

<u>REQUEST FOR PROPOSALS</u> Computer Technical Support Services

Posting Date: May 22, 2023 Response Submission Deadline: 3:00 EST p.m. on June 6, 2023

NOTE TO RESPONDENTS:

Please be advised that <u>all</u> submissions (including those not selected for engagement) may be made available to the public on request pursuant to the Rhode Island Access to Public Records Act, Chapter 2 of Title 38 of the Rhode Island General Laws (the "APRA") upon award of a contract(s). As a result, respondents are advised not to include information that they deem proprietary or confidential or that constitutes a trade secret.

INTRODUCTION

Through this Request for Proposals ("RFP"), the Rhode Island Housing and Mortgage Finance Corporation ("RIHousing") seeks proposals from qualified firms to establish a Qualified Contractor List to provide computer technical support services for various technology projects on an as-needed basis.

INSTRUCTIONS

Proposals must be submitted via email to: **Carl Rotella, Director of Information Technology** at <u>crotella@rihousing.com</u> no later than the response submission deadline set forth above.

Proposals that are not received by the response submission deadline or that do not adhere to the submission instructions described herein shall not be accepted or considered by RIHousing.

Proposals should be concise and adhere to the word count applicable to each section of this Request for Proposals ("RFP"). Proposals should be presented on business letterhead and include all attachments, certifications (including the Submissions Certification at <u>Attachment A</u>), and work samples (as applicable). Please note that failure to provide any information, certification, or document requested in this RFP may cause your submission not to be reviewed or considered by RIHousing.

RIHousing may invite one or more finalists to make presentations, including demonstrations of requested products, if applicable.

Updates, amendments, and Q&As related to this Request for Proposals may be posted from time to time at: www.rihousing.com/rfps-rfqs/.



SCOPE OF WORK

Please see the Scope of Work as provided on Attachment B.

ITEMS TO BE INCLUDED WITH YOUR PROPOSAL

SUBMISSION
CHECK LIST

Section A: General Firm Information (Total word limit: 500 words)

- 1. Provide a brief description of your firm, including but not limited to the following:
 - a. Name of the principal(s) of the firm.
 - b. Name, business telephone number and business email address of a representative of the firm authorized to discuss your proposal.
 - c. Locations of all offices of the firm.
 - d. Number of employees of the firm.

RIHousing requests that the contact information provided in response to this subsection (1) be strictly limited to business addresses, telephone numbers, and email addresses to protect any personal information from being made available to the public pursuant to APRA.

Section B: Experience and Resources (Total word limit: 3500 words)

- 1. Describe your firm and its capabilities. In particular, support your capacity to perform the Scope of Work.
- 2. Indicate which principals and associates from your firm would be involved in providing services to RIHousing. Provide appropriate background information for each such person and identify their responsibilities.
- 3. If applicable, please indicate the name of any subcontractors that would be involved in providing services to your firm and to RIHousing. Provide appropriate background information for each person or entity, identify the person's responsibilities, and outline their capabilities.
- 4. Provide a detailed list of references, including a contact name and business telephone number for organizations or businesses for whom you have performed similar work.
- 5. Identify individuals in your firm with multi-lingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).



6. Describe your firm's information security systems and the steps that your firm takes to safeguard client communication, confidential information, and client data. Include in your response whether your firm performs penetration testing, your firm's encryption methods, and whether client data is stored onshore or offshore.

Section C: Fee Structure (Total word limit: 500 words)

The cost of services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fees.

- 1. Please provide a cost proposal for providing the Scope of Work at <u>Attachment B</u>.
- 2. Provide an itemized breakdown of billing rates and hourly costs, list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.
- 3. Please provide any other fee information applicable to the engagement that has not been previously covered that you wish to bring to the attention of RIHousing.

Section D: Affirmative Action Plan and Minority Owned Business/Women Owned Business

1. RIHousing encourages the participation of persons of color, women, persons with disabilities and members of other federally and State-protected classes. Describe your firm's affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either principals or senior managers in your firm, the number and percentage of members of federally and State-protected classes who are either principals and State-protected classes in your firm who will work on RIHousing's engagement and, if applicable, a copy of your Minority- or Women-Owned Business Enterprise state certification.

Section E: Miscellaneous (Total word limit: 1000 words)

Discuss any topics not covered in this RFP that you would like to bring to RIHousing's attention.

Section F. Certifications

All applicants must respond to and provide documentation as outlined in the Request for Proposals Submission Certifications at <u>Attachment A</u>.



EVALUATION AND SELECTION

A selection committee consisting of RIHousing employees will review all proposals that meet the requirements set forth in the "Instructions" section of this RFP and make selections based on the following factors:

- Professional capacity to undertake the Scope of Work (as evaluated by reference in Section B: Experience and Resources);
- Proposed fee structure (as evaluated by reference in Section C: Fee Structure);
- Ability to perform within time and budget constraints (as evaluated by reference in Section B);
- Previous work experience and performance with RIHousing and/or similar organizations (as provided in Section B: Experience and Resources, subsection 3);
- Recommendations by references (as provided in Section B: Experience and Resources, subsection 3);
- Firm minority status and affirmative action program or activities (as requested in Section D: Affirmative Action Plan and Minority Owned Business/Women Owned Business)
- Foreign language capabilities of the firm (as provided in Section B: Experience and Resources, subsection 5);
- Other pertinent information submitted.

By this RFP, RIHousing has not committed itself to undertake the work set forth herein. RIHousing reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. RIHousing reserves the right to make those decisions after its receipt of responses. RIHousing's decision on these matters is final.

For additional information contact: Carl Rotella at crotella@rihousing.com.



Attachment A

Requests for Proposals Submission Certifications

Please respond to <u>all</u> items below and include it in your response to this RFP. Be sure to include any additional information in the space provided or as an attachment as needed. Please ensure that any attachments refer to the appropriate item by name (i.e., "Conflict of Interest," "Major State Decision Maker," etc.)

Total word limit for Sections A and B: 500 words

Section A: Conflicts of Interest

1. Identify any conflict of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with RIHousing. **If none, check below**.

□ None

2. Describe how your firm will handle actual and or potential conflicts of interest (please include in your proposal or attach a sheet with this information).

Section B: Litigation, Proceedings, Investigations

1. Identify any material litigation, administrative proceedings, or investigations in which your firm is currently involved. **If none, check below.**

□ None

2. Identify any material litigation, administrative proceedings, or investigations to which your firm or any of its principals, partners, associates, subcontractors, or support staff was a party, that has been finally adjudicated or settled within the past two (2) years. **If none, check below.**

 \Box None

Section C: Certifications

1. RIHousing insists upon full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors. This law requires State Vendors entering into contracts to provide services to an agency such as RIHousing, for the aggregate sum of \$5,000 or more, to file an affidavit with the State Board of Elections concerning reportable political contributions. The affidavit must state whether the State Vendor (and any related parties as defined in the law) has, within 24 months preceding the



date of the contract, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, any candidate for general office, or any political party. **Please** acknowledge your understanding below.

- □ I have read and understand the requirements of Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.
- 2. Does any Rhode Island "Major State Decision-maker," as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, "Major State Decision-maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

Please indicate your response below.

 \Box Yes

If your answer is "Yes," please identify the Major State Decision-maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §§36-14-16, 17 and 18.

 \Box No

3. In the course of providing goods or services to RIHousing, the selected respondent may receive certain personal information specific to RIHousing customer(s) including, without limitation,



customer names and addresses, telephone numbers, email addresses, dates of birth, loan numbers, account numbers, social security numbers, driver's license or identification card numbers, employment and income information, photographic likenesses, tax returns, or other personal or financial information (hereinafter collectively referred to as the "Personal Information"). The maintenance of the Personal Information in strict confidence and the confinement of its use to RIHousing are of vital importance to RIHousing.

Please certify below that in the event your firm is selected:

(i) any Personal Information disclosed to your firm by RIHousing or which your firm acquires as a result of it services hereunder will be regarded by your firm as confidential, and shall not be copied or disclosed to any third party, unless RIHousing has given its prior written consent thereto; and

(ii) your firm agrees to take all reasonable measures to (a) ensure the security and confidentiality of the Personal Information, (b) protect against any anticipated threats or hazards to the security or integrity of the Personal Information, and (c) maintain reasonable security procedures and practices appropriate to your firm's size, the nature of the Personal Information, and the purpose for which the Personal Information was collected in order to protect the Personal Information from unauthorized access, use, modification, destruction or disclosure; and

(iii) when discarding the Personal Information, destroying it in a commercially reasonable manner such that no third party can view or recreate the information, electronically or otherwise.

These provisions, which implement the requirements of the Rhode Island Identity Theft Protection Act, R.I.G.L. § 11-49.2 et seq., will also be incorporated into the final contract with the selected respondent(s). In addition, if selected, your firm may be requested to provide a copy of its information security plan.

 \Box I certify that in the event our firm is selected, we will comply with the Personal Information and Security guidelines noted above.

4. Your firm's president, chairman or CEO must certify below that (i) no member of your firm has made inquiries or contacts with respect to this RFP other than in an email or written communication to Carl Rotella at crotella@rihousing.com seeking clarification on the Scope of Work set forth in this proposal, from the date of this RFP through the date of your proposal, (ii) no member of your firm will make any such inquiry or contact until after June 6, 2023, (iii) all information in the proposal is true and correct to the best of your knowledge, (iv) no member of your firm gave anything of monetary value or promise of future employment to a RIHousing employee or Commissioner, or a relative of the same, based on any understanding that such person's action or judgment will be influenced, and (v) your firm



is in full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.

 \Box I certify that no member of our firm has made or will make any such inquiries or contacts; all information supplied is true and correct; no member of our firm has provided anything of value to influence RIHousing; and our firm is in compliance with applicable political contribution reporting.

President, Chairman or CEO (print):

Signature: _____

Firm Name: _____



<u>Attachment B</u> Scope of Work Computer Technical Support Services

I. Services to be Provided

From time-to-time RIHousing requires technical talents or skills for a project or an aspect of operations that are unavailable among its information technology (IT) staff. Therefore, RIHousing is seeking to pre-qualify a roster of contractors who can supply skilled individuals to augment RIHousing IT staff as circumstances require. This contractor list will be used for technical fixed-price and not-to-exceed price projects and hourly skilled individuals to augment technical staff. In most cases, the skilled individual may work remotely; however, some work may require staff to be on-site or to report to RIHousing's main offices in Providence, RI upon request if needed.

The contractor will provide technical staff who would provide RIHousing with:

- Specific experience with a particular technology, methodology or project type
- Temporary fulfillment of a role due to scheduling, illness, inadequate staffing, or other constraints
- Fulfillment of a role to implement or assist in the implementation of a term specific project
- Technology-focused Project Management skills for a term specific project

Staff augmentation will mean the utilization of a qualified information technology services contractor(s) to fill any roles which require skills or resources unavailable from RIHousing staff at the time of need. Qualifications will be determined on a case-by-case basis and subject to requirements set forth by the Director of Information Technology in a Scope of Work. Contractors will operate under the close supervision of RIHousing's Director of Information Technology (IT Director) or their designee. Projects may be at a fixed-price or a not-to-exceed price to be determined on a case-by-case basis.

RIHousing anticipates requiring staff augmentation or the solicitation of bids in the following categories, the definitions of which are consistent with standard terminology utilized in the IT industry. The details of the work to be performed for each project will be specified in each project's Scope of Work ("SOW") on a project by project basis:

- Software Business Application Development (including but not limited to Sr. Coding, Sr. Web, App-servers, DB as outlined in Project SOW.)
- **Project Management** (including but not limited to Project plans, schedule, meeting management, and reporting weekly as outlined in Project SOW.)
- **Software Application Testing** (including but not limited to Agile tools, functional verification, bug detection, reporting, documents, and requirement changes as outlined in Project SOW.)
- **Employee Client Services** (including but not limited to Windows, devices, AD, ADXS, and triage of desktops/laptops, as outlined in Project SOW.)



- Application and Employee Access Security (including but not limited to Security tool suite, MFA, networking triage, and training as outlined in Project SOW.)
- **SQL Database** (including but not limited to MS-SQL 2015-2022, ETL, SSRS, Schema mapping, GIS, and Linux Postgres as outlined in Project SOW.)

Contractors may be engaged for multiple roles, on multiple projects, provided there is sufficient balancing of priorities which does not jeopardize individual project schedules.

It is imperative to supply hourly rates for all category roles you are interested in. If you are awarded a contract to participate in a category, all roles and rates supplied for that category will automatically be validated. You will not be validated for any role that an hourly rate is not supplied.

Governance: Oversight and management of all engagements will be through the Division of Information Technology. All engagements must be approved by the IT Director, the Chief Operating Officer, and the Chief Financial Officer.

II. Project Schedule

Project schedule would be determined by the Director of Information Technology in consultation with the RIHousing business unit. The contractor roster will be valid for three (3) years, with an option for an extension for two (2) additional years at RIHousing's discretion based on a performance evaluation.

III. Project Approach

RIHousing would provide a project Scope of Work in advance to vendors for review and consideration.

For each Scope of Work, RIHousing shall make every effort to request bids or proposals from up to three (3) vendors (if there are three qualified vendors for the task). If the assignment requires an hourly employee, RIHousing may select vendors on a rotating basis for this work.

IV. Budget and Payment Terms

Contractor may bill RIHousing for services completed on a bi-weekly basis. All invoices for services shall be emailed to: itinvoices@rihosuing.com Payment shall be made to contractor no more than thirty (30) days from receipt of billing.

V. Additional Terms and Conditions

• All hourly rates provided in the cost proposal will be inclusive of all costs borne by the contractor including but not limited to benefits provided to staff if any, and all other business-related costs. Contractor hourly rates provided in the cost proposal will not be allowed to be adjusted after award is made. Anticipated annual rate adjustments must be reflected in the proposal sheet. Contractor must specify requirements for travel expenses if contractor



anticipates requesting reimbursement for travel expenses to RIHousing offices in Providence, RI.

• If project is extended beyond the initial agreed upon contract term that was based on the previous hourly rates, RIHousing will work with the Contractor to align rates to new Contractor rates.

• RIHousing reserves the right to negotiate better pricing at any time during the RFP cost evaluation period.

• Contractors may subcontract work to acquire skills and experience required by RIHousing; however, RIHousing shall be notified of such subcontracting and reserves the right to approve or reject any subcontractors. Qualifications of any subcontractors must meet minimum requirements of RIHousing.

• All work contracted under this solicitation will be considered "work for hire" with all rights to intellectual property assigned to RIHousing.

• All Contractors hired under this solicitation shall adhere to all applicable IT policies and procedures. Such IT policies and procedures will be made available to Contractors upon request. Contractor shall also perform its services in compliance with all applicable federal, State, applicable agency and local laws, policies, ordinances, orders, procedures, and regulations in effect at the time the services are performed.

• RIHousing reserves the right to require additional terms and conditions when entering into individual engagements with Contractor(s).

• Contractors may respond to any or all categories. However, there is no obligation to offer services in all categories.

• RIHousing may approve or reject an offeror's participation in any category without rejecting the Contractor's entire offer.

• RIHousing reserves the right to request and review BCI results.

• In any engagement in the event of unplanned turnover, RIHousing may hold Contractor responsible to reimburse RIHousing for the associated costs including, but not limited to, briefing, and training any new named individual approved by RIHousing.

VI. Insurance Requirements

Contractors receiving contracts will be required to have Insurance when selected for a fixedprice, not-to-exceed, or staff augmentation contract. Contractors shall procure at their expense and maintain all insurance required in form and terms acceptable to RIHousing for the duration of the contract or as otherwise specified.

At the time of signing a contract, Contractors are required to submit certificates of insurances and any required endorsements acceptable to RIHousing. Contractor shall provide RIHousing with replacement Certificate(s) and endorsements upon expiration, renewal, expiration or cancellation of the policies during the term of the contract, unless a longer period is specified.

Commercial General Liability Insurance: Commercial General Liability Insurance covering bodily injury from property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage shall be written on an occurrence basis and shall extend to an agent, independent contractor, temporary worker, and



a leased worker. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

Auto Liability Insurance: Auto Liability Insurance covering all owned, non-owned or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained.

Workers Compensation: Workers Compensation coverage in compliance with the workers' compensation laws of the State. Coverage shall include Employers Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease, or policy limit, \$500,000 each employee.

Alternative Employer Endorsement shall be required for both the workers compensation and employers' liability policy. For independent contractors who bid directly as a contractor without workers compensation insurance, they must fill out a Notice of Designation as an Independent Contractor Pursuant to RI General Law 28-29-17.1. The form may be found at the Labor and Training web site.

Technology Errors and Omissions Liability Insurance: Coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. Contractor will obtain Technology Errors and Omissions Liability Insurance with minimum limits of \$1,000,000 per occurrence and aggregate. Insured will include any individual who is an agent, independent contractor, leased worker or temporary worker while acting within the scope of his or her contract with the named insured on projects. RIHousing will be defended, indemnified, and held harmless to the full extent of any coverage secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify RIHousing under this agreement shall not be limited by the insurance required in this section or in any way limit the Contractor's liability.

The Commercial General Liability Insurance, Auto Liability Insurance and the Technology Errors and Omissions Liability Insurance shall include RIHousing, agencies, officers, and employees as Additional Insured but only with respect to the Contractor's activities under the contract. The insurance required through a policy or endorsement shall include A waiver of subrogation waving any right to recovery the insurance company may have against RIHousing, its agencies, officers, and employees. A provision that Contractor's insurance coverage shall be primary to any insurance, self- insurance or self-insured retention maintained by RIHousing, its agencies, officers, and employees. Any insurance, self- insurance or self-insured retention maintained by RIHousing, its agencies, officers and employees shall be more than the Contractor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the Contractor or its insurer(s) to RIHousing, Division of Information Technology. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to RIHousing. The Contractor shall pay all deductibles, self-insured retentions



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and/or self-insurance included hereunder. The Contractor shall disclose to RIHousing the amount of any deductible, self-insured retention and/or self-insurance. RIHousing reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance. RIHousing reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.