



## Request for Proposals

### IT Audit and Assessment Services (RFP)

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#### INTRODUCTION

The Massachusetts Housing Partnership (MHP) is soliciting proposals from firms to provide an audit and assessment of its Information Technology operations. This request for proposal contains background information on MHP and specific information that must be included in the proposals submitted. The proposals must be submitted no later than 4:00 PM, March 10, 2020, via email to Charleen Tyson, [ctyson@mhp.net](mailto:ctyson@mhp.net). Written proposals are not required but may be mailed or hand-delivered to:

Charleen Tyson  
Chief Financial & Administrative Officer  
Massachusetts Housing Partnership  
160 Federal Street, 2<sup>nd</sup> Floor  
Boston, MA 02110

#### BACKGROUND

The Massachusetts Housing Partnership (MHP) is a statewide public non-profit affordable housing organization that works in concert with the Governor and the state Department of Housing and Community Development to help increase the supply of affordable housing in Massachusetts. MHP is a quasi-public agency of the Commonwealth of Massachusetts established by the General Court of the Commonwealth of Massachusetts.

MHP supports its mission in three main areas:

- MHP uses funds from the banking industry to provide long-term loans for affordable rental housing. Since 1990 MHP has provided over \$1 billion in loans and commitments for the financing of more than 24,000 units of rental housing.
- MHP offers the ONE Mortgage Program, a first-time homebuyer program for low- and moderate-income borrowers. MHP's first-time homebuyer programs – have helped 22,000 low- and moderate-income families purchase their first home with over \$3 billion in private financing.
- MHP's Community Assistance team helps communities build affordable housing and has provided technical assistance in over 330 Massachusetts communities.

MHP's total assets are approximately \$700 million and employs 53 full and part-time people at its Boston location. MHP was rated by Standard and Poor's and assigned an AA -issuer credit rating (ICR).

MHP's seven member Board of Directors is appointed by the Governor and includes the Secretary of Administration & Finance (or designee), the Secretary of the Department of Housing & Community Development (or designee), two members appointed by the Governor from recommendations by the Massachusetts Bankers Association and three additional designees. We invite you to learn more about MHP by visiting our website at [www.mhp.net](http://www.mhp.net).

## 1. PROJECT DESCRIPTION

MHP is soliciting proposals to perform a comprehensive audit and assessment of its IT systems, applications, security, policies, procedures, and personnel. Additional information regarding specifics of the existing IT infrastructure will be provided at the discretion of MHP to interested respondents. The respondent should plan on interviewing a wide-ranging selection of staff members to gain an overall picture of the current state of the IT infrastructure and needs of the staff members. MHP is seeking a report that will include, but not be limited to, a prioritized list of infrastructure, systems and applications, recommendations for new systems or upgrades if needed including assessing its current Customer Relationship Management software, contract management software recommendations, IT staffing level recommendations, current cyber security assessment, and the cyber security impact of any recommendations included in the respondent's report.

### Task 1. Review and Assess Existing IT Infrastructure

As part of this Task 1, the respondent is expected to conduct a comprehensive review and assessment of the efficiency and effectiveness of applicable IT systems including, but not limited to, systems and software related to:

- Accounting
- Center for Housing Data
- Finance
- Homeownership
- Human Resources
- Legal
- Lending
- Marketing (Customer Relations Software)
- Payroll
- Portfolio Management

### Task 2. Review and Assess Existing IT Staffing

As part of this Task 2, the respondent is expected to review, assess and make recommendations on the efficiency and effectiveness of the IT department structure and staffing.

This assessment will include interviews with staff from the perspective of IT users. Interviews should be conducted with a sample of managers and non-managers on each team.

### Task 3. IT Requirements for Expansion Space

Assess the IT technology needs for new office space (approximately 4200 sf), the construction is scheduled to begin in February and be completed in May. Make recommendations for hardware, software and vendors. A preliminary fit plan is included with this RFP.

#### Task 4. Present Findings to MHP

Present findings of analyses and assessments in Task 1, 2 & 3. Based on such findings, present any recommendations for modifications, opportunities for additional automation, improvements in IT infrastructure and/or staffing, proposed costs, and expected timing of implementation of any recommendations.

MHP will enter into a contract with one responsive, responsible, respondent based on qualifications, thoughtfulness and completeness of their response and best value.

It is expected that services will begin immediately after a contract has been signed.

Award of a contract for the work contemplated by this RFP may be subject to the approval of MHP's Board of Directors.

## 2. SELECTION SCHEDULE/TIME AND PLACE OF SUBMISSION OF PROPOSALS

The selection schedule is as follows:

Deadline for Questions:	February 24, 2020 by 5:00PM
Response to Questions Issued:	February 28, 2020
Proposal Submission Deadline:	March 10, 2020
Interviews (if needed): Selection of Firm:	Week of March 16, 2020

MHP reserves the right to alter the timeline as it deems necessary.

This RFP has been posted on MHP's website. It is the responsibility of respondents to check the website for any addenda or modifications to this RFP.

All questions should be submitted in writing on or before 5:00PM on February 24, 2020. (Email is acceptable.) Prospective respondents should note that all clarifications and exceptions including those relating to the terms and conditions of the contract must be submitted prior to submission of a proposal. Answers to all questions of a substantive nature will be posted on MHP's website at (<https://www.mhp.net>), it is the responsibility of respondents to ensure that they receive all information pertaining to this RFP by visiting the website.

Respondents to this RFP must submit one electronic file in pdf format of their proposals. Responses must be received no later than 5:00PM on February 28, 2020. The response must be sent to the email address listed above with the subject line "RFP-IT Audit and Assessment Services."

**If larger than 25MB, please provide a secure link to download the response.**

Any proposal received after the time specified will be considered a late proposal.

### 3. DIVERSE BUSINESS ENTERPRISES

MHP strongly encourages the use of Minority Owned Business Enterprises ("MBEs"), Women Owned Business Enterprises ("WBEs"), Veteran-Owned Business Enterprises ("VBEs"), and Service Disabled Veteran Business Enterprises ("SDVBEs"), collectively referred to as "Diverse Business Enterprise(s)".

### 4. SCOPE OF SERVICES AND ELEMENTS OF PROPOSAL

All proposals should provide information relating to the elements listed below in sufficient detail to allow MHP to conduct an informed and fair selection process. A submission must, at a minimum include following elements:

1. Firm background
2. Fee structure provide a lump sum fee for the requested work and the expected number of hours to be spent by each respondent team member. If you identify incremental work you believe would be beneficial to the assessment, please provide an estimate of expected hours/rates for such services.
3. Relevant experience, both with services being provided and with governmental, and/or not for profit entities.
4. Proposed staffing requirements and timelines to provide the services outlined in this RFP.
5. References from three current or previous clients whose engagement was materially similar to this request.
6. Proof of adequate financial stability and professional liability insurance. Please provide a certificate of liability insurance setting forth the firm's coverage including limits, deductibles, and a statement declaring the firm's agreement, if awarded this contract, to purchase and maintain the liability insurance set forth below as evidenced by a certificate of insurance. MHP must be listed as additional insured, if the contract is awarded.

### 5. EVALUATION CRITERIA

The MHP selection committee will evaluate and compare each submitted proposal using the following evaluation criteria. The criteria are not listed in any particular order of importance:

- The experience, knowledge, skills, qualifications, and geographic location of the firm and the individuals who will be providing the requested services
- Experience working with organizations similar to MHP
- The competitive cost of services
- The firm's ability to commit the necessary time and staff
- The clarity of the presentation/proposal submitted in response to the RFP
- Past or current client references
- The process the firm utilizes to identify, document and evaluate all aspects of an entity's IT environment

Determination of the successful respondent(s) will be made using a best value determination with the goal of making an award to the respondent who is responsible, possesses the management, financial and technical capabilities necessary to fulfill the requirements of the contract, whose proposal conforms to the RFP's requirements and who is judged by the specific criteria defined in

the evaluation to be most advantageous to MHP, with the proposed price and other factors considered.

MHP has determined that for purposes of this procurement, evaluation factors relating to the respondent's proposal are more important than the proposed price. Therefore, MHP may select a respondent who proposes a price higher than the lowest price among the responsible, eligible and qualified respondents if it is determined that the additional technical merit offered is worth the additional price in relation to the other proposals received. For evaluation purposes, if the proposals received are determined to be technically comparable, then the proposed price becomes more important.

## 6. SELECTION PROCESS

Only responses containing the Scope of Services and Elements of Proposal (Section 4) and meeting the minimum requirements set forth in the Evaluation Criteria (Section 5) may be considered for further evaluation

An internal selection committee will be convened to review the submitted proposals and this committee may or may not contact respondents for further clarification or interviews and may also contact references. The committee reserves the right to identify a "short list" of qualified respondents for follow-up interviews or to make recommendations based on the information contained in the proposals. Instructions for interviews, if required, will be provided to the short-listed firms.

MHP reserves the right to waive any of the formal requirements of this RFP, to request additional information from any respondent, to award without negotiations or discussions, to negotiate with any respondent, to reject any oral proposals or parts of proposals, to solicit new proposals, and to award contracts to one or more respondents or to reject any oral respondents as it deems in its best interest.

The firm or firms selected will begin to perform services, as needed by MHP subject to execution of a contract substantially in the form attached as Attachment 6. MHP reserves the right to negotiate the final terms of the contract and compensation. Should MHP be unable to negotiate a satisfactory fee with the selected finalists, then the next highest ranked finalist will be selected and the negotiation process repeated.

### **Attachments:**

- Attachment 1 – Scope of Services
- Attachment 2 – Organizational Chart & Key Personnel
- Attachment 3 –Description of Current IT Systems
- Attachment 4 –IT Staff Resumes & Job Descriptions
- Attachment 5 –General Provisions
- Attachment 6 –Form Contract

## ATTACHMENT 1

### SCOPE OF SERVICES

Consultant will perform a comprehensive audit of MHP's IT systems, applications, security, policies, procedures and personnel. Consultant will interview a wide-ranging selection of staff members to gain an overall picture of the current IT infrastructure and needs of the staff members, and will provide a report that includes, but is not limited to, a prioritized list of infrastructure, systems, applications, and recommended upgrades if needed. The report will also include an assessment of software, IT staffing level and optimal staffing and/or outsourcing recommendations, current cyber security assessment, and the cyber security impact of any recommendations included in Consultant 's report.

#### Task 1. Review and Assess Existing IT Infrastructure

Consultant will conduct a comprehensive review and assessment of the efficiency and effectiveness of systems and software related to: Accounting, Finance, Payroll, Human Resources, Portfolio Management, Lending, Homeownership, Legal, and Center for Housing Data.

#### Task 2. Review and Assess Existing IT Staffing

Consultant will review and assess the efficiency and effectiveness of applicable IT department structure and staffing.

#### Task 3. Present Findings to MHP

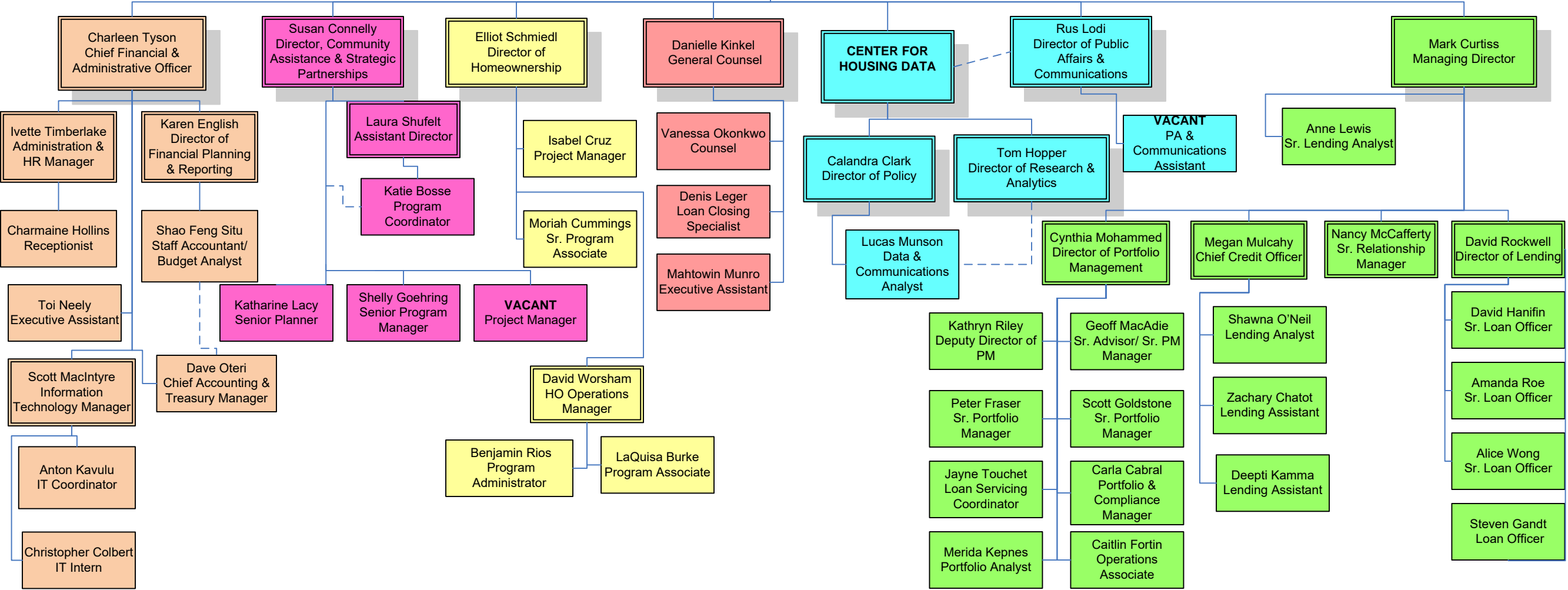
Consultant will present findings of analyses and assessments in Task 1 and 2. Based on such findings, Consultant will present any recommendations for modifications, opportunities for additional automation and improvements in IT infrastructure and/or staffing, proposed costs, and timing in connection with implementation of any recommendations.

# Massachusetts Housing Partnership's organizational chart



**BOARD OF DIRECTORS**

Clark Ziegler  
Executive Director





## ATTACHMENT 3

### Description of Current IT Systems

The MHP Information Technology Team consists of an IT Manager, IT Coordinator and the occasional intern. They manage the information technology infrastructure to provide IT services, consisting of over 20 servers hosting over 50 applications and services. The servers and services are physical, virtual or cloud-based and largely running on the Microsoft Windows Server 2008 through 2019 platform. The applications are a combination of out-of-the box, configured and custom applications. The IT Team provides technical consulting for each department and manages technical projects for the agency. The IT Team provides end-user support for our 53 employees and in 2019 handled 3551 incidents while managing over 85 vendors.



# SCOTT MACINTYRE

Information Technology Professional

Phone: (508) 494 2406 | Email: smacintyre@gmail.com

Address: 173 West Street, Mansfield, MA 02048

## SKILLS

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### Cloud

Amazon Web Services, Google Apps Enterprise, MS Office 365 Enterprise, MS Dynamics CRM, BaseCamp, Sophos Cloud

### Server Platforms

MS Windows Server, MS Hyper-V, MS Exchange, MS IIS, MS Sharepoint, MS SQL Server, MS Dynamics GP.

### Network

MS WSUS, Solarwinds Patch Manager, Backup Exec, Citrix, VPN, Shoretel VOIP, MiTel VOIP, Dell switches, Aruba wireless, MS Active Directory, DNS, DHCP, TCP/IP.

### Reporting

ArcGIS, Crystal Reports, FRx, MS SSRS, SQL, MS Excel, MS Access, ODBC, Relational databases.

### Security

Sophos firewalls, Sophos Endpoint Protection, Sophos Intercept X, Sonicwall firewalls, Symantec Endpoint Protection, Cisco firewalls.

### Sites Hosted

[www.massdocs.com](http://www.massdocs.com)  
es2.mhp.net  
MHP Board of Directors site (private)

## WORK EXPERIENCE

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### INFORMATION TECHNOLOGY MANAGER - MASSACHUSETTS HOUSING PARTNERSHIP - Boston, MA - 2008 - Present

A non-profit, affordable housing lender with a loan portfolio over \$900MM.

- Managed all aspects of the IT Department including Project Management, Data Center Operations and Security, Policy Development, Network, Remote Access, Email and Database Administration. Managed staff and vendor relationships. Reports to Chief Financial Officer.
- Managed the development of multiple initiatives including a web-based loan origination and servicing system, portfolio management applications, Customer Relationship Management (CRM) system, Board of Directors web site and company intranet.
- Developed security program including Written Information Security Program, threat intelligence, vulnerability and penetration testing, annual staff security awareness training and staff phishing testing. Acted as security lead responding to banks' security assessments and advised departments on requirements for their 3<sup>rd</sup> party security assessments.
- Developed technical policies including WISP, Disaster Recovery, Remote Access, Data Center Security, Acceptable Use, and Password Management policies.
- Trained IT staff in network administration and desktop support.

### INFORMATION TECHNOLOGY COORDINATOR - MASSACHUSETTS HOUSING PARTNERSHIP - Boston, MA - 1997 - 2008

- Created and implemented company-wide data plan to standardize systems on a common data platform with web-based reporting capabilities. Migrated legacy databases and applications to current platform.
- Designed and managed network. Migrated Data Center from previous location.
- Designed and implemented Firewall/DMZ, Remote Access/VPN, centralized Backup, Power Management, Endpoint Security, and Remote Desktop Management/Patching systems.

### MANAGER OF CLIENT SUPPORT -- CAREER FINDERS, INC. - Needham, MA - 1992 - 1997

A start-up software company developing a web-based product used by the employment industry.

- Created client support department. Developed client support tracking and reporting systems. Provided technical phone support to clients, producing a retention rate of over 95%.
- Programmed product installation programs in C.
- Developed testing procedures to insure data integrity and program functionality. Tested software and provided bug reports to development team as part of a monthly software distribution.
- Administered network and provided technical support for colleagues.

## EDUCATION

BACHELOR OF SCIENCE - Northeastern University - Boston, MA -1995

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**ANTHONY KAVULU**  
**21 Hawthorn Ave**  
**Needham, MA**  
**617-640-9438**  
**kstonny@yahoo.com**

**Summary:**

- Troubleshooting Operating systems and customer service.
- Computer Hardware and software configuration as well as maintenance.

**Certifications:**

**University of Washington 2019**

Introduction to Cyber security

**University of Colorado system**

Windows server management and security 2018

**Boston Center for Adult Education. BCAE**

PC Security Certification 2018

**Google IT Support Professional Certificate**

System Administration and IT Infrastructure Services 2018

**Computer and Network security for end users 2016**

**CompTIA, (November 2011), 2009 Essentials Certificate**

**Technical Skills:**

**Operating Systems:** Windows, Apple, Linux

**Help Desk Software:** School Dude, Track-It, Dame Ware, Apple Remote Desktop, Expert Assist, Service Desk, Kace Help Desk System, and Team Viewer, solar winds, and Bomger Change gear. Windows Admin Center

**Application Software:** Microsoft Office for Mac /& PC, Photoshop, Adobe acrobat X, Moodle, Microsoft Exchange Mail System, Citrix, Filmmaker Pro

**Management Systems:** Active Directory, LDAP

**Databases:** SharePoint, Power Campus

**Server OS:** 2003/2008, 2012, 2016, 2019 and OSX Server.

**Networks:** Troubleshooting networks in a user environment, Network cabling from wall jack to patch panel.

**Printers:** Troubleshooting and connecting printers in a networked environment.

**Computer security and Network security:** Antivirus and Firewalls (UTM 9 Sophos, Dell sonic wall).

**WSUS:** windows server update service, Solarwinds

**Backup software:** Backup Exec

**Computer Hardware:** APC's, server and rack installations, Laptops and end user Desktop Hardware.

**VOIP Phone systems:** Mitel.

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**Experience**

Mass Housing Partnership

**Information Technology coordinator****April 2016-present**

Responsibilities:

- Manage User accounts, network rights, and access to network resources.
- Maintain baseline system security according to organizational policies
- Provide ongoing optimization and problem-solving support
- Install, update, and troubleshoot systems/servers
- Troubleshoot hardware/software interface and interoperability problems
- Oversee installation, implementation, configuration, and support of system components
- Manage system/server resources including performance, capacity, availability, serviceability, and recoverability
- Monitoring and updating of endpoint security system on workstations and servers to ensure Desktop security.
- Manage backup and archiving systems according to documented schedule.
- Manage printers, scanners, copy machines and related software maintenance schedules and Warranties to ensure efficient operation for users.
- Manage workstations, including migrations and hardware/software upgrades to ensure efficient Operation for users.
- Maintain accurate hardware and software inventories as well as all warranties.
- Provide user support for desktop applications.
- Perform other duties as assigned to achieve MHP Mission.

*Buckingham Browne & Nichols, Cambridge.***May 2015 to April 2016****Information Technology Specialist [Part-time]**

- Respond to telephone calls, emails, and in-person requests for technical support and monitor all support requests to ensure timely resolution.
  - Provide administrative assistance to the Director of Information Technology in maintaining accurate inventory records, payments, and organization of all equipment, software, services, calendars, meetings, mail, help-requests, etc.
  - Assist administrators, teachers, staff, students, and guests using technology and software as requested, frequently traveling to their locations to solve their problems.
  - Assist in the installation and maintenance of computer workstations, laptops, printers, mobile devices, software, and related equipment as needed.
  - Troubleshoot and resolve (or escalate) common hardware, software, operating system, network, audio-visual, phone, and printing problems.
  - Provide audio-visual set-up and support (computers, projectors, audio systems) to school functions and meetings, as needed on all campuses, including some early-morning, evening and weekend events on a flexibly scheduled.
  - Provide other support functions and perform multiple duties as directed by IT supervisors.
  - Configuring and supporting windows and IMac Desktops
  - Use and support of applications like MS Office Suite, Anti-Virus
  - Doing Preventative Maintenance to Networked systems
  - Installation and configuration of software in the Networked environment as well as local Media
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<i>Pine Manor College, Chestnut Hill, MA</i> <b>Tier 1 and Tier 2 Desktop Support &amp; Multimedia Services</b>	June 2013 to November 2014
<i>Winsor School, Boston, MA</i> <b>Help Desk Technician Tier 1 &amp; 2 [contract]</b>	January 2012 to April 2013
<i>Boston Architectural College, Boston, MA</i> <b>Helpdesk, Desktop support &amp; Multimedia services Tier 1&amp;2 (part time)</b>	April 2011 to June 2013
<i>Staples, Needham, MA</i> <b>Computer Tech Support (seasonal)</b>	July 2010 to September 2010

**Education****University of Maryland**

Pursuing a Master's in Financial Management and Information Systems online 2015.[on Hold due to Inadequate Finances]

**Kampala International University, 2009**

Bachelor's Degree, Concentration in Development Studies (Economics)

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<b>Team: Center for Housing Data</b>		<b>Location: Boston</b>
<b>Job title: Information Technology (IT) Manager</b>		
<b>Reports to: Chief Financial &amp; Administrative Officer</b>		
<b>Date prepared or updated: 4/2018</b>	<input checked="" type="checkbox"/> <b>Full-time</b> <input type="checkbox"/> <b>Part-time</b> <input type="checkbox"/> <b>Contractor</b> <input type="checkbox"/> <b>Intern</b>	<b>Hours 37.5 per week</b> <input checked="" type="checkbox"/> <b>Exempt</b> <input type="checkbox"/> <b>Nonexempt</b>
<b>SALARY GRADE:</b>		

**About Us:**

MHP works with communities, developers and borrowers to create innovative policy and financing solutions that provide affordable homes and better lives for the people of Massachusetts.

**About the Opportunity:**

Responsible for analyzing and directing all IT related activities at MHP. This position is accountable for ensuring continuity of computer services through planning, technical leadership, and project coordination.

**Essential Functions and Responsibilities**

- Manages IT staff with direct system management and operations responsibilities according to all HR policies and procedures.
- Project management of improvements in existing information systems according to annual IT plan as approved by CFO.
- Consults with business units as requested and necessary on systems analysis, software development and vendor selection.
- Actively participate in organizational strategic planning for IT as requested and necessary.
- Manages Information Security by designing, implementing, and enforcing security controls, safeguards, policies, and procedures. Manages security awareness training for staff.
- Manage network security including firewalls, DMZ and endpoint protection. Investigates security incidents to reduce or eliminate operational interruptions.
- Manages 3rd party information security audits for Lending and Homeownership partners.
- Manages the development and revision of IT and security policies, including Information Security, Remote Access, Data Center Access, Firewall and Password Policies.
- Management of the web servers that host es2.mhp.net, www.massdocs.com, board.mhp.net and the MHP intranet.
- Design and maintenance of all physical, virtual and cloud networks, including the administration of servers, firewalls, routers and switches.

- Email service administration, including spam filtering and email archiving system to ensure availability of email.
- Database administration of all including ONE, PMIS, SharePoint, Dynamics and Real Synergy, to ensure systems are functioning at peak performance to support the operations.
- Manages reporting framework of relational databases and applications. Creates scripts and reports using SQL, SSRS, Crystal Reports, ArcGIS, MS Excel and MS Access.
- Manage remote access availability to MHP's systems.
- Manage VOIP phone system to reduce or eliminate operational interruptions.
- Selection and maintenance of positive, effective and cost efficient vendor relationships.
- Ensures support to computer users in a Microsoft Windows/Office environment.
- Other duties as may be assigned

### **Education, Skill, and Experience Required**

- Bachelor's degree and experience supporting Microsoft servers, DNS, DHCP, Active Directory, TCP/IP and network hardware (routers, switches, hubs, wireless access points, print servers, fax servers, printers)
- Experience with email, database and web server administration MS Exchange Server, MS SQL Server, MS SharePoint, MS Internet Information Server.
- Experience with network security (Sophos and SonicWALL firewalls), endpoint protection (Sophos Endpoint Protection and Intercept X) and remote access (VPN, Citrix.)
- Experience with virtual and cloud systems, including Amazon Web Services, Microsoft Office 365, Google Enterprise Apps, Microsoft Dynamics CRM and Microsoft Hyper-V.
- Experience with relational database reporting, including Transact-SQL, SSRS, Crystal Reports, ArcGIS, ODBC, Microsoft Access and Microsoft Excel.
- Experience with Symantec Backup Exec, Microsoft Software Update Services and Solarwinds Patch Manager.
- Experience with MiTel and ShoreTel VOIP phone systems and Aruba wireless systems.
- Excellent communication skills
- 5-10 years experience with network administration and project management, supervisory experience a plus

### **Work Environment**

This position operates in an office environment and routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, and fax machines. On occasion, the job will require attendance and presentations at public forums and meetings outside of the office.

### **Job Requirements and Physical Demands (with or without accommodation)**

This position is mostly sedentary in an office space and requires the ability to sit at a desk, frequent walking, bending or standing as necessary.

- Requires close visual acuity
- Must be able to climb, balance, reach stand, walk sit, push, pull, lift, finger, grasp, talk, see, hear, and be capable of repetitive motion
- Requires exerting up to 50 pounds of force occasionally and/or 30 pounds of force frequently

**Position Type and Expected Hours of Work**

- This is a full-time position, exempt position.
- This position is suitable for regularly scheduled work at home arrangements with required meetings at MHP’s offices.
- Video conference capability is required when working at home.

**Travel**

Travel may be required within Massachusetts occasionally.

**Other Duties**

Please note this job description is not designed as a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

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MHP is an equal opportunity employer and is committed to creating an inclusive environment for all employees. MHP does not make hiring decisions based on age, race, gender, religion, disability or any other characteristic protected by applicable law.

The above is intended to describe the general content of and requirements for the performance of this job. It is not designed as a comprehensive statement of duties, responsibilities or physical requirements. Nothing in this job description restricts management’s right to assign or reassign duties and responsibilities to this job at any time.

**Signatures**

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This job description has been reviewed by:

**Manager**\_\_\_\_\_

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

**Employee**\_\_\_\_\_ **Date**\_\_\_\_\_



<b>Team:</b> Center for Housing Data		<b>Location:</b> Boston
<b>Job title:</b> Information Technology (IT) Assistant		
<b>Reports to:</b> IT Manager		
<b>Date prepared or updated:</b> 4/2018	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Contractor <input type="checkbox"/> Intern	<b>Hours 37.5 per week</b> <input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt
<b>SALARY GRADE:</b>		

**About Us:**

MHP works with communities, developers and borrowers to create innovative policy and financing solutions that provide affordable homes and better lives for the people of Massachusetts.

**About the Opportunity:**

Provide software and network support, training and troubleshooting in a Windows/Office environment. This position works with the IT Manager on the implementation of new technologies, such as upgrading systems with the latest versions of software, the rollout of new hardware and staff training.

**Essential Functions and Responsibilities**

- Routine user administration tasks on Windows networks, including patch management, password maintenance, file recovery and directory security.
- Monitoring and updating of endpoint security system on workstations and servers to ensure desktop security.
- Manage backup and archiving systems according to documented schedule.
- Manage printers, scanners, copy machines and related software maintenance schedules and warranties to ensure efficient operation for users.
- Manage workstations, including migrations and hardware/software upgrades to ensure efficient operation for users.
- Manage VOIP phone system, providing training and troubleshooting to users.
- Maintain accurate hardware and software inventories as well as all warranties.
- Provides user support for desktop applications.
- Other duties as assigned to achieve the mission of MHP.

**Education, Skill, and Experience Required**

- Strong organizational and interpersonal skills.
- Solid technical and problem solving skills.



- Ability to work independently and manage multiple projects.
- Bachelor's degree or equivalent work experience preferred.
- Windows Server, Backup Exec, Microsoft Software Update Service, Sophos Endpoint Protection, SharePoint and ShoreTel experience a plus.

**Work Environment**

This position operates in an office environment and routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, and fax machines. On occasion, the job may require attendance at meetings outside of the office.

**Job Requirements and Physical Demands (with or without accommodation)**

This position is mostly sedentary in an office space and requires the ability to sit at a desk, frequent walking, bending or standing as necessary.

- Requires close visual acuity
- Must be able to climb, balance, reach stand, walk sit, push, pull, lift, finger, grasp, talk, see, hear, and be capable of repetitive motion
- Requires exerting up to 50 pounds of force occasionally and/or 30 pounds of force frequently

**Position Type and Expected Hours of Work**

- This is a full-time position, non-exempt position.
- This position is suitable for regularly scheduled work at home arrangements with required meetings at MHP's offices.
- Video conference capability is required when working at home.

**Travel**

Travel may be required within Massachusetts occasionally.

**Other Duties**

Please note this job description is not designed as a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

## ATTACHMENT 5

### GENERAL PROVISIONS

- a. MHP reserves the right to reject any or all responses or parts of responses, to solicit new responses, and to award contracts as it deems to be in its best interest.
- b. MHP hereby notifies all respondents that Diverse Business Enterprises will be afforded full opportunity to submit offers and/or proposals in response to this RFP and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.
- c. MHP is not liable for any costs incurred by a respondent in the preparation and production of a proposal or for any work performed prior to contract execution.
- d. MHP reserves the right to waive any informalities, minor deviations, insignificant mistakes, and matters of form rather than substance and to seek clarification of the proposal, which can be waived or corrected without prejudice to other respondents, potential respondents, or MHP.
- e. A proposal may be modified or withdrawn by a respondent up to (10) business days after the proposal submission deadline by email to the Chief Financial and Administrative Officer.
- f. Any proposal submitted in response to this RFP that is not modified or withdrawn as specified in above, shall be considered a firm offer and shall remain effective unconditionally for ninety (90) days.
- g. During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as required under law).
- h. Unless otherwise specified in the response to the RFP, the quoted price includes all overhead, insurance, fees, and licenses applicable to the delivery or services set forth in the proposal. MHP is not subject to sales tax.
- i. MHP is subject to the requirements concerning the disclosure of public records under the Massachusetts Public Records law, M.G.L. c. 66, and thus documents and other materials made or received by MHP are subject to public disclosure when requested.
- j. MHP may request evidence of good standing with the Massachusetts Secretary of State's Office prior to entering into any contract.
- k. A respondent will not be selected if it appears on any list of debarred or suspended contractors maintained by the Commonwealth or the Federal government.
- l. See the attached contract form for other certifications and other provisions with which the selected respondents must comply. MHP reserves the right to modify this contract and certifications to the extent it deems necessary.

**Consultant/Contractor:** XXXXXXXXXXXX  
**Email:** XXXXXXXXXXXX  
**Project:** XXXXXXXXXXXXXXXXXXXX  
**Amount:** not to exceed \$XXXX, and/or \$XX per hr  
**Completion Date:** XXXXXXXXXXXXXXXXXXXX  
**Account:** XXXX-XXX-XXX

## CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Massachusetts Housing Partnership Fund Board, a body politic and corporate having its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 ("MHP"), and \_\_\_\_\_, a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_, Massachusetts \_\_\_\_\_ ("Contractor").

### 1. **Services.**

Contractor agrees to provide timely the services described in Schedule A to this Contract (the "Services"). Contractor warrants that the Services will be consistent with generally accepted business practice in Contractor's area of expertise. Also, Contractor agrees that the Services will be completed on or before \_\_\_\_\_, 20\_\_ unless otherwise agreed in a writing signed by Contractor and MHP.

### 2. **Compensation.**

In full consideration for Contractor providing the Services and performing all Contractor's other obligations under this Contract, MHP agrees to pay the compensation described in Schedule B to this Contract (the "Compensation"). The maximum total amount paid to Contractor for providing the Services will be \_\_\_\_\_ (\$ \_\_\_\_\_.) unless otherwise agreed in a writing signed by Contractor and MHP.

To the extent that Contractor is or may be deemed to be a state employee as defined in the conflict of interest law, Massachusetts General Law, Chapter 268A and the regulations promulgated thereunder, MHP shall require, as a condition to payment hereunder, the submission of a current Certificate of Completion of the on-line training course offered by the State Ethics Commission.

### 3. **Termination.**

Either party may terminate this Contract upon seven (7) days prior written notice to the other party. In the event of an unforeseen public emergency mandating immediate action, MHP may terminate this Contract without cause and without penalty upon immediate written notification to Contractor.

Upon termination of this Contract, Contractor will promptly submit to MHP a final invoice for work performed up to the effective date of termination.

Further, immediately upon any termination of this Contract or other termination of Contractor's right to possess and/or use Confidential Information (as defined in Section 5 herein), Contractor shall turn over to MHP (or destroy and certify the same in writing, if requested in writing by MHP) all disks, tapes, drawings, notes, memoranda, specifications, devices, documents, or any other tangible or intangible embodiments of any Confidential Information, as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation,

documents, tapes, electronic records, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) and shall deliver to MHP all finished or unfinished documents, work product, data, studies and reports, and all other property, prepared or purchased by Contractor in the course of performing the Services.

**4. Independent Contractor [SHORT FORM – FOR SOLE PROPRIETOR]**

The parties intend and agree that Contractor is an independent contractor and not an employee or agent of MHP. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between MHP and Contractor.

Subject to the terms and conditions of this Contract, Contractor alone will control the manner and means by which the Services are provided to MHP. As Contractor is not an MHP employee, MHP shall not take any action or provide Contractor with any benefits or commitments inconsistent with Contractor's status as an independent contractor. In particular:

- MHP will not withhold FICA (Social Security) from Contractor's payments.
- MHP will not make state or federal unemployment insurance contributions on behalf of Contractor.
- MHP will not withhold state and federal income tax from payment to Contractor.
- MHP will not make contributions to or on behalf of Contractor for any insurance or benefit plans or programs available to MHP's employees.
- MHP will not obtain workers' compensation insurance on behalf of Contractor.

**4. Independent Contractor. [LONG FORM – FOR ORGANIZATION]**

a. The parties intend and agree that Contractor and any subcontractor ("personnel") hired by Contractor are independent contractors and not employees or agents of MHP. Subject to the terms and conditions of this Contract, Contractor alone will control the manner and means by which the Services are provided to MHP. As neither Contractor nor its personnel hired are MHP's employees, MHP will not take any action or provide Contractor or its personnel with any benefits or commitments, including, without limitation, withholding of FICA (social security) from Contractor's payments; making state or federal unemployment insurance contributions on behalf of Contractor or its personnel; withholding of state and federal income tax from payments to Contractor; making disability insurance contributions on behalf of Contractor or its personnel; and obtaining worker's compensation insurance on behalf of Contractor or its personnel.

b. Contractor shall bear sole responsibility for payment of compensation to its personnel, including, if applicable, state and federal tax withholding, social security taxes, unemployment insurance, health or disability insurance, retirement benefits or other welfare or pension benefits, if any, to which such personnel may be entitled. Contractor agrees to defend, indemnify and hold MHP, its officers, directors, agents and employees and the administrators of MHP's benefits plans, harmless from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance and benefit matters.

c. Contractor shall obtain and maintain in effect written agreements with personnel who participate in or perform any of the Services. Such agreements shall contain terms sufficient for Contractor to comply with all provisions of this Contract, and shall confirm that such personnel shall have no status as employees of MHP and claim under any MHP benefit plan, and shall ensure that such personnel have read and agreed to abide by the terms of this Contract, including, without limitation, paragraph 5.

## 5. Proprietary/Confidential Information.

Contractor agrees that any inventions, discoveries or improvements made, developed or conceived by Contractor during the performance of the Services will be the exclusive property of MHP, and Contractor will have no right, title or interest in any such proprietary information.

Contractor also agrees that Contractor will not disclose any "Confidential Information" as defined below in Section 5a, and will take reasonable steps to prevent the disclosure of Confidential Information by employees and agents of Contractor.

Contractor shall comply with M.G.L. c. 66A (fair information practices) if Contractor has access to personal information, as defined in M.G.L. c. 93H, or personal data, as defined in M.G.L. c. 66A and shall comply in all respects with the Contractor Certification attached hereto and made a part hereof.

a. **CONFIDENTIAL INFORMATION.** Confidential Information shall mean information that (i) is disclosed in writing or other tangible form to one party by the other party or by a person having an obligation of confidence to such party and is designated in such writing or tangible form as confidential or proprietary (or, if disclosure is made orally, is designated as confidential by the person disclosing the information or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential); (ii) is not generally known in the relevant industry or industry segment; and (iii) affords possessors of the information a commercial or business advantage over others who do not have the information; and (iv) to the extent not included in (i)-(iii) hereof, is information deemed confidential, described in Section 5b below.

Further, without granting by implication any rights with respect to any particular item of Confidential Information, the following also shall be deemed conclusively to be Confidential Information: (i) any data, information, documents, flow charts, logic diagrams, relating to the Confidential Information; and (ii) any accounting, financial or statistical data or information, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data or the like, not generally known to the public.

b. **INFORMATION DEEMED CONFIDENTIAL.** Without limiting the provisions of the preceding paragraphs and whether or not otherwise meeting the criteria described therein, any and all documents, data, financial statements, or other information containing the identity of and/or pertaining to MHP borrowers or customers ("MHP Customers") and any and all financial information pertaining to MHP Customers as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) shall be deemed conclusively to be Confidential Information.

c. **SECURITY OF CONFIDENTIAL INFORMATION.** Contractor will maintain all such Confidential Information under secure conditions, using reasonable security procedures, practices and measures appropriate to the nature of the Confidential Information, and in any event not less than the same security procedures used by Contractor for the protection of its own Confidential Information of a similar kind, to protect Confidential Information from unauthorized access, destruction, use, modification or disclosure.

d. **NON-DISCLOSURE OBLIGATION.** Except as otherwise may be permitted by this Contract, Contractor shall not disclose any Confidential Information to any third party without the express prior written consent of MHP provided, however, that Contractor may disclose appropriate portions of Confidential Information to those of its personnel who have a substantial need to know the

specific information in question in connection with Contractor exercise of rights or performance of obligations under this Contract so long as all such personnel have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Contract.

e. **COMPELLED DISCLOSURE.** If Contractor is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then Contractor will not be liable for disclosure of Confidential Information required by such order if Contractor complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then Contractor shall move for or otherwise request a stay of such order to permit MHP to respond as set forth in this paragraph; (ii) Contractor immediately notifies MHP of the motion or order by the most expeditious possible means; and (iii) Contractor shall join or agree to (and in any case shall not oppose) a motion or similar request by MHP for an order protecting the confidentiality of the Confidential Information, including joining or agreeing to (and in any case not opposing) a motion for leave to intervene by MHP.

f. **COPYING OF CONFIDENTIAL INFORMATION.** Except as otherwise may be permitted by this Contract, Contractor shall not use, copy, duplicate, compile, disassemble, record, or otherwise reproduce any part of any Confidential Information, nor attempt to do any of the foregoing, without the prior written consent of MHP. Any tangible embodiments of Confidential Information that may be generated, either pursuant to or in violation of this Contract, will be deemed to be the sole property of MHP and fully subject to the obligations of confidence set forth herein.

g. **REPORTS OF MISAPPROPRIATION/UNAUTHORIZED DISCLOSURE/SECURITY BREACH.** Contractor shall immediately report to MHP any attempt by any person of which Contractor has knowledge or becomes aware to use, disclose or copy Confidential Information without authorization by MHP and the nature, circumstances and details of any such attempts and incidents, including at a minimum, the nature of the breach of security or unauthorized acquisition or use of Confidential Information; the number of individuals affected (if applicable); actions taken to address the security issues; measures taken to prevent similar security issues; and contact information for an individual at Contractor concerning the security issue.

#### 6. **Ownership of Work Product.**

All Contractor's interim and final work product, including but not limited to all reports or other documents prepared pursuant to this Contract, shall be forwarded upon completion to MHP and shall become the exclusive property of MHP. MHP may duplicate, reproduce, publish, and distribute materials prepared pursuant to this Contract without providing additional compensation to Contractor.

#### 7. **Assignment / Delegation.**

This Contract may not be assigned by Contractor without the prior written approval of MHP. The Services may not be subcontracted or delegated in whole or in part to any other person or entity without the prior written approval of MHP.

#### 8. **State Contract Certifications.**

Contractor certifies, acknowledges and agrees that it shall observe and at all times material hereto be in compliance with the Contractor Certification annexed hereto and made a part hereof, and that Contractor's representations and covenant concerning observance and compliance with the contents of the Contractor Certification shall be re-acknowledged and confirmed without further action on the part of the

Contractor in connection with each and every future contract for goods and/or services, consulting contract, services contract, and memorandum of understanding between Contractor and MHP.

**9. Indemnification.**

Contractor will indemnify and hold harmless MHP, including its officers, agents and employees, against any and all claims, liabilities, losses, damages, costs and expenses that MHP may sustain or incur in connection with this Contract or arising out of the Services, including, but not limited to, the negligent, reckless or intentional conduct of Contractor or Contractor's agents or employees.

**10. Miscellaneous.**

This Contract contains the entire agreement of the parties and may not be modified except by agreement in writing signed by the parties. If any portion of this Contract is found to be unenforceable, the remaining portions of this Contract will continue to be enforced to the fullest extent permitted by law. Time is of the essence of this Contract. Any notice required or permitted to be given under this Contract will be deemed to have been given if in writing and delivered by hand or sent certified mail, postage prepaid, to the party at the address set forth above. This Contract will be governed by the laws of the Commonwealth of Massachusetts.

Signatures next page

sample form of contract and contractor certification

IN WITNESS WHEREOF, the parties have entered into this Contract under seal as of the date set forth above.

MASSACHUSETTS HOUSING  
PARTNERSHIP FUND BOARD

ABC CORPORATION

By: \_\_\_\_\_  
Clark L. Ziegler  
Executive Director

By: \_\_\_\_\_  
Name  
Title  
Hereunto duly authorized

Approved as to form:	_____	_____
	Legal Counsel	Date
Approved as to funds:	_____	_____
	Chief Financial & Administrative Officer	Date

Contractor's Tel. No. \_\_\_\_\_

Contractor's Fax No. \_\_\_\_\_

Contractor's Tax ID No. \_\_\_\_\_

Contractor is a minority business enterprise/sole proprietor \_\_\_

Contractor is a women's business enterprise/sole proprietor \_\_\_

Contractor is a MA Supplier Diversity Office (SDO) certified minority business enterprise \_\_\_

Contractor is a MA Supplier Diversity Office (SDO) certified women's business enterprise \_\_\_

sample form of contract and contractor certification



## CONTRACTOR CERTIFICATION

In connection with the engagement of \_\_\_\_\_ (“Contractor”) a \_\_\_\_\_ for the Massachusetts Housing Partnership Fund Board, its successors and assigns, (“MHP”) with regard to [if applicable, PROJECT NAME], Contractor hereby certifies to MHP, under the pains and penalties of perjury, as follows:

The Contractor is qualified to perform the engagement and possesses, or shall obtain, all requisite licenses and permits to complete performance under the engagement; the Contractor is in compliance with all federal and state tax laws, including M.G.L. c. 62C, sec. 49A; pursuant to M.G.L. c. 151A, sec. 19A and M.G.L. 152, the Contractor will comply with all laws and regulations relating to payments to the Employment Security System and required workers’ compensation insurance policies; if consistent with accepted business practice in the area of the Contractor’s expertise, the Contractor will carry professional and personal liability insurance sufficient to cover its performance under this engagement; the Contractor will comply with all relevant prevailing wage rate and employment laws; the Contractor is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00, and the Contractor is either a "qualified employer" (the Contractor has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements) or an "exempt employer"; pursuant to M.G.L. c. 156B, sec. 109 (business corporations), c. 180, sec. 26A (non-profit corporations), and c. 12, sec. 8F (public charities), if applicable, the Contractor has filed all required certificates and reports with the Secretary of State and the Attorney General’s Office; the Contractor is not currently debarred or suspended by the federal government or the State under any law or regulation, including Executive Order 147, M.G.L. c. 29, sec. 29F and M.G.L. c. 152, sec. 25C; the Contractor will comply with Executive Orders 130 (anti-boycott covenant), 346 (privatization and hiring state employees), M.G.L. c. 268A (the Conflict of Interest Law), M.G.L. c. 7, sec. 22C (companies with offices in Northern Ireland). Pursuant to Executive Order 481, that the Contractor shall not knowingly use undocumented workers in connection with the performance of this engagement; that pursuant to federal requirements, Contractor shall verify the immigration status of all workers assigned to such engagement without engaging in unlawful discrimination and that the Contractor shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of the engagement may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

For all contracts involving the Contractor’s access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division’s Security Policies available at [www.mass.gov/ITD](http://www.mass.gov/ITD) under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under the engagement, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards and policies;

(2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at [www.mass.gov/ITD](http://www.mass.gov/ITD) under Policies and Standards;

(3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;

(4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;

(5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Agreement, and any breach of these terms may be regarded as a material breach of this Agreement;

(6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of the engagement, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

[CONTRACTOR NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Hereunto duly authorized

*This certification may be signed and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.*

**Schedule A**  
**Services**

Contractor agrees to provide [and/or oversee] the following services:

sample form of contract and contractor certification

**Schedule B**  
**Compensation**

[Sample with hourly rate and cap]

Contractor shall bill MHP for Services at a rate of \$\_\_\_\_\_/hr for Contractor, [and\_\_\_\_\_/hour for Contractor's research associate], up to a maximum of \$\_\_\_\_\_, inclusive of the cost of purchasing data, overhead and out-of-pocket expenses. [or language specific to how additional expense will be handled]

Contractor estimates it will spend \_\_\_\_ hours working on the project [and the research associate will spend \_\_\_\_ hours]. Contractor will bill only for actual hours used. [Contractor will bill for hours worked after each phase of the project is complete.] Contractor will not bill in excess of the billing limit of \$ \_\_\_\_\_ without prior agreement.

If it appears that the actual number of hours necessary to complete the Services is substantially in excess of Contractor's estimate, Contractor will notify MHP. MHP and the Contractor together will determine whether Contractor should do extra work without increasing total billing, increase the billing limit, adjust the hourly billing rates, scale down the project, or some combination of the foregoing.

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