



Invitation for Proposal for Backup and Recovery Services

SCHEDULE

Issued: Friday, September 4, 2020

Deadline for Questions: Tuesday, September 15, 2020

Deadline for Submitting Proposals: Friday, September 25, 2020
at 5:00 p.m. EST

MaineHousing Contact for this RFP: Sheila Nielsen, IT Director

E-mail: snielsen@mainehousing.org

Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, familial status, or receipt of public assistance in the admission or access to, or treatment in, its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Louise Patenaude, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice), or Maine Relay 711.

△ Table of Contents △

	<u>Page</u>
I. INTRODUCTION.....	3
II. GENERAL TERMS AND CONDITIONS.....	3
III. OBJECTIVES AND REQUIREMENTS.....	4
IV. BUSINESS REFERENCES.....	6
V. PROPOSAL PRICING.....	7
VI. PROPOSAL SUBMISSION.....	7
VII. PROPOSAL EVALUATION.....	9
VIII. TERMS AND CONDITIONS.....	10
APPENDIX A – Vendor Information Sheet.....	12
APPENDIX B – Vendor Certification Form.....	14
APPENDIX C – Key Proposal Dates.....	15
APPENDIX D - Existing Backup Strategy.....	16



Invitation for Proposal for Backup and Recovery Services

I. INTRODUCTION

Overview

In this **Invitation for Proposal for Backup and Recovery Services** (the "Invitation"), Maine State Housing Authority ("MaineHousing") is requesting proposals from experienced, qualified, and professional companies who can provide a comprehensive backup-as-a-service and disaster recovery-as-a-service solutions in a Maine-based, state of the art, secure facility.

Services under this RFP will include, but are not limited to, dedicated private line to support connection between 26 Edison Drive and the disaster recovery (DR) site, storage and network capacity to support current backup strategy, ability to support DR plan annual testing and secured access to physical site.

About MaineHousing

MaineHousing's mission is to assist Maine people in obtaining and maintaining quality affordable housing and services suitable to their housing needs. MaineHousing is an independent quasi-state agency that, at its core, couples the efficiencies of the private financial markets with public purpose goals to provide affordable home ownership and rental housing opportunities for Maine people. In addition, it administers a number of federal housing-related programs including the Low Income Housing Tax Credit Program, the Section 8 Rental Assistance programs, the Emergency Solutions Grant Program, the Weatherization Program, and the Low Income Home Energy Assistance Program on behalf of the State of Maine. These federal programs, as well as others, reduce costs associated with housing for Maine people.

For more information about MaineHousing, please go to www.mainehousing.org.

II. GENERAL TERMS AND CONDITIONS

Review and Compliance

It is the responsibility of each Vendor to review this entire document, including its attachments, and comply with all requirements of this Invitation. "Vendor" refers to any person or entity who may, or does, submit a proposal in response to this Invitation.

Questions and Answers

All Vendor questions deemed relevant and material to this Invitation along with the response answers will be posted by MaineHousing at <http://www.mainehousing.org/>, no later than Tuesday September 15, 2020.

Any responses or answers provided by MaineHousing to Vendor questions will automatically become a part of this Invitation.

Proposal Terms

All proposals submitted by Vendors and received by MaineHousing will be treated as contract offers. A Vendor's proposal must remain open from the time of receipt of the proposal by MaineHousing and continue for a minimum of 90 days after the date of Vendor's product demonstration, pursuant to this Invitation, and may not be unilaterally modified by Vendor during that period.

Alterations, modifications or variations of a proposal after the submission deadline will not be considered by MaineHousing, unless authorized by an amendment or addendum to this Invitation issued by MaineHousing.

In the case of any award pursuant to this Invitation, the awarded Vendor must keep in effect all proposal terms, including pricing, throughout any contract negotiations.

Proposal Costs

MaineHousing is not liable for any expenses incurred by the Vendor in the preparation, delivery, or presentation of their proposals, or in connection with any product demonstrations.

Costs of developing and delivering proposals and demonstrations pursuant to this Invitation are solely at the expense of the Vendor.

Proposal Materials

All proposals submitted, including all items and materials submitted as part of the proposals, become the property of MaineHousing, whether or not selected. Proposal materials may be appended by MaineHousing to any contract between MaineHousing and the Vendor providing such materials.

Contract Term

The initial term of the contract awarded, pursuant to this Invitation, will be for a minimum of one (1) year and a maximum of five (5) years from the date the contract is executed between the Vendor and MaineHousing. MaineHousing reserves the sole right and option to extend the contract in incremental terms of one (1) year each which, including the initial contract term, will not exceed a total of five (5) years.

III. OBJECTIVES AND REQUIREMENTS

At a minimum, MaineHousing's expectation is to have an offsite storage solution equivalent to the current state:

- If co-location solution is presented the rack rented from facility should contain: firewall, switches, virtual server hosts, SAN and backup appliances.
- Minimum 50mb point to point Firstlight or Spectrum fiber circuit connection.
- Live domain controller and RSA appliance.
- Multiple public IP addresses.
- Resilient and secure data center in off site location.

General Requirements

Proposals must demonstrate the Vendor's understanding of MaineHousing's needs and expectations as prescribed in this Invitation, and must demonstrate the Vendor's capability to meet those needs and requirements.

Specific Requirements

Describe Vendor's ability to provide the **following scope of work:**

- Review existing backup strategy as documented in appendix D and provide best practice suggestions for proposed solution.
- Scalability of site to support disaster recovery efforts: describe abilities related to expanded compute, storage, memory and bandwidth services.
- Conformity to ANSI/TIA-942
- Conformity to environmental ranges and standards for data centers as defined by ASHRAE
- Confirmation that all hardware and software are at vendor supported levels.
- Well defined service level agreement, including replacement or repair of lost, stolen or damaged equipment.
- Clear timeline and project plan to complete transition to this solution.
- Clearly defined on-site access protocols and fee structure for off-hours access, include hours of operation for co-location sites.
- Remote hands on site for troubleshooting and hours of availability.
- All current certifications and standards that are met for site and associated services.
- Confirmation of on premise and remote staffing expertise, including background checks or security clearance

Work Conditions

The Vendor will:

Allow MaineHousing staff access to the site if colocation is presented as a solution. Off hours access protocols will be easily followed and clearly defined.

Be in full compliance with all applicable State, Federal and local laws, rules, and safety regulations. The Vendor shall perform its obligations in a safe manner, utilizing proper technique and equipment to preserve both worker and staff safety.

Provide work space (desks or tables and chairs with electricity and network connections or WiFi) for up to 10 employees in the event of a disaster declaration.

Provide current copies of both Certificate of General Liability Insurance and Certificate of Workers Compensation Insurance.

Security Requirements

The Vendor will be responsible for any privacy breaches as a result of unauthorized person(s) gaining access to any confidential or protected information. The Vendor will take every precaution to maintain the highest

level of security protection of all sensitive, protected, and/or confidential documentation and materials throughout the contracted relationship.

IV. BUSINESS REFERENCES

Vendors must provide a minimum of three (3) business references from clients who transitioned their backup and recovery services of similar scale and composition as described in this Invitation within the last three (3) years. MaineHousing reserves the right to contact and verify any or all references provided.

Using the following table format, Vendors must provide up-to-date, accurate, and complete contact information for each of the three (3) business references:

Invitation: MaineHousing Invitation for Backup and Recovery Services	
Business Name:	
Business Reference Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Email address:	
Project Information	
Brief description of the backup and recovery services performed for this reference.	
How long have you partnered with this reference?	
Have you executed a DR test or live recovery with this reference?	

V. PROPOSAL PRICING

Cost Items

The Vendor must provide:

A detailed, **all-inclusive firm pricing** for all costs associated with this Invitation.

Include all necessary labor, hardware, software, configuration and programming and the selection of the proper type and quantities of the system components and accessories to assure a complete and operational solution.

A fee schedule for one time or monthly recurring costs, including any extra costs necessary to support scalability of disaster recovery efforts or off hours access or services.

The basis of the price and any underlying assumptions must be included in the Vendor's cost proposal.

Payment

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

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

VI. PROPOSAL SUBMISSION

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

RFP Point of Contact

To ensure clear communications, the following individual has been designated the point contact for this RFP. All requests, questions, proposal documents and/or correspondence must be communicated through this designated RFP contact:

Name:	Sheila Nielsen
Title/Dept:	IT Director, Information Technology Department
Address:	MaineHousing, 26 Edison Drive, Augusta, ME 04330
Email:	snielsen@mainehousing.org
Tele#:	207.624.5749

Vendor contact with any MaineHousing employee, consultant, or other MaineHousing representative concerning this Invitation other than the MaineHousing contact person given above will be grounds for proposal rejection.

Questions

All questions must be in writing and submitted only to the designated RFP contact email address previously given. Attempting to ask questions in person, or by telephone, will not be allowed and can disqualify a Vendor.

Vendors will only rely on written statements issued from MaineHousing's designated RFP point of contact.

Deadlines & Delivery

It is the responsibility of each Vendor to ensure a timely submission of their proposal to MaineHousing at snielsen@mainehousing.org.

All proposals **must be submitted by e-mail in PDF format** and must be received by MaineHousing no later than **Friday, September 25th 2020, at 5:00 p.m. EST**. MaineHousing is not responsible for late delivery of a proposal for any reason.

Late proposals submitted after 5:00 p.m. EST on **Friday, September 25th 2020 will not be accepted or considered.**

Hard copy, facsimile or telephone proposals **will not be accepted or considered.**

When submitting your proposal to snielsen@mainehousing.org, the email subject line must state:

"RESPONSE TO BACKUP AND RECOVERY SERVICES INVITATION FOR PROPOSAL"

Organization/Formatting

Proposals must be presented following the prescribed instructions within this Invitation. The proposal, along with all supplemental documentation required under this Invitation must be:

Submitted in electronic .PDF format

Pages numbered consecutively

Provided in the sequential order listed below:

1. Vendor Information Sheet (see Appendix A)
2. Vendor Proposal Response
3. Company W-9
4. Current Certificate of General Liability Insurance
5. Current Certificate of Workers Compensation Insurance
6. Copies of applicable certifications (i.e. SSAE SOC 2 Type II or ISO)
7. Business References (See table under Section IV)
8. Itemized Costs
9. Service Level Agreement
10. Vendor Certification Form. (see Appendix B)

Content

All information requested by this Invitation must be submitted as part of Vendor's proposal. **Only information that is received in response to this Invitation will be evaluated.**

References to information submitted to MaineHousing outside this Invitation process or references to Internet website addresses will be deemed non-responsive and will not be considered by MaineHousing.

Cross-references to other portions of a Vendor's proposal submitted in response to this Invitation are acceptable, but must reference the specific section number and heading for identification.

All proposals must include completed and signed Vendor Information Sheet (Appendix A) included in this Invitation. The Vendor Information Sheet must be placed at the front of the proposal.

All proposals must include a completed and signed Vendor Certification form attached to this Invitation under Appendix B.

VII. PROPOSAL EVALUATION

An RFP Evaluation Committee, consisting of MaineHousing employees, will review all proposals. This Evaluation Committee may contact any of the references provided by the Vendor, contact any Vendor for clarification of response, and/or seek information from any other sources concerning any aspect of this Invitation.

Subject to the selection factors, reservation of rights, and other terms and conditions of this Invitation, MaineHousing will select the proposal most advantageous to MaineHousing. The Evaluation Committee will be evaluating the detail, completeness, and accuracy of each proposal and will select the proposal that provides the best value in meeting MaineHousing's business objectives.

Vendors are cautioned the Evaluation Committee is in no way obligated to make inquiries for clarification or request omitted information regarded essential to complete a thorough evaluation of a Vendor proposal. Proposals at the time of submission that are not complete, accurate or concise, or contain discrepancies or omissions may not be considered.

Any award is contingent upon the successful negotiation of finalized contract terms. In no event will any claimed obligations of any kind be enforceable against MaineHousing, unless and until such time MaineHousing and the selected Vendor have entered into a written contract.

This Invitation and the successful Vendor's proposal, as may be modified pursuant to this Invitation, will be incorporated by reference into, and be a part of, any contract between MaineHousing and the Vendor.

RFP award scores will be based on both technical and financial evaluations through a comprehensive review and analysis by the evaluation committee.

Evaluation Scoring	Points
Qualifications and experience of entity / persons assigned to project	20

Ability of proposed services to meet requirements outlined in RFP	30
Completeness of proposal; all required documentation submitted	20
Methodology/Work Plan and Time Line	10
Proposal Pricing - Costs covered under this proposal are exempt from all Federal and State Taxes. Prices must be clear, accountable, and auditable, covering the full spectrum of services required. Costs and compensations must be consistent with current market rates.	20
Maximum Award Points:	100

VIII. TERMS AND CONDITIONS

Rights Reserved by MaineHousing

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

Adjust the timetable for this Invitation as deemed necessary.

Waive informalities and minor irregularities in proposals received.

Reject and not consider any or all Vendors who do not meet the requirements of this Invitation, including but not limited to incomplete responses and/or non-responsive proposals.

Reject any or all proposals received and not to award a contract pursuant to this Invitation, or to cancel or terminate this Invitation process at any time, whether before or after any proposals have been submitted or received, if deemed by MaineHousing to be in its best interest.

Negotiate price or other factors included in any proposal submitted to MaineHousing, and in the event MaineHousing is unable to negotiate a mutually satisfactory contract with the successful Vendor under this Invitation, MaineHousing may, in its sole discretion, negotiate with another Vendor or cancel this Invitation and not award a contract to any Vendor.

Reject the Vendor selected pursuant to this Invitation and to offer a contract to another Vendor in the event the selected Vendor does not enter into the required contract to provide related services described in this Invitation.

Negotiate directly with one Vendor if the responses to this Invitation demonstrate a lack of competition.

Correct or amend this Invitation. In no case will this Invitation be amended within seven (7) days of the proposal submission deadline unless the amendment includes an extension of time. MaineHousing will not be liable for any costs incurred as a result of changes to this Invitation.

Other Terms and Conditions

Conflict of Interest. The Vendor, any principal or affiliate of the Vendor, or anyone who will be paid for work on the Contract, that has business ties, familial relations, or other close personal relations with a current MaineHousing employee or a commissioner, or anyone who was a MaineHousing employee or

a commissioner within the past year must disclose this information under **Appendix A - Vendor Information Sheet**.

Vendor Certification Form. As a mandatory requirement of this proposal, all Vendors must complete and submit the Vendor Certification Form attached to this Invitation as **Appendix B**, along with their proposal submission.

Confidentiality and Nondisclosure. Vendor shall maintain in trust and confidence and shall not disclose to any third party, except as such disclosure may be authorized in writing in advance by MaineHousing, and shall not use for any unauthorized purpose, any and all information, documents and data received or obtained from or on behalf of MaineHousing. Vendor may use such information, documents and data only to the extent required for the purposes described in this Invitation. Vendor shall adhere to all security, confidentiality and nondisclosure policies and procedures required by MaineHousing for the protection of such information and data from unauthorized use and disclosure and from loss.

Maine Freedom of Access Act. Information submitted by a Vendor in any proposal becomes public information, and is subject to disclosure in accordance with the requirements of law, including without limitation the Maine Freedom of Access Act, 1 M.R.S.A. Section 401 et seq. ("FOAA"), except as provided therein. Vendor acknowledges that MaineHousing is required to comply with FOAA.

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

APPENDIX A
VENDOR INFORMATION SHEET

for

MaineHousing Invitation for Proposals for Backup and Recovery Services

Please provide the following information, completed and signed, and place this form at the front of the proposal:

General Information	
Company Name:	
Federal Tax ID:	
Street Address:	
City, State, Zip:	
Telephone#:	
Contact Person for Questions	
Name:	
Title:	
E-mail Address:	
Telephone#:	
Business Description	
# Years in Business:	
# Years providing Backup and Recovery Services of similar scale and composition as described in this Invitation:	
Current Company Size:	
Current # Workers:	
Evidence of Workforce expertise, experience, qualifications, and knowledge of backup and recovery services:	<i>Please be sure to include all supplemental qualification documents.</i>
Summarized Narrative of Vendor's ability to provide the	

<p>services, materials, and labor required under this RFP:</p>	
<p>List of planned resources to be included to meet the obligations of this Invitation:</p>	
<p>Conflict of Interest. Does the Vendor, any principal or affiliate of the Vendor, or anyone who will be paid for work on the contract have business ties, familial relations, or other close personal relations with a current MaineHousing employee or commissioner, or anyone who was a MaineHousing employee or commissioner within the past year? If yes, please describe here:</p>	

APPENDIX B
VENDOR CERTIFICATION FORM

for

MaineHousing Invitation for Proposals for Backup and Recovery Services

Vendor Name	
Vendor Address	

The undersigned Vendor represents and certifies as follows:

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

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

APPENDIX C
KEY PROPOSAL DATES

for

MaineHousing Invitation for Proposals for Backup and Recovery Services

All dates are subject to change at MaineHousing's discretion.

All proposal documents, correspondence, and/or questions must be emailed to: snielsen@mainehousing.org.

RFP Issuance:	
Date Issued:	<u>Friday September 4th, 2020</u>
Questions & Answers:	
Questions:	<p>Questions will be received: From: <u>Tuesday September 8th, 2020</u> to <u>Tuesday September 15th, 2020</u> no later than 5 p.m. EST</p> <p>Questions must be emailed directly to: snielsen@mainehousing.org</p>
Answers:	<p>All questions, and their subsequent answers, will be posted on the MaineHousing website for public viewing.</p> <p>Questions will be answered no later than Friday September 18th, 2020.</p> <p><i>To locate these postings, go to the MaineHousing website located at: http://www.mainehousing.org/. Click on Search and type: "RFP".</i></p>
Pertinent Proposal Dates:	
Deadline for Proposal Submission:	<p><u>Friday, September 25th, 2020</u> no later than 5:00 p.m. EST</p> <p>**Please be sure emailed proposal is in PDF format, as well as all supplemental documentation.</p>
Proposal Evaluation Review:	From: <u>Monday, September 28th, 2020</u> to <u>Wednesday, October 14th, 2020</u>
Contract Offering:	<u>Thursday, October 15th, 2020</u>

APPENDIX D

Existing Backup Strategy

for

MaineHousing Invitation for Proposals for Backup and Recovery Services

