Bedford Housing Authority's network and email services with proactive communication and escalation protocols based on the severity of any unscheduled outages.
 - p. Technical support – Ability to support New Bedford Housing Authority's inquiries as required, via help desk, including support for remote users.
 - q. Reporting and communication – Ensuring monthly reporting on all purchases, assets, current activities and issues, and project status reports.

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- r. Image development and management services – Assistance in planning and designing standard images.
 - s. Software licensing control – Oversight of automatic renewal of software applications and maintenance of appropriate documentation.
6. The work not included in the base bid price, but included the contractor's proposed contract **UNIT PRICES** for **NON-COVERED PROJECTS** (Use lines C – 2, C – 3, and C – 4, on the Form for Price Proposal), are as follows;
- a. Labor to replace, upgrade servers, and implementation of new software.
 - b. Provide labor to provide remote based service calls, with a minimum of 90-minute response time, for server and desktop related emergencies.
 - c. Provide maintenance and support for Sonic/Firewalls and VPN (hub and spoke configuration).
 - d. Provide server documentation and , asset management reporting on all Servers , PCs, Software and Executive reports.
 - e. Provide training when implementing new software, equipment or cloud-based systems to users of NBHA.
 - f. Security – Provide network and data security at all levels of the IT infrastructure, including penetration testing compliant with HIPAA, PCI, C.F.R 42 Part 2, and M.G.L. CH93H security standards.
 - g. Technology strategy planning – Working with current IT staff to develop a long-term strategic technology plan. The plan will take advantage of new and existing technologies to produce a pragmatic and effective future roadmap that enables the organization to fulfill its overall mandate in the community.
 - h. Solution design – Solution packages (e.g., hardware, software, licensing) and associated consolidation of data.
 - i. Move, Add, Change (MAC) – Changes to the location or configuration of existing equipment or software, and installation of additional equipment or software.
 - j. Contractor warranty break fixes and installation – Planned and on-call services, including emergency 24/7 response to server issues.
 - k. IT policy review and development – Co-development of customized policies related to the use of technology.
 - l. Unit evaluation and testing – Formal evaluation of new hardware.
 - m. Implementation planning and guidance – Assistance in deployment planning and execution.
 - n. Image loading – Prior to delivery and installation.
 - o. Configuration – Full assembly of hardware and software, including testing and burn-in.
 - p. Asset inventory management – Tagging, tracking, and management of warehousing and inventory.

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- q. Life cycle management of hardware units – Process for end-of-life notification, replacement, and asset decommissioning/disposal.
- 7. **WORK PRODUCT – Monthly Reports:** The Contractor will provide monthly activity reports with appropriate recommendations with the monthly invoice for services.
- 8. **WORK PRODUCT – Semi-Annual Reports:** The Contractor will semi-annually, in December and June, submit a comprehensive report to the Executive Director of the Authority providing:
 - a. Recommendations for system improvements for servers.
 - b. Other information or recommendations deemed appropriate by the Contractor.
- 9. The Contractor shall be available to provide on-site, or telephone computer administration and trouble-shooting services on the servers within one and a half 90 minutes of a request for service during regular weekday business hours. Regular business hours are Monday through Friday 8:30 a.m. through 4:30 p.m. excluding weekends and recognized State holidays.
 - a. The Contractor shall be available to do necessary computer administration and trouble-shooting work on the servers of the Housing Authority, after normal business hours and on weekends as required. (It is understood that a three (3) hour minimum, plus “service outside of normal hours” fees and “non-covered projects” fees will apply).
 - b. The Contractor shall be available to provide technical assistance and computer network management services on the servers, as needed for the Housing Authority.
 - c. The Contractor shall be required to work on all servers. The following are the specs for our **two (2) servers**:
 - 1.) Server PER730) NBHA-file2 sever
Processor: Xeon CPU e5-2620 v4 @2.10ghz (2 processors)
Installed memory (RAM) 128GB
System type 64-Bit
2TB
 - 2.) Access control server
OptiPlex 9010
I5
8 GB ram
500GB

9. ADDITIONAL CONSIDERATIONS

- a. **Non-Covered Projects:** On “APPENDIX C - Form for Price Proposal” submit the proposed rate the Contractor proposes for all project services not covered by the Proposed BASE BID Contract Price. Projects are defined as any work performed on any NEW (not pre-existing) equipment or NEW versions (not pre-existing) of software. Projects must receive approval from the Housing Authority before work is performed.
- b. **Support:** The Contractor will respond during regular business hours to the Authority's emergency calls within 90 minutes and with best effort after hours or on holidays.
- c. **Service outside Normal Working Hours:** On “APPENDIX C - Form For Price Proposal” submit the proposed rate the Contractor proposes for all services performed outside normal working hours and not covered by the Proposed Contract Price. Emergency services are defined as any work performed outside of the hours of 8:30 am – 4:30 pm Monday through

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Friday, excluding public holidays. Service performed outside of Normal Working Hours must receive approval from the Authority before work is performed.

- d. **Privacy Clause:** At no time shall any information regarding the Authority's business, computer data or any other information be shared without prior written approval between the Authority and the Contractor. The Contractor shall respect the Authority's privacy at all times.
- e. **Additional Maintenance Services Hardware/System Support:** The Contractor will provide support for all hardware and systems that exist on the **two (2) servers** for the Authority's network provided that all Hardware is covered under a currently active vendor support contract; or replaceable parts are readily available, and all software is genuine, currently licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, they may be billable at the Non-Covered Projects Labor Rate. Should 3rd party vendor support charges be required in order to resolve any issues, these may be passed on to the Authority after first receiving prior approval from the Authority to incur them.
- f. **Virus Recovery for Current, Licensed Anti-Virus Protected Systems:** Damages caused by, and recovery from, virus infection not detected and quarantined by the latest anti-virus definitions shall be covered by the Owner-Contractor Agreement. It is acknowledged that this service is limited to those systems (servers and workstations) protected with a currently licensed, vendor-supported anti-virus solution. Please Note: It is understood that even with the best AV solution and PCs having all the appropriate software updates there is no way to ensure 100% that viruses will not occur. We understand that no anti-virus is fool-proof and viruses may occur. In regard to workstations being infected the NBHA Network Administrator will use tools available to rectify the situation. It would be the responsibility of the Server Engineer to rectify the situation on the servers using all reasonable resources.
- g. **Monitoring Services:** The Contractor will provide ongoing monitoring and security services of all servers. The Contractor will provide monthly reports as well as document critical alerts, scans and event resolutions to the Authority. Should a problem be discovered during monitoring, the Contractor shall make every attempt to rectify the condition in a timely manner through remote means. We expect that if an issue arises and requires an onsite visit that the Contractor will coordinate it with NBHA Network Administrator. The Owner must be notified immediately if any issues arise that would cause any downtime.
- h. **Excluded Services:** It shall be mutually agreed upon that services rendered under the Owner-Contractor Agreement does not include:
 - (1) Parts, equipment or software not covered by vendor / manufacturer warranty or support.
 - (2) The cost of any parts, equipment, or shipping charges of any kind.
 - (3) The cost of any software, licensing, or software renewal or upgrade fees of any kind.
 - (4) The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
 - (5) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
 - (6) Service and repair made necessary by the alteration or modification of equipment other than that authorized by the Contractor, including alterations, software installations or modifications of equipment made by Housing Authority's employees or anyone other than the Contractor. Programming (modification of software code) and program (software) maintenance unless as specified.

L. PROPOSED PLAN OF SERVICES

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Unless otherwise excluded from the work, please include with your proposal a **Plan of Services** that incorporates all of the work listed in this RFP including the "SCOPE OF SERVICES" as well as any "ADDITIONAL CONSIDERATIONS". Please also include with your proposal a proposed Plan of Services that incorporates the following elements:

1. **REQUIREMENTS:** Our specific requirements are to implement services that incorporate the elements included in the Scope of Services.
2. **BUSINESS PROFILE:** Please provide answers or attach information on the following:
 - a. Describe your organization's business structure.
 - b. State the number of years your organization has provided these services.
 - c. List special Training, Accreditations or Awards your organization has received.
 - d. State the ratings your organization has received.
 - e. Provide current Annual Report.
 - f. Provide your organization's Privacy Statement.
 - g. Provide copies of standard service and maintenance contracts and agreements.
3. **SYSTEMS TECHNOLOGY:** Please provide answers or attach information on the following:
 - a. Describe the IT infrastructure standards to which your services conform.
 - b. Describe your services security features and protocols.
4. **DISASTER RECOVERY:** Please provide answers or attach information on the following:
 - a. Describe your disaster recovery/business continuity plan and procedures for adequately addressing the risk of adverse events and unexpected interruption of our business operations.
 - b. Explain how your organization will ensure the availability of data during disaster recovery.
5. **SERVICE AND SUPPORT:** Please provide answers or attach information on the following:
 - a. Provide your client to service representative ratio.
 - b. Describe your organization's service and processing structure and list where our service & processing centers would be located.
 - c. Describe the service structure (e.g. team or dedicated representative) and explain how service calls are routed.
 - d. Service Center Staff Training.
 - e. Describe how you measure client satisfaction.
 - f. Describe your implementation services.

M. PROPOSAL EVALUATION

1. The awarding authority will consider only responsive proposals for a contract award. A responsive proposal is a proposal that complies with all requirements of this Request for Proposals (RFP).
2. Each responsive proposal from a responsible contractor will be evaluated solely according to the criteria set forth in the, "**Evaluation of Proposals**" section of this RFP. Each non-price proposal will be assigned a rating of; **highly advantageous, advantageous, not advantageous, or unacceptable** with respect to each criterion, and the reasons for each rating will be set forth in writing. A composite rating for each non-price proposal will be set forth in writing, along with the reasons for the rating. The evaluation committee will determine the most advantageous proposal from a responsible and responsive Offeror, taking into consideration the non-price proposal ratings and proposal price. If the contract is awarded to an Offeror that did not submit the lowest price, the evaluation committee will set forth a written explanation of the reasons for the award.

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3. The awarding authority reserves the right to cancel this procurement at any time before a contract is executed and approved, in which event will reject all proposals received in response to this RFP.

N. CONTRACT AWARD

1. Award means both the determination and selection of the most advantageous Offeror, by vote of the New Bedford Housing Authority Board of Commissioners.
2. The Authority will award the contract to the most advantageous Offeror within thirty (30) days Saturdays, Sundays, and legal holidays excluded the deadline for receiving proposals, unless the time for contract award is extended by mutual agreement between the awarding authority and the selected Offeror. The submission of a proposal constitutes a promise by the Offeror that its offer will remain in effect for at least 60 days after Notice of Award.
3. The Housing Authority reserves the right to waive any informality in or to reject any or all proposals if it is in the public interest to do so.
4. As used herein, the term "most advantageous Offeror" shall mean the Offeror whose proposal is most advantageous to the Housing Authority and who demonstrably possesses the skill, ability and integrity necessary for the faithful performance of the work, and who meets the requirements for Offerors.

O. CERTIFICATIONS: The prospective Contractor shall submit, along with the required Minimum Criteria, the following Forms and any requested back-up to responses requested with the Non-Price Proposal - FORMS ARE ATTACHED;

- ✓ *(HUD Form-5369-C) Certifications and Representations of Offerors for Non-Construction Contracts*
- ✓ *APPENDIX A: Form for – Technical (Non-Price) Proposal*
- ✓ *APPENDIX B: Form for – Technical (Non-Price) Proposal SIGNATURE FORM*
- ✓ *APPENDIX D: Form for - NON-COLLUSIVE AFFIDAVIT*
- ✓ *APPENDIX E: Form for - CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY*
- ✓ *APPENDIX F: Form for - CONTRACTOR CERTIFICATION OF COMPLIANCE (THE PRESIDENT'S EXECUTIVE ORDER 11246)*
- ✓ *APPENDIX G: Form for - REVENUE ENFORCEMENT AND PROTECTION (REAP) CERTIFICATION*
- ✓ *APPENDIX H: Form for - CORPORATE IDENTIFICATION*
- ✓ *APPENDIX I: Form for – REFERENCES*

P. PRICE PROPOSAL

1. Provide (1) copy of the Price Proposal in a sealed envelope. The Price Proposal shall be submitted on the **Form for Price Proposal** appended to this RFP as "**APPENDIX C**". **No other form shall be acceptable.** The price shall consist of a firm, fixed price that includes the furnishing of all materials, services, labor, performance and payment bonds, insurance, and other costs incurred in the performance of the scope of work and plan for services of the contract, signed by an individual

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authorized to bind the Offeror contractually. In the event that there is a discrepancy between the price amount written in words and numbers the price set forth in words shall govern.

2. **Price Proposals** shall be enclosed in a sealed envelope with the following plainly marked on the outside:

“Price Proposal” for:

- **New Bedford Housing Authority and RFP Number AUTHORITY-19-109**
- **Offeror's Name, Business Address, and Phone Number**

3. Any reference in the non-price proposal to **price** or pricing will be cause for the entire proposal to be thrown out.

Q. NON-PRICE PROPOSALS

1. Provide five (5) copies of all Non-Price Proposals in a sealed envelope (or sealed box or container). Non-Price Proposals submission must consist of the following documents. See also – “Scope of Work”, “REQUIRED ELEMENTS OF A PROPOSAL PACKAGE” and “SECTION 3 - EVALUATION OF PROPOSALS”

A. Letter of transmittal; Provide a signed Letter of Transmittal on the Offerors’ letterhead by an individual authorized to bind the Offeror contractually, certifying that the Offeror will, if accepted for a contract award, in accordance with the terms of this proposal execute and submit within five (5) working days of the notice of award executed contracts and related forms.

B. Form for Non-Price Proposal appended to this RFP as “APPENDIX A”; Attach and include any and all pertinent responses for the information requested on this form to this form.

2. **Non-Price Proposals** shall be enclosed in a sealed envelope (or sealed box or container) with the following plainly marked on the outside:

“Non-Price Proposal” for:

- **New Bedford Housing Authority and RFP Number AUTHORITY-19-109**
- **Offeror's Name, Business Address, and Phone Number**

3. Any reference in the non-price proposal to **price** or pricing will be cause for the entire proposal to be thrown out.

R. REQUIRED ELEMENTS OF A PROPOSAL PACKAGE

The Contractor shall submit complete and appropriate documentation of all professionals, firms, and subcontractors who will work on performing services delineated in the Scope of Services and the principal firm in general.

1. **References:** Provide references to allow an evaluation of the special skills, relevant expertise, the quality of past performance in comparable projects, and the ability to perform assigned tasks in a timely and accurate manner, including all relevant subcontractors, principals, and the project manager. Provide a minimum of three (3) relevant references for both the key professionals involved and the principal firm involved with the delivery of the agreed upon services, and also, for

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all subcontractors to be used, if any, including; project name and location, municipality, agency or firm for which services were provided, with address, contact, person, and telephone number and, brief project description and budget.

2. **Type of Experience**: Provide proof of relevant experience in the areas of; computer network administration and system engineering, public sector computer system management expertise, public management and public sector computer application experience within the Commonwealth of Massachusetts or its' Municipal Subdivisions and appropriate educational background and special training relevant to these services.
3. **Statement of Qualifications**: Provide proof of qualifications and experience of the professionals, firms, and subcontractors to be utilized in the undertaking of the agreed upon services, particularly the qualifications and successful experience in the areas; computer administration experience, certifications or degrees in computer engineering or administration, including training certifications in specific operating and application software and, experience providing services to, or relevant experience as an officer or employee of a municipality or state agency, specifically in the Commonwealth of Massachusetts performing similar services. The resume or curriculum vitae of the professionals assigned to the project shall be included in the proposal. The prospective Contractor shall assign and identify a Project Manager included as a professional whose qualifications are delineated.
4. **Presentation - Statement of Proposed Services**: Provide a detailed statement of the Contractor's approach to the project tasks and description of services to be provided as outlined in the RFP and Scope of Services. This statement should also address the Contractor's suitability for the assignment based upon the Comparative Evaluation Criteria contained herein.

Detailed staffing plan for the Contractor based upon the RFP and Scope of Services contained herein.

5. **Years of Experience**: The Committee will review the number of years key members of the consulting team have in the appropriate fields of discipline required for successful implementation of the project. Five (5) years of experience is the standard for the principals of the firm, subcontractor firms, and the project manager and three (3) years is the standard for other professionals assigned to the project.
- S. **EVALUATION OF PROPOSALS**: The Housing Authority will review all complete non-price proposals and may interview those prospective Contractors who satisfy the below **Minimum Criteria**.

Those prospective Contractor's determined to be responsive and the proposal and the prospective Contractor meet all the **Minimum Criteria** standards of acceptability and have complete proposals, will be judged comparably with the other proposals that have been determined to be responsible and acceptable. Proposals will be ranked and evaluated according to the following **Comparative Criteria**.

1. **NON-PRICE EVALUATION CRITERIA – DESCRIPTION AND REQUIREMENTS**: All responsive proposals will be judged against the below **Comparative Criteria**. For each of the **Comparative Criteria** items, the Authority will rank each proposal as;
 - **Highly Advantageous** - the proposal fully meets and significantly exceeds the standards of the specific criterion;

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- **Advantageous-** the proposal fully meets the standards of the specific criterion
- **Not Advantageous** - the proposal does not fully meet the standards of the specific criterion, is incomplete, unclear, or both, and
- **Not Acceptable** - the proposal does not meet the specific criterion.

2. **MINIMUM EVALUATION CRITERIA:** Each technical proposal shall first be reviewed to ascertain whether or not the following minimum evaluation criteria have been met. To be considered, interested parties must submit by deadline the following;

M-1: Letter of Interest including a Statement and Summary of Qualifications outlining Type of Experience and Years of Experience.

M-2: Statement of Proposed Services including a Plan of Service.

M-3: Include four (4) sets; one (1) original and three (3) copies (at least one of the copies should be unbound and photo copy ready). The prospective Contractor shall submit the following Forms and any requested back up to responses requested with the Non-Price Proposal - FORMS ARE ATTACHED. At a minimum the proposal should include all required Certifications as well as:

(HUD Form-5369-C) Certifications and Representations of Offerors for Non-Construction Contracts.

APPENDIX A: Form for – Technical (Non-Price) Proposal.

APPENDIX B: Form for – Technical (Non-Price) Proposal SIGNATURE FORM.

APPENDIX C: Price Proposal in a separate sealed envelope.

APPENDIX D: Form for - NON-COLLUSIVE AFFIDAVIT.

APPENDIX E: CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY.

APPENDIX F: Form for - CONTRACTOR CERTIFICATION OF COMPLIANCE (THE PRESIDENT'S EXECUTIVE ORDER 11246).

APPENDIX G: Form for - REVENUE ENFORCEMENT AND PROTECTION (REAP) CERTIFICATION.

APPENDIX H: Form for - CORPORATE IDENTIFICATION.

APPENDIX I: Form for – REFERENCES

M-4: The proposal must be complete, must be submitted on or prior to the submission deadline, and must contain, at a minimum all the required elements of a proposal package as delineated above in "Part 2 – PROPOSAL AND SUBMISSION REQUIREMENTS". Failure to meet any submission requirement, including, but not limited to, separating the non-price proposal from the price proposal shall result in rejection of the proposal package. Each proposal must include the following items in the Plan of Services;

1. The Contractor shall be available to provide on-site, or telephone computer administration and trouble-shooting services on the servers within one and a half (1.5) hours of a request for service during regular weekday business hours. Regular business hours are Monday through Friday 8:30 a.m. through 4:30 p.m. excluding weekends and recognized State holidays.
2. The Contractor shall be available to do necessary computer administration and trouble-shooting work on the servers of the Housing Authority, after normal business hours and

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on weekends as required. (It is understood that a three (3) hour minimum, plus “service outside of normal hours” fees and “non-covered projects” fees will apply)

3. The Contractor shall be available to provide technical assistance and computer network management services on the servers, as needed for the Housing Authority.
4. The Contractor shall be required to work on all servers.
5. In addition to the previous, proposals will also include the following elements;
 - a. Provide anti-virus, anti-malware and anti-spyware solutions on a limited number of workstations & servers.
 - b. Provide maintenance & monitoring, including windows patches, hot-fixes & updates on all servers.
 - c. Provide onsite imaging services for servers, stored on local device owned by the Housing Authority per your recommendations.
 - d. Provide offsite backup of data up to 2.5 TB (additional fees apply over 2.5 TB).
 - e. Provide weekly backup checks of onsite & offsite storage.
 - f. Provide periodic restore backup checks for both onsite and offsite data backup.
 - g. Provide 1.5-hour response time to server related emergencies.
 - h. Provide labor to install new equipment or parts. (NOTE: It shall be agreed that the cost of new equipment is not included in the base bid price).
 - i. On “APPENDIX C - Form For Price Proposal” provide a UNIT PRICE for MATERIALS MARK-UP for new equipment.
 - j. On “APPENDIX C - Form For Price Proposal” provide a per hour UNIT PRICE for NON-COVERED PROJECTS.
 - k. On “APPENDIX C - Form For Price Proposal” provide a per hour UNIT PRICE for SERVICE OUTSIDE OF NORMAL HOURS.
 - l. Provide spam filtering & email spooling service.
 - m. Provide maintenance and support for the Housing Authority Sonic/Fire Wall
6. The Contractor will provide monthly activity reports with appropriate recommendations with the monthly invoice for services.
7. The Contractor will semi-annually, in December and June, submit a comprehensive report to the Executive Director of the Housing Authority providing:
 - a. Recommendations for system improvements for servers.
 - b. Other information or recommendations deemed appropriate by the Contractor.

3. **COMPARATIVE EVALUATION CRITERIA**

C-1: Quality of References. Reference checks will be performed to evaluate the special skills, relevant expertise, the quality of past performance in comparable projects, and the ability to perform assigned tasks in a timely and accurate manner of the prospective Contractor, including all subcontractors, principals, and the project manager. A minimum of three (3) relevant references will be required for both the key professionals involved and the principal firm involved with the delivery of the agreed upon services, and also, for all subcontractors to be used, if any, including; project name and location, municipality, agency or firm for which services were provided, with address, contact, person, and telephone number and, brief project description and budget.

C-2: Type of Experience. Proof of relevant experience in the areas of; computer network administration and system engineering, public sector computer system management expertise, public management and public sector computer application experience within the Commonwealth of Massachusetts or its' Municipal Subdivisions and appropriate educational

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background and special training relevant to these services will be reviewed. The Authority shall evaluate the quality and depth of relevant experience in the areas of;

- a. Computer network administration and system engineering.
- b. Public sector computer system management expertise,
- c. Public management and public sector computer application experience within the Commonwealth of Massachusetts or its' Municipal Subdivisions.
- d. Appropriate educational background and special training relevant to the project.

C-3: Statement of Qualifications for the Proposed Services. Proof of qualifications and experience of the professionals, firms, and subcontractors to be utilized in the undertaking of the agreed upon services, particularly the qualifications and successful experience in the areas; computer administration experience, certifications or degrees in computer engineering or administration, including training certifications in specific operating and application software and, experience providing services to, or relevant experience as an officer or employee of a municipality or state agency, specifically in the Commonwealth of Massachusetts performing similar services will be reviewed. The resume or curriculum vitae of the professionals assigned to the project shall be included in the proposal and will be reviewed. The prospective Contractor shall assign and identify a Project Manager included as a professional whose qualifications are delineated and their qualifications will be reviewed. The Authority will thoroughly review the specific approach of each prospective Contractor to determine which is best suited to the needs of the Authority, and the quality of expertise and skills necessary to undertake the tasks required for the project.

C-4: Presentation – Proposed Plan of Services. The Authority will thoroughly review submitted presentation and proposed Plan For Services to assess the completeness and quality of presentation. The Authority may also require a personal interview with and presentation from Contractors who meet or exceed the Minimum Evaluation Criteria. The Presentation - Statement of Proposed Services should include; A detailed statement of the Contractor's approach to the project tasks and description of services to be provided as outlined in the RFP and Scope of Services. This statement should also address the Contractor's suitability for the assignment based upon the Comparative Evaluation Criteria contained herein. A detailed staffing plan for the Contractor based upon the RFP and Scope of Services contained herein.

C-5: Years of Experience. The Committee will review the number of years key members of the consulting team have in the appropriate fields of discipline required for successful implementation of the project. Five (5) years of experience is the standard for the principals of the firm, subcontractor firms, and the project manager and three (3) years is the standard for other professionals assigned to the project.

T. CURRENT ENVIRONMENT OVERVIEW:

- One server running a hyper V server (Windows 2016 Power edge R730).
- Dell shop (all servers and equipment are dell products) .
- Hyper -V Server runs Ad / Domain, Print server, and File server.
- 16 location, 18 + SonicWALL's / 7 cisco switches.
- 150 Devices (Dell OptiPlex, latitudes, Samsung tables, and Windows Surfaces).
- Office 365 (100 email users) .
- Hyper -V Server backup (2 TB) / Disaster recovery:
 1. Block level tracking of changes.
 2. True-Verify sends screenshot verifications of imaged based backups.
 3. Instant onsite visualization with onsite appliance.
 4. Instant offsite virtualization via IBM SoftLayer infrastructure.
 5. End to End encryption.
 6. 24/7 monitoring and support by NOC.

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7. Bare Metal Restore.
 8. VM Export.
 9. Secure remote access .
 10. One-year retention policy on both local appliance and offsite cloud.
 11. Currently paying x/mo. for 1TB of offsite storage..
 12. The hardware is Intel based appliance with specific Continuum BDR Ubuntu software, RAID 5 with Total 2.5TB of storage
- Tenmast software (hosted software services that runs our applications for day to day operations connected by Citrix)
 - Webroot cloud antivirus for all networked devices (except: Tablets) (120 devices)
 - Continuum suite: LogMeIn remote Desktop solution / Patch management.
 - One cisco 10 Gb catalyst 128 port (Main Building)
 - DocuSign suite / workflow
 - Ataata User cyber security Training
-
- Servers - Physical / Virtual - Total 1 Servers
 - Full responsibility of Backup system including/ supplying the backup software
 - Patching for all servers and workstations including Microsoft and third-party patching
 - Fully responsible for disaster recovery of server environment, includes two disaster recovery test per year.
 - All day to day operations goes to IT director on site.
 - Network Devices
 - Layer 2 Switches/Managed – 20 Total
 - Layer 3 SW/Routers/Managed – 1Total
 - Network devices management software with cloud configuration backup
 - Full responsibility of the WAN infrastructure (ELAN with Dynamic ospf routing and port forwarding)
 - Firewall and VPN support
 - Firewall life cycles and licenses
 - Data Backup
 - Current Hardware and Software Technology and Versions (partial list)
 - Dell Laptop – models – E5270, 7000 series
 - Samsung, Surface Tablets
 - Dell Workstations OptiPlex's
 - Win 10
 - Server 2016
 - SQL Server 2008, 2012 (backups)
 - Office 365 cloud email (100)
 - Security and Integration
 - Monthly external scan / penetration testing and remediation
 - Monthly internal vulnerability Scan and remediation
 - Full responsibility of the Disaster Recovery / Data Breach protocols
 - Quarterly security reports and recommendations
 - General Support Tools and Other Requirements
 - RMM tool with full management ability for all servers and Workstation
 - Ticketing system, with ability to segment separate board for Customer IT staff internal use
 - Staff and Service Levels

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- Onsite level 1 tech including travel as needed to sites
- 24/7/365 tech support NOC

- Certifications, Licenses, Experience and Security Clearance
- Insurance
 - Proposers shall be fully insured including liability, workers compensation insurance and E&O cyber- liability insurance (provide copy of insurances)

- Current IT Managed Service Provider (Ferreira Group)

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended

PART A

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's work force in each trade on all construction work in the covered area, are as follows:

FEMALE: 6.9%
MINORITY: 18%

These goals are applicable to all contractors' construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working day of award of any other construction subcontracts in excess \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

FEMALE: Nationwide
MINORITY: New Bedford, Massachusetts

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended

PART B

The applicant agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as described, in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is, paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or Undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex national origin.
- (3) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractors' I commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her records and

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

accounts by the administering agency and the Secretary of Labor for purposes to ascertain compliance with such rules, regulations and orders.

- (6) In the even of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided That if the applicant so participating is a State or local government the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in Obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibilities for securing compliance.

The applicant further agrees that it will refrain from entering into any contract modification subject to Executive Order 11246 of, September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally, assisted construction contracts pursuant to the Executive

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended

PART C

Standard Federal Equal Employment Opportunity Construction Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:
 - b. "Director" means director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having any origin in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraph 7A through P of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in that covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractors' EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or any other employment decisions including specific review of these terms with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

and maintained identifying the time and place of these meetings, persons, attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for the apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities, are non-segregated except that, separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contracts and suppliers including circulation of solicitations to minority and female contractor associations,

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and a participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, insures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may also be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex., or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NEW BEDFORD HOUSING AUTHORITY

MBE/WBE GOALS AND REQUIREMENTS

The New Bedford Housing Authority has established goals for Minority Business Enterprise (MBE) participation and Women Business Enterprise (WBE) participation in all contracts with an estimated value of \$10,000 or more.

MINORITY BUSINESS ENTERPRISES (MBEs)

The overall minimum goal for the utilization of SOMWBA (State Office of Minority and Women Business Assistance) Certified MINORITY BUSINESS ENTERPRISES to be achieved on all contracts shall be twelve percent (12%) of the total value of the contract award.

WOMEN BUSINESS ENTERPRISES (WBEs)

The overall minimum goal for the utilization of SOMWBA certified WOMEN BUSINESS ENTERPRISES to be achieved on all contract shall be five percent (5%) of the total value of the contract award.

SUBMISSION REQUIREMENTS

Within fourteen (14) calendar days after receipt of bids, the apparent low bidder must submit a completed Participation Schedule and Letters of Intent covering each SCE (SOMWBA Certified Employee) used to satisfy the requirements of this Section. These letters shall include the contract items the SCE is proposing to perform and the prices that the SCE proposes to charge for the work. Failure to submit the Participation Schedule and Letters of Intent within 14 days may result in the bid being deemed “unresponsive” and the bid rejected.

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MINORITY / WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

1.00 DEFINITIONS: For purposes of this section the following definitions shall apply:

- 1.01 **Minority**: A person who is a citizen or permanent resident of the United States and who is either: Black, Western Hemisphere Hispanic, Native American Indians, Eskimo and Aleut, Asian, and Cape Verdeans as defined by Executive Order 237.
- 1.02 **State Office of Minority and Women Business Assistance (SOMWBA)**: The State Office of Minority and Women Business Assistance; Supplier Diversity Office {formerly known as SOMWBA}, The McCormack Building One Ashburton Place - 13th floor Boston Massachusetts 02108 Phone - (617) 502-8831 Fax - (617) 502-8841.
- 1.03 **Minority Business Enterprise (MBE)**: A business organization which is owned and controlled fifty-one percent (51%) or more by one or more minority group members and certified as such by SOMWBA - Supplier Diversity Office.
- 1.04 **Women Business Enterprise (WBE)**: A business organization which is owned and controlled fifty-one percent (51%) or more by one or more women and certified as such by SOMWBA - Supplier Diversity Office.
- 1.05 **SOMWBA Certified Enterprise (SCE)**: An MBE or WBE as defined in 1.03 and 1.04.
- 1.06 **MBE / WBE Manufacturer**: A person or firm certified by SOMWBA and engaged in the process of making, fabricating, constructing, forming, or assembling a product(s) from raw, unfinished, semi-finished, or finished materials through a direct contract with a contractor, subcontractor, or supplier.
- 1.07 **MBE / WBE Subcontractor**: A person or firm certified as such by SOMWBA and contractually engaged by the contractor to perform a portion (a) - of the contracted work, including labor, materials and supplies or (b) - labor, materials, and supplies or any combination thereof.
- 1.08 **MBE / WBE Supplier**: A person or firm certified as such by SOMWBA and engaged in selling of materials and supplies to contractors, subcontractors, and/or manufacturers for the purpose of constructing, repairing, remodeling, adding to or subtracting from, or improving any building, structure or property through a direct contract with a contractor or subcontractor.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

- 1.09 **Single Trade**: A construction contract where only one (1) category of work is being undertaken.
- 1.10 **Amount of Participation**: The percentage of the final contract amount which is to be contracted to SCEs for work to be performed on this contract in accordance with the requirements of “*NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended*” ... “PART A” ... section “2”.

2.00 JOINT VENTURES:

- 2.01 **Joint Venture**: A business arrangement between SOMWBA-certified MBE/WBEs and a non-SOMWBA certified General Contractor, in which the MBE or WBE has at least a twenty-five percent (25%) interest in the contract, and in which the other has at least the required minimum percentage of participation in the Contract. It is expected that the M/WBE having the minimum 25% interest will participate in the management and decision making aspects of the project proportionate to its percentage of ownership and interest in the Contract.
- 2.02 **M/WBE Joint Venture**: A business arrangement wherein a SOMWBA certified MBE or WBE serves as a General Contractor and engages the services of another SOMWBA certified MBE or WBE (whichever is required) in an amount not less than twenty-five percent (25%) of the Contract amount, and in which the management and decision making aspects of the project are shared to the degree of participation and ownership in the Contract.

3.00 CONDITIONS: The provisions of this section shall apply to all contracts with an advertised estimate of \$10,000 or more.

- 3.01 Within fourteen (14) days after receipt of bids, the apparent low bidder must submit a completed Participation Schedule and Letters of Intent covering each SCE used to satisfy the requirements of “*NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended*” ... “PART A” ... section “2”. These letters shall include the contract items the SCE is proposing to perform and the prices that the SCE proposes to charge for the York.
- 3.02 SCEs listed on the Participation Schedule may be any combination of MBE/WBE Subcontractors, MBE/WBE Manufacturers, or MBE/WBE Suppliers as defined in section “1.00 DEFINITIONS”.
- 3.03 Letters of Intent are not required from filed sub-bidders who are SCEs.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

- 3.04 The amount of participation of SCEs listed in the Participation Schedule must total at least the percentage set forth in the Advertisement. The amounts indicated in the Letter of Intent shall not be less than the amount shown on the Participation Schedule. The SCEs for whom Letters of Intent are submitted must be identical to the ones listed on the Participation Schedule. No substitutions shall be made without the written approval of the Owner.
- 3.05 Prior to the Validation of the Contract, the Contractor shall furnish the Owner with executed copies of all subcontracts with all of the SCEs listed On the Participation Schedule.
- 3.06 Subcontractors are encouraged, but not required to subcontract portions of their work to SCEs. Participation forms, available with the bidding documents shall be used to list those SCEs with whom they wish to sub-subcontract and the dollar amount of those proposed sub-subcontracts.
- 3.07 The Contractor may include SCEs utilized by non-certified subcontractors to satisfy the requirements of this article.
- 3.08 SCEs listed on the Participation Schedule must be SOMWBA certified MBEs and WBEs at the time of the opening of bids.
- 3.09 MBE/WBE Certification from any other agency/municipality shall not be considered applicable for this Contract.
- 3.10 If a filed sub-bidder listed as a SCE is rejected for failure to obtain a performance and payment bond from a surety qualified to do business in the Commonwealth when requested by the general bidder to do so at the time of bid, said failure shall not entitle the general bidder to avoid the requirements of this section.
- 3.11 The Contractor shall not change the SCEs listed in the Participation Schedule or make any other such SCE substitutions after the contract has been executed or during construction without the written approval of the Owner.
- 3.12 The Contractor shall not terminate any subcontract for, nor perform with its own organization, work designated to an SCE on the Participation Schedule without the written approval of the Owner. Such approval shall be withheld until the contractor demonstrate s that the Amount of Participation is still met for any substitute SCE, provided however, that compliance with this paragraph shall not limit the terms of M.G. L. c. 149 Sec 44 F. Notice of all M/WBE status changes (before Final Completion) must be sent to the immediately to the Owner.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

4.00 SINGLE TRADE CONTRACTS:

The Housing Authority may determine that certain contracts are Single Trade Contracts and if so determined, the Contractor will not be required to provide M/WBE participation. However, this determination does not prohibit the Contractor from including M/WBE participation in its bid, if so desired.

5.00 COMPLIANCE:

- 5.01 The Contractor must provide information as is necessary, in the judgment of the Owner to ascertain compliance with the terms of requirements of *“NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended”* ... *“PART A”* ... section *“2”*.
- 5.02 The Contractor shall provide, when requested by the Owner an executed Contractor's Affidavit of Payment to Minority Business Enterprises.
- 5.03 If an SCE listed on the Participation Schedule has its SCE certified status revoked, the Contractor shall be considered to be out of compliance with this section and must proceed as outlined in Subparagraph 3.09.
- 5.04 If the contractor desires to comply with *“NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended”* ... *“PART A”* ... section *“2”* but for reasons beyond its control cannot do so in accordance with the Participation Schedule, the Contractor must submit to the Owner the reason for its inability to comply and proposed revisions to the Participation Schedule stating how conditions of this Section are to be met.
- 5.05 Failure to comply with any provisions of *“NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended”* ... *“PART A”* ... section *“2”* shall constitute a substantial violation and breach of the Contract.

6.00 SANCTIONS:

- 6.01 If the Contractor fails to comply with the terms of these conditions, the Owner may:
 - 1. Suspend any payment for the work that should have been but has not been performed by an SCE pursuant to the Participation Schedule or

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

2. Require the Contractor to provide equivalent substitute participation with SCEs acceptable to the owner at no additional cost to the Owner.
- 6.02 To the extent that the Contractor has not complied with the terms of these conditions, the Owner may withhold from any Certificate of Payment monies equivalent to the product of the percentage of completion times the SCE dollar amount, minus the amount already paid to SCE's for work performed under the contract, minus any amounts withheld for previous non-compliance.
- 6.03 In addition to the sanctions allowed under Subparagraphs 6.01 and 6.02 the Owner may suspend or terminate this Contract in whole or in part, or may call upon the Contractors' surety to perform all terms and conditions in the Contract.
- 6.04 The Owner shall not impose sanctions unless the Contractor and any interested parties have been given an opportunity to present testimony at an administrative Conference as provided in subparagraph 8.01.

7.00 APPEALS / REMEDIES:

- 7.01 In any proceedings involving the imposition of sanctions, the Owner may not impose sanctions if the Contractor demonstrates that the application and enforcement of such provision(s) will cause a hardship and, that the Contractor has taken every possible measure to comply with "*NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended*" ... "*PART A*" ... section "2" which would be reason for waiving the section in whole or in part.
- 7.02 To demonstrate every possible measure, the Contractor shall furnish:
 1. The name of each firm solicited for quotations on each subcontract, the price quoted, by each, and whether or not the firm solicited was a minority or women-owned business.
 2. The reason for not subcontracting with a minority or women-owned business enterprise when applicable;
 3. Evidence showing efforts by the Contractor to supplement its own and SOMWBA lists of minority and women-owned business sources by contacting the Small Business Administration, trade organizations, the General Services Administration (U.S. Government), minority contractors' organizations, community organizations and other likely sources of names of additional minority or woman-owned business firms capable of performing the work; and

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

4. Evidence showing other efforts to comply with “*NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended*” ... “*PART A*” ... section “2”.

7.03 The Owner may then determine that no such substitutes MBE/WBE exist.

8.00 ADMINISTRATIVE CONFERENCES:

8.01 The Owner shall not impose any sanctions as outline under “6.00 *SANCTIONS*” unless the contractor and any interested party shall have been given an opportunity to present testimony at an administrative conference held by the Owner, and the Owner determines in its sole discretion that the sanctions are justified by the supporting circumstances presented at the Administrative conference.

8.02 A Contractor shall have the right to request the Owner to suspend any or all sanctions imposed under “6.00 *SANCTIONS*” upon demonstrating compliance with the “*NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended*” ... “*PART A*” ... section “2”.

9.00 WAIVERS:

9.01 The New Bedford Housing Authority reserves the right, in its sole discretion, to waive all or a portion of the requirements of the “*NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended*” ... “*PART A*” ... section “2”.

10.00 SEVERABILITY:

10.01 The provisions of this article are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions of the Contract.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION PROVISION

CONTRACTOR CERTIFICATION

The undersigned Contractor, having submitted a general bid for the Project;

Understand that certain portion of those funds be expended for contracts with **minority and women business enterprises**.

The undersigned **Contractor** understands that its ability to meet the Minority and Women Business Enterprise Utilization Requirement will be a factor considered by the Awarding Authority in determining whether or not it is qualified to participate in this project.

The undersigned **Contractor** agreed to expend at least twelve (12%) percent of the Contract if awarded, for bona fide minority enterprises.

The undersigned **Contractor** will meet this commitment by contracting with and/or acquiring supplies from "minority business enterprises", in accordance with the provisions set forth in the "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended" ... "PART A" ... section "2" and submitting all the forms and data requested herein.

The undersigned **Contractor** agrees to expend at least five (5%) percent of the Contract, if awarded, for bona fide women enterprises.

The undersigned **Contractor** will meet this commitment by contracting with and/or acquiring supplies from "women business enterprises", in accordance with the provisions set forth in the "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246, as amended" ... "PART A" ... section "2" and submitting all the forms and data requested herein.

Attached hereto and made part hereof are () **LETTERS OF INTENT** from minority business enterprises and women business enterprises detailing their minority status, the work to be performed, and the prices of the work.

The undersigned **Contractor** will cooperate with the New Bedford Housing Authority in furnishing reports on minority business enterprise utilization and women business enterprise utilization throughout the life of the Contract.

Dated this _____ day of _____, 20____.

Contractors Name

Signature of Authorized Representative

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MINORITY / WOMAN CONTRACTOR

***** SCHEDULE FOR PARTICIPATION *****

Prime Bidder: _____

Project/Contract: _____

Minority Business Enterprises:

Name: _____

Address: _____

City, State, and Zip Code

Telephone: _____

Type of Work: _____

Items Supplied: _____

Agreed Price: _____

Woman Business Enterprise:

Name: _____

Address: _____

City, State, and Zip Code

Telephone: _____

Type of Work: _____

Items Supplied: _____

Agreed Price: _____

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MINORITY / WOMEN CONTRACTOR PARTICIPATION

*** * * LETTER OF INTENT * * ***

Name of Prime Bidder: _____

Name of Project: _____

The undersigned intends to perform work in connection with the above Project as:

individual partnership corporation joint venture MBE WBE

The MBE/WBE status of the undersigned is confirmed on the attached Minority/Woman Contractor Identification Statement.

The undersigned is prepared to perform the following described work in connection with the above Project.

Specify in detail particular work items or parts thereof to be performed: _____

at the following price: _____

We have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows: _____

The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by the Authority or its representative.

Name of Contractor: _____

Certified by: _____

Certification Expiration Date: _____

Signature Authorized Representative: _____

Current Date: _____

Note: Minority means: a person who is Asian, African-American, Cape Verdean, Native American, Latino (Spanish speaking), Eskimo or Aleutian.

Minority/Women Contractor means: a Contractor, which is; (1) an individual who is a Minority/Woman, (2) a Partnership or Joint Venture controlled by a Minority/Woman and in which at least 51 % of the beneficial ownership interests held by a Minority/Woman or (3) a Corporation or other entity controlled by Minority/Woman and in which at least 51 % of the voting interests and 51 % of the beneficial ownership interests are held by a Minority/Woman.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MINORITY/WOMAN CONTRACTOR PARTICIPATION

***** IDENTIFICATION STATEMENT *****

Project: _____

Total Bid: _____

In accordance with the New Bedford Minority/Woman Business Enterprise Program, the undersigned bidder certified that she/he:

Is a bona-fide Minority/Woman Business Enterprise currently certified by the State Office of Minority/Woman Business Assistance (SOMWBA); and such SOMWBA certification has not changed and in the event of said status changing, It will immediately forward written notification to the City of New Bedford and SOMWBA; and

Intends to perform certain work (specified by formal bid proposal) under a contract in connection with the above captioned project and that work will not be subject to any company at any tier; and

Will comply with the minority/women workforce ratio and specific affirmative action steps contained in the EEO/AA Contract Provisions and shall obtain from each of its subcontractors a copy of the bidders certification and submit to the administering agency prior to the award of such subcontract, regardless of tier, that he will comply with the minority/woman workforce ratio and specific affirmative action steps contained in these and the EEO/AA Contract Provisions.

SOMWBA CERTIFICATION CATEGORY: _____

BIDDER: _____

Name, address, and telephone

REPRESENTATIVE: _____

Name and Title

AUTHORIZED SIGNATURE: _____