

OPERATIONAL SERVICES DIVISION

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Request for Response (RFR)

Document Title: Security, Surveillance, Monitoring and Access Control Systems

Document Number: FAC64

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Please Note: This is a single document associated with a complete Solicitation that can be found on Comm-PASS. All Bidders are responsible for reviewing and adhering to all information, forms and requirements found in all tabs and related forum records for the entire Solicitation. To locate the Solicitation associated with this document, go to www.comm-pass.com, select the "Search for solicitations" link, enter the above Document Number in the "Document Number" field, and select the "Search" button. Bidders who need help regarding Comm-PASS navigation may refer to the Comm-PASS Resource Center at www.mass.gov/osd for documents and guides. Bidders may also contact the Comm-PASS Helpdesk at comm-pass@state.ma.us or the Comm-PASS Helpline at 1-888-MA-STATE. The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal and state holidays.

Document Sensitivity Level: High during development; **Low** once published.

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1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

The Commonwealth of Massachusetts and the FAC64 Strategic Sourcing Services Team (SSST) are soliciting Bidders for the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service and Maintenance. The resulting Contract will be the primary Statewide Contract used by Executive Agencies of the Commonwealth for the goods and services covered by the Contract. The Statewide Contract will also be available for use by other Eligible Entities listed on the Issuer tab on Comm-PASS. Each Commonwealth Agency and eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Statewide Contract. Contractors will be responsible for marketing their goods and/or services to Commonwealth Agencies and other Eligible Entities.

Category 1 - Catalog Sales

The Bidder **must** be an authorized reseller or manufacturer (OEM) able to provide security equipment and supplies within the scope of this contract. Category 1 is **only** for catalog sales. **No labor charges will be allowed under this category. Bidders in this category may offer extended warranties.**

Category 2 - Security Equipment, Systems and Related Services (Including Network Based)

The Bidder **must be an authorized reseller or manufacturer able to provide security integration services; specifically the Bidder must be able to provide** equipment, systems, supplies, installation, design services, training, service and maintenance, and technical support for all equipment and related services. This includes, but is not limited to: the configuration and integration of security systems, cameras, access control systems, metal detectors and x-ray machines, ID systems and supplies, lobby turnstiles, vehicle access barriers, monitoring systems, command centers, racks, housings, security consoles, mounts, stand-alone computers, data storage, data transmission (both wired and wireless), and furniture when designed or purchased for use in a security application.

It is desirable that Bidders have in-house design capability and a demonstration center located in Massachusetts which Eligible Entities may visit and view prospective products. It is also desirable that Bidders have a bench repair center located in Massachusetts that provides factory authorized repair services.

Category 2A – Security Monitoring Services

The Bidder **must** be able to provide security monitoring services in at least two of the following types of locations: facilities (buildings, garages, tunnels, etc.), campuses (groups of buildings, that may include fencing and gates, etc.), and **residential group** homes. Category 2A is for monitoring services **only**. Bidders wishing to provide both monitoring and installation services must submit proposals under both Category 2 and Category 2A.

Category 3– Locks, Accessories and Related Equipment

The Bidder **must** be able to provide full service installation, maintenance, and catalog sales of locks, accessories, and related equipment. This includes, but is not limited to: padlocks, locks, keys, mortis locks, lock cylinders, auxiliary, deadbolt, door closures, key making machines, supplies and repair parts, handicap door openers, panic bars, hasps and hasps locks, high security locks and locking system items (jail and prison use), safes, and locksmith tools or security supplies.

1.2 Background information

This statewide contract will be replacing the following statewide contract currently in place:

- FAC64: Security, Surveillance, and Access Control Systems

Vendors on the current FAC64 Security, Surveillance, and Access Control Systems contract will be grandfathered into this contract and will not be required to submit new bids. However, they will be subject to the terms and conditions of this new contract and will have to submit updated price files and other required documentation in order to remain on contract.

1.3 Number of awards

The target maximum number of Contractors per category is listed below. This is a target number; the SSST may award more or fewer Statewide Contracts if it is in the best interests of the Commonwealth to do so.

Category Number	Category Description	Number of Awards
Category 1	Catalog Sales	5 or more
Category 2	Security Equipment and Related Services (Including Network Based)	20 or more
Category 2A	Security Monitoring Services	10 or more
Category 3	Locks, Accessories, and Related Equipment	20 or more

1.4 Adding Contractors after initial Statewide Contract award

This contract will be an open enrollment contract. If necessary to meet the needs of the Commonwealth, the contract will be reopened periodically to obtain additional bids.

1.5 Acquisition Method(s)

The acquisition method(s) to acquire goods and/or services from this Solicitation are outright purchase and Tax Exempt Lease Purchase (TELP) by using the Statewide Contract for TELP financing.

1.6 Contract Duration

Initial term of this Contract is three (3) years. In addition, this Contract has two options to renew of up to two (2) years each with a maximum Contract term of seven (7) years (including the initial term and all possible renewal options).

1.7 Performance and payment time frames which exceed Contract duration

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 3 years beyond the final termination date of this Statewide Contract. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

1.8 Estimated Value of the Contract

Please refer to the "Estimated Value (US\$)" and "Estimated Units" fields indicated on the Summary tab for this Solicitation on Comm-PASS. The Commonwealth makes no guarantee that

any commodities or services will be purchased from any Contract resulting from this Solicitation. Any estimates or past procurement volumes referenced in this Solicitation are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

1.8.1 Basis for estimated dollar value for this Statewide Contract (including all options to renew)

The “Estimated Value (US\$)” on the Summary tab for this Solicitation on Comm-PASS was based on the following: This Estimated Value was derived by reviewing Contractor reported sales to Eligible Entities for FY 2012 and multiplying by the maximum contract duration of seven years.

2 ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Solicitation: Announcement of Intent to Procure	2/11/13
Solicitation: Release Date	3/25/13
Forum: Start date for Bidders to submit written questions to the Comm-PASS forum	3/26/13
<p>Meeting: Webinar for Prospective Bidders</p> <p>This is a webinar, which you will be able to join from anywhere as long as you have a computer with internet access and a phone.</p> <p>In advance (10-15 minutes) of the meeting, please follow these steps:</p> <ol style="list-style-type: none"> 1. On your computer go to: https://commonwealthofmass.centurylinkccc.com/CenturylinkWeb/ChazPlungis 2. On the "Guest" tab, enter your name and email and click "Join Meeting" 3. On the following screen (after a delay), enter your phone number into the "Connect to the Meeting" box and click "Connect me." The system will call your phone and you will hear everything that will be said at the meeting. <p>Note: Please test the system beforehand to make sure that all the necessary software has been downloaded and the pop-up blocker has been disabled for the meeting site.</p> <p>Back-up option for dialing into the conference line. If you are unable to use the online participation option, please use the following number to dial in and listen to what is said at the meeting.</p> <p>Dial-in Number: 1-877-820-7831</p> <p>Participant Code: 151288#</p>	<p>3/27/13</p> <p>10:00am</p> <p>3/28/13</p> <p>10:00am</p> <p>4/3/13</p> <p>10:00am</p>
Forum: Deadline for submission of written questions	<p>4/2/13</p> <p>4/5/13</p>
Forum: Official answers published (Estimated)	<p>4/5/13</p> <p>4/10/13</p>

<p>Training for Online Submission</p> <p>Bidders are strongly encouraged to attend a training session.</p> <p>To register for a training class send e-mail to: comm-pass@state.ma.us</p>	<p>April 10th, 17th, and 24th</p> <p>10:00am – 12:00pm</p> <p>1:00pm – 3:00pm</p> <p>Location: OSD Training Room, One Ashburton Pl, Room 1017, 10th Floor, Boston, MA 02108</p>
<p>Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the “Amendment Deadline” on Comm-PASS).</p>	<p>4/6/13</p> <p>2:00pm</p> <p>4/12/13</p> <p>2:00pm</p>
<p>Solicitation: Close Date / Submission Deadline</p>	<p>4/26/13</p> <p>2:00pm</p>
<p>Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated)</p>	<p>5/24/13</p>
<p>Contract: Estimated Contract Start Date</p>	<p>6/1/13</p>

Times are Eastern Standard/Daylight Savings (US), as applicable. If there is a conflict between the dates in this Procurement Calendar and dates on the Solicitation’s Summary tab or Forum pages, the dates on the Solicitation’s Summary tab or Forum pages on Comm-PASS shall prevail. Any changes in the Estimated Procurement Calendar which are made after the RFR has been published will not result in amendments to the Estimated Procurement Calendar. Such changes will appear only on the Solicitation’s Summary tab and/or related Forum pages on Comm-PASS. Bidders are responsible for checking the Solicitation’s Summary tab and related Forum pages on Comm-PASS for Procurement Calendar updates.

2.1 Written questions via the Online Bidders’ Forum

The Bidders’ Forum or Online Forum is the opportunity for Bidders to ask written questions and receive written answers from the Strategic Sourcing Services Team (SSST) regarding this Solicitation. All Bidders’ questions must be submitted through the Bidders’ Forum found on Comm-PASS (See [“Locating an Online Bidders’ Forum,”](#) below). Questions may be asked only between the “QA Start” and “QA End” dates, when the “Ask a Question” link (located in the right-hand corner above the Forum’s “Question/Answer” tab) is available.

Please note that any questions submitted to the SSST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder’s question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are immediately accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder's company or other companies. The SSST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Solicitation.

Only written response(s) posted on a Bidders' Forum which has been "finalized" will be binding on the Commonwealth. The last entry in a Forum's Summary tab indicates whether answers are final.

2.2 Locating an Online Bidders' Forum

- Go to www.comm-pass.com.
- Select the "FORUMS" tab from the main navigation bar.
- Select the "Search for Bidders' forum" link.
- Enter the Document Number appearing on the front of this document in the "Referenced Solicitation Number" field.
- Select the "Search" Button.
- Select the search results link appearing at the top of the Search page.
- Select the view icon (eyeglasses) to access the Forum. There may be more than one Bidders' Forum for a Solicitation.

2.3 Site Inspection

The Contract Manager and the SSST reserves the right to make unannounced site visit to contractor's place of business, office, warehouse, storage facility.

2.4 Debriefing

The SSST will conduct debriefings for unsuccessful Bidders, if requested within 14 calendar days of Contract awards being posted on Comm-PASS. The SSST will provide debriefing guidelines in advance of each debriefing.

3 SPECIFICATIONS

3.1.1 Authorized Reseller/Dealer

Category 1, Category 2, and Category 3 - Bidders must be authorized to sell, install, and service the products for which they submit a response. The Commonwealth and Eligible Entities utilizing the contract reserve the right to request documentation at any time to substantiate authorization and certification.

Awarded Contractors must notify the OSD Contract Manager of any authorized reseller changes, additions, and deletions throughout the term of the Contract.

3.1.2 S-License Requirements and Certificate of Clearance

Category 2 Only – Per M.G.L. c. 147, sections 57 through 61, anyone wishing to engage in the business of installing, repairing, or maintaining security systems must obtain an S-License from the Department of Public Safety. Bidders are required to have a current S-license (formally known as the “Security Systems Contractors License”) issued by the Commonwealth of Massachusetts Department of Public Safety. In order to obtain an S-license, a person must hold a valid electrician’s license of any grade. Bidders must submit a copy of their current and valid S-License. Further, anyone who holds an S-license may employ as many workers as they deem necessary. However, per M.G.L. c. 147, section 60, all individuals employed by an S-license holder must obtain a certificate of clearance. This includes clerical and office personnel.

Bidder must upload a copy of their S-License with their bid. In addition, if a Bidder receives notification of a “pending award” of a contract the Bidder must provide a list of all current employee(s) with their Certificate of Clearance (COC) number(s) ([COC Application](#))([COC Instructions](#))

List employees last name and Certificate of Clearance Number and whether employee or sub-contractor

Failure to provide this information may result in bidder disqualification. In addition, Contractors will be required to provide annual updated employee lists with corresponding COC numbers, as well as S-license renewal documentation.

Category 2A – For Bidders submitting proposals under Category 2a ONLY, the S-License and Certificate of Clearance does not apply. However, if Bidder is submitting proposals under both, the requirements do apply.

3.1.3 Background/CORI check requirements

See Appendix 4: Massachusetts Department of Correction Security Requirements

3.1.4 Subcontractors

Contractors are required to ensure that all subcontractors performing work pursuant to this statewide contract comply in full with the S-licensing requirements of the Massachusetts Department of Public Safety. Additionally, Contractors are required to ensure that all subcontractors performing work pursuant to this statewide contract comply in full with the minimum levels of insurance enumerated in Section 3.3. Contractors may be required to provide documentation of sub-contractor compliance at any time if requested by OSD contract manager or authorized contract users.

3.1.5 **Company experience**

All Bidders must have been in business for at least five (5) years providing services that fall into the scope of the categories they bid prior to the close date of this solicitation.

In the case of vendors which have new Tax ID numbers as a result of a merger or acquisition, the SSST wishes to consider the experience and qualifications of the companies which combined to create the new entity.

In the response to this section, Bidders must identify any changes to the company's Tax ID which took place as a result of a merger or acquisition within the past five years. Provide a sufficient description for each merger or acquisition to enable the SSST to easily determine the years of experience of the combined entity.

Company experience will be verified with the Secretary of State's Corporation Division and/or Dunn & Bradstreet.

Access Control and Video Platforms

Category 2 Only - Bidders must have completed a minimum of ten (10) Access control System Installations; a minimum of thirty (30) readers each; have completed a minimum of five (5) IP video system installations consisting of a minimum of ten (10) cameras.

Alternative Measures of Company Experience

Bidders who do not meet the above requirement may provide an alternative narrative description of how their company has the experience and expertise necessary to be a successful vendor on this statewide contract. The explanation should be included in the Response Form and Bidder's Checklist, Attachment A.

3.1.6 **Professional Qualifications, Certifications and Licenses**

Bidders must possess all the necessary qualifications, certifications and licenses required to perform work in the categories for which they are submitting bids. Eligible Entities may require additional qualifications, certifications and licenses for the Contractor personnel employed on specific projects based on facility security requirements, type of work to be performed, and/or other factors.

After contract award, Contractors must maintain the professional qualifications, certifications and licenses required in the awarded categories. The SSST has final authority in determining whether the information and documentation provided by the Bidder is sufficient evidence of staff qualifications, certifications and licenses for the purposes of this contract.

Category 2A License and Professional Certification Requirements

Bidders must possess the following certifications or their equivalent by the bid response deadline and must upload proof of certification with the bid response:

1. Central Station Alarm Association's (CSAA) Five Diamond Central Station Certification Program
2. FM Global, Approved Central Station Company.
3. Underwriters Laboratories Approved Central Station Company.

Bidders must maintain such certification throughout the life of the contract and will be required to submit proof of certification on an annual basis to OSD's Contract Manager.

3.1.7 References

Category 1, Category 2A and Category 3 Only – Bidders must submit a list of 10 business references for customers who have experience with the vendor in the category or categories for which they are submitting a proposal. The Bidder must include the references name, title, company name, company address, e-mail address, and phone number. In addition, the Bidder must indicate the type of job performed and the value of the job. If the Bidder has had multiple engagements with the reference, use an example that is representative of the type of work performed for the customer.

Bidders who are submitting proposals under Category 2 do not need to submit references as it is covered by the requirements in section 3.1.8 below.

Minimum Number of References Responding

A minimum of 5 references must respond to the survey and answer all questions therein.

3.1.8 Financial stability including bankruptcy, litigation and contract defaults

3.1.8.1 Open Ratings/Dun & Bradstreet Reports

Category 2 Only - The SSST has chosen to utilize independent parties, Open Ratings and Dun and Bradstreet Information Services (D&B), to assist in the evaluation process in two areas, reference checking and financial stability. These reports may require a month or more to complete; Bidders are encouraged to submit the request as soon as possible. **Failure to request these two reports by 4/19/13 may result in rejection of the Response.** The Bidder is responsible for providing information to Open Ratings as needed to ensure that the reports accurately depict the Bidder's performance and financial status. Bidders are responsible for ensuring that the company name given on the Open Ratings/Dun and Bradstreet reports matches the name on the Bidder's Response.

If the Bidder does not agree with the content of the reports, the Bidder must work with Dun & Bradstreet to resolve any differences prior to submitting the reports with their Response.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form, and will send a copy of each report to the SSST.

Submit a copy of the order confirmation with your Response or you may submit a copy of the two reports dated 7/1/2012 or later as per Section 3.1.8.5. You should name the file "[Bidder Name]_Open Ratings".

3.1.8.2 Estimated Time Required for Report Preparation

Bidders are urged to request the Open Ratings / Dun and Bradstreet reports as soon as possible. Typically, reports can be prepared within 30 days; however, there can be delays in report preparation. In particular, delays can be lengthy if Open Ratings is unable to contact a sufficient number of a Bidder's references to prepare a report, and must contact the Bidder for additional references.

It is the Bidder's responsibility to submit references which can be contacted readily. Bidders must provide 20 references, including two of the Bidder's largest customers (based on

purchase volume) in Massachusetts. Members of the SSST cannot be used as references (See Section 3.1.8.6 for a list of SSST members).

If Dun and Bradstreet does not have a current Supplier Qualifier Report on file for the Bidder's company and must update the report, this can require up to an additional 10 business days. If a Bidder receives the reports but believes they contain errors, it is the Bidder's responsibility to contact: D&B's Customer Resource Center at 888-299-3118 to report any changes/updates if the issue concerns the "Supplier Qualifier Report," and the Open Ratings Coordinator (727) 329-1184; orders@openratings.com at Open Ratings if the problem is with the "Past Performance Evaluation (Supplier Performance Review)."

Bidders must ensure that the company name given on the Open Ratings/Dun and Bradstreet reports matches the name on the Bidder's Response, unless the company's name has changed during the time period between requesting the Dun and Bradstreet report and submitting the RFR Response. In that case, an explanation of the change, including the date of the change, must be provided.

3.1.8.3 **How to Order Your Open Ratings/Dun & Bradstreet Reports**

It is required all Bidders submit the request for the reports directly to Open Ratings via <http://www.ppereports.com/>. When placing an order for the Past Performance Evaluation (Supplier Performance Review) and the Supplier Qualifier Report, select the "State and County" report option at the appropriate prompt during the ordering process. The Bidder must pay online with Open Ratings for both reports.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form in the recipient section. Bidders must request that a copy of each report be sent to the SSST, to charles.plungis@state.ma.us. The online request form may prompt for additional contact information for the report recipient. If so: Charles Plungis, Operational Services Division, 10th Floor, 1 Ashburton Place, Boston, MA 02108, Tel 617-720-3313, Fax 617-727-4527.

The Past Performance Evaluation (Supplier Performance Review) report is the most time consuming to complete (as it involves the surveying of customer references). The completion of this report will trigger the generation of the D&B Supplier Evaluation Report. Bidders must not attempt to order either of these reports directly from D&B.

Bidders must retain a copy of their order confirmation as the order confirmation will need to be included with the bid response.

3.1.8.4 **Deadline for Submittal**

Failure to provide either of the following by the close date of the solicitation may result in rejection of your Response:

Include the Past Performance Evaluation (Supplier Performance Review) and Supplier Qualifier Report in the proposal submission,

Or

Include a copy of the order acknowledgement sent when the reports are ordered as directed above, showing that the **order was submitted prior** to bid submittal.

Bidders are advised to monitor the process and to contact Open Ratings if they have not received their emailed copies of the reports after a reasonable amount of time lapses. The SSST expects the reports to be received within 30 days of ordering, but reserves the right to accept reports received after this date if circumstances warrant, but will only consider doing so if the Bidder has ordered the reports prior to the bid submittal and included at least 20 customer references in their report request to Open Ratings, including two of the Bidder's largest customers (based on purchase volume) in Massachusetts.

A contract will not be signed with an apparent successful Bidder without submission of the Past Performance Evaluation (Supplier Performance Review) and Supplier Evaluation Report with scores on both reports that assure the SSST that the company's financial position and performance is viable.

Important Note:

In the past, some Bidders with accounts at D&B have ignored the above instructions and simply contacted their D&B representative and requested that a report be run. The report that is generated may or may not be the correct Supplier Qualifier Report, and that process most certainly will NOT generate the Past Performance Evaluation (Supplier Performance Review), which is prepared by Open Ratings. Please follow the instructions above.

3.1.8.5 Use of Reports that Have Been Prepared Previously

Bidders who have obtained the two required reports on or after July 1, 2012 may submit those reports instead of providing new ones. However, they must arrange with Open Ratings for a copy of both reports to be emailed to charles.plungis@state.ma.us in addition to including the reports in their Response.

3.1.8.6 Explanation Required for Certain Scores and Minimum Scores Acceptable

It is highly desirable that Bidders receive a "Supplier Risk Score" rating of 6 or less on the Supplier Qualifier Report. Bidders receiving a rating of 7 or 8 must provide an explanation sufficient to assure the SSST that the company's financial position is viable or the Bidder may be disqualified. Bidders who's "Supplier Risk Score" is 9 will be disqualified.

Bidders must receive an "Overall Performance Rating" of 75 or greater on the Past Performance Evaluation (Supplier Performance Review). Bidders who receive a score of 74 or less will be disqualified.

Bidders submitting the reports with their Responses will find space on the Response Form for any explanations needed. Bidders who receive their reports after the Response Deadline must send any required explanation to charles.plungis@state.ma.us, subject "FAC64 SQR or PPE EXPLANATION – Company Name," where "Company Name" is the name of the Bidder's Company as it appears on the Response Form. **Failure to submit an explanation by 5/24/13 may result in rejection of the Response.** Bidders must request a return receipt and follow up if they do not receive one.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form, and will send a copy of each report to the SSST.

The following list of SSST Members/Advisors cannot be utilized as D&B references:

SSST MEMBERS	ELIGIBLE ENTITY
Charles Plungis	Operational Services Division
Kathy Reilly	Operational Services Division
Bill Funk	Operational Services Division
Randal Cabral	Department of Public Health
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Korina Senior	Department of Fire Services
Michael Courtney	Bureau State Buildings
Curt Rudge	Department of Conservation and Recreation
Adam Peters	MBTA
Randy Clarke	MBTA

3.1.9 Notification of Bankruptcy Proceedings or Acquisition by Third Party

The Contractor Contract Manager shall promptly notify the Commonwealth’s Contract Manager if bankruptcy proceedings are instigated and/or the company is acquired by a third party company.

3.2 Employee requirements

Category 2 Only - Per M.G.L. c. 147, section 60, all individuals employed by an S-license holder must obtain a certificate of clearance.

Technical Certifications

Category 2 Only – It is required that the Bidder must have a minimum of one (1) certified staff person(s) in the following but not limit to: Cisco CCNE or equivalent, or Microsoft certified MCSE, MCSA, MCITP, MCTS, MCP or equivalent, Apple System or equivalent. The Bidder must submit a list the certified staff person(s), type of system certification, date of certification, expiration date of certification and the location of the certified staff person(s). The Bidder must have a certified staff person(s) available geographically in Massachusetts to service this contract. The Commonwealth reserves the right to ask for documentation from each Bidder verifying their service certified technician's training.

3.3 Insurance

The Contractor must take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this Contract. It is the Contractor's responsibility to ensure that their operations are conducted in a safe and secure manner at all times. The Contractor must replace/repair, at the Facility's sole option, any property damages made during performance.

Contractors are required to ensure that all subcontractors performing work pursuant to this statewide contract comply in full with the minimum levels of insurance enumerated in Section 3.3. Contractors may be required to provide documentation of sub-contractor compliance at any time if requested by OSD contract manager or authorized contract users.

The Commonwealth of Massachusetts is self-insured and does not pay for additional insurance, which means that it does not purchase separate personal and property liability insurance. The Commonwealth does not provide certificates or other proof of insurance since this is provided for in the statute M.G.L. c. 258 (which has the same affect). Therefore, providing this information should obviate the need for providing further proof of insurance. Departments are prohibited from insuring Commonwealth property under M.G.L. c. 29, § 30 absent specific legislative authorization. This means that a department is prohibited from insuring its property or equipment from damage or loss. In addition to being prohibited from insuring its own property, a department may not insure property it does not own. In the event that an eligible entity needs additional insurance coverage than what is provided by a Contractor and in order to adequately insure the value of the assets being moved (for example computer servers), then the eligible entity is authorized to pay a higher premium for the CONTRACTOR TO INSURE the assets for loss and replacement and NOT for the Commonwealth to purchase a separate policy in the name of the Commonwealth.

The Bidder(s) awarded contracts pursuant to this RFR must have the following insurance coverage listed below and this insurance coverage must be maintained during the life of the contract. As part of the response to this RFR, Bidders must provide certified copies of all insurance policies currently in place, including Worker's Compensation Insurance, Comprehensive General Liability Insurance, and Comprehensive Business Motor Vehicle Liability Insurance, as identified below. Prior to beginning work pursuant to this RFR with a subcontractor, the Contractor must ensure that the subcontractor is in compliance with the minimum levels of insurance enumerated in Section 3.3. Any policy limits set below shall not be interpreted to limit the Contractor's liability for personal or property damage in the performance of this Contract and the Contractor shall remain fully liable for any personal or property damages in the performance of this Contract.

3.3.1.1 Worker's Compensation Insurance

By signing the Commonwealth Standard Contract Form the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by M.G.L. Chapter 152.

3.3.1.2 Comprehensive General Liability Insurance

The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage, bodily injury and death liability; personal injury liability (with no employee exclusion), Independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. The policy must identify the Commonwealth of Massachusetts as an additional insured. This insurance shall be written with respect to all coverage, for not less than the following policy limit: one million (\$1,000,000) per each occurrence and one million (\$1,000,000) aggregate.

3.3.1.3 Comprehensive Business Motor Vehicle Liability Insurance

The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership,

maintenance or use of motor vehicle. Such coverage shall be in accordance with applicable law, including, but not limited to, the automobile insurance regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 per each occurrence; \$1,000,000 aggregate.

The general liability and motor vehicle insurance required by this RFR may be arranged under single policies for the full limits as set forth above or by a combination of underlying insurance with the balance of the limit amount provided by excess or umbrella insurance policies. All excess or umbrella insurance policies shall follow form, without exclusions or reductions in coverage over the primary liability insurance policy. All policy limits for insurance coverage required by this RFR shall be exclusive of litigation costs and attorney's fees. All policies must state that bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy, and must state that the insurer is liable for payment of amounts within any deductible applicable to the policy, with the right of reimbursement by the insured for any such payment made by the insurer.

3.3.1.4 Security Deposit or Additional Insurance

A Contractor may not charge an Eligible Entity a security deposit or additional insurance for any commodity or service under this Statewide Contract.

3.4 Commodity Specifications

All specifications in this RFR apply to all equipment and related services awarded under any contract resulting from this RFR unless specifically noted. Bidders must meet or exceed all of the required specification within this RFR. All Bidders must guarantee the equipment offered is new standard equipment and not discontinued by the manufacturer. All Equipment must be valid for sale in the United States. Equipment furnished under the terms of this contract shall be guaranteed against any defect due to faulty material and/or workmanship. Equipment must meet all federal, state and local standards for quality and safety requirements. All Electrical components utilized, including integrated circuits, will be high reliability, commercial grade.

Unless otherwise specified in this Solicitation, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Solicitation to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

3.4.1 Recalls

Contractors must notify Eligible Entities when products they have sold and/or installed are recalled by the manufacturer and comply with Section 3.2.7, Defective Equipment.

3.4.2 Approvals and standards (UL, CE, FCC, FDA, ASTM, IEEE)

UL approval is required for all electrically operated equipment under this contract where such approvals of listings have been established.

3.4.3 Warranties and guarantees

Contractors must guarantee the equipment offered is new equipment with a warranty valid in the United States of America and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practices. Equipment furnished under the terms of this contract shall be guaranteed against faulty material and workmanship.

The warranty shall include all parts, labor, travel and incidental expenses for the duration of the warranty. The warranty that is offered must carry the standard original equipment manufacturers (OEM) warranty. The warranty must be at least 1 year in length. Contractor must indicate the length of the original manufacturer's warranty on individual price files Category 1, 2, and 3.

3.4.4 Extended Warranties

Contract users may purchase extended warranties with the awarded vendors at negotiated pricing. Contractors must indicate if extended warranties are available for purchase on the price files for Category 1, 2, and 3.

3.4.5 Maintenance Parts Obsolescence

Category 2 and Category 3 Only – Contractors must guarantee the availability of parts for all equipment proposed for the duration of the warranty or extended warranty. If no longer available, the equipment may be replaced with a suitable replacement of similar like, kind and quality. There will be no additional cost to the eligible entity within the warranty or extended warranty period.

3.4.6 Defective Equipment

Contractors agree that all equipment purchased shall be operational and perform in accordance with standard equipment performance specifications and warranties for the equipment.

The Contractor agrees that since the equipment purchased is essential for Eligible Entity operations, that neither an Eligible Entity nor the Commonwealth will have any obligation to pay for defective equipment that cannot be repaired or replaced by the Contractor within the required periods outlined in this RFR.

Contractors shall repair any defective equipment so it operates in accordance with standard performance specifications and warranty period for that Equipment. Contractors shall be responsible for all equipment defects and failures. If the equipment cannot be repaired within the required periods outlined in this RFR, or by periods established by separate agreement with the Eligible Entity, the Contractor shall immediately replace the equipment with identical or comparable equipment. The Contractor shall be responsible for all transportation, shipping and delivery costs and other costs associated with the replacement of defective equipment. The Contractor may not charge a fee, service charge or seek remuneration for materials or labor associated with the replacement of defective equipment with identical or comparable equipment. If the equipment replacement must be different equipment than originally installed, then it is the responsibility of the Contractor to honor the original purchase cost of the original equipment. Should the equipment be of lesser cost the Contractor must provide the eligible entity with the lesser cost.

3.4.7 Substantial Impairment

If, during the warranty period, an Eligible Entity determines that a system is “substantially impaired”, it shall have the right to request total replacement of the system; or, seek an alternative vendor to make the necessary repairs. In cases where an alternative vendor is required, it shall be done at the expense of the awarded contractor.

“Substantially Impaired” shall be defined as a system that has a defect which significantly restricts the use, operability or effectiveness of the system, and which has not been repaired after a reasonable number of attempts to make repairs to the system.

- A “reasonable number of attempts” to repair the substantial defect shall be defined as, within the term of the warranty:

- a repair is attempted 3 or more times for the same substantial defect, and the problem continues or recurs within the term of warranty;
- or, repair attempts for any substantial defect or combination of defects result in a significant restriction in the use, operability or effectiveness of the system, not necessarily all at one time for a period in excess of fifteen business days. Note: A business day is any day that the eligible entity is open for business.

If the Contractor is unable to provide identical or comparable replacement equipment for the defective equipment within a reasonable time, the Eligible Entity may return it for a full refund/credit. The Contractor may not penalize the Eligible Entity any further or make any additional charges.

The Contractor agrees to promptly replace any part or parts that fail, under normal use, due to defective material, workmanship, or performance during the warranty period and such replacement shall include all parts, labor and transportation free of any charges to the Eligible Entities.

3.4.8 As built documentation or manuals

Category 2 Only - Contractor must provide three (3) sets of as-built record documents with all field modification noted to the Eligible Entity. The Eligible Entity will not sign off the acceptance of the project, if the as built record documents are not provided.

3.5 Service Specifications

3.5.1 Service Call Responsibility

Category 2, Category 2A, and Category 3 Only - Contractors must have the ability to respond to service calls and be available 24x7x365. Eligible Entities and Contractors must agree on mutually acceptable response time requirements. Contractors must send a fully trained and certified technician in response to service calls with the ability to perform repairs or diagnosis the problem. Travel, fuel, meal and lodging charges will not be accepted for any service call response.

Non-Emergency: For non-emergency service calls, Contractors must acknowledge receipt of the service request within one hour. Contractors should arrive on-site within agreed upon timeframes, to be negotiated between the Contractor and the Eligible Entity, or, if a response time has not been negotiated, within eight hours from the time the Eligible Entity made the service request.

Emergency: For emergency services calls, Contractors must have the ability to respond immediately and arrive on site within an agreed upon timeframe, to be negotiated between the Contractor and the Eligible Entity, or, if a response time has not been negotiated, within two hours after receiving the service request.

3.5.2 Proprietary Software Exclusion Statement

The sale of any software package for any security purpose that is unique to one vendor or proprietary in any manner is strictly prohibited. All software provided by Bidders must be serviceable by companies other than the Bidder and shall be designed for service and

maintenance by others. It is the goal of the Commonwealth to procure open architecture platforms that can be serviced by multiple vendors at the option of the Commonwealth.

3.5.3 Loaner Equipment

Category 2 Only - Contractor must maintain an inventory of replacement/loaner equipment that is available for use under this contract. Eligible Entities have the option to exercise a request for loaner equipment if the existing non-functioning equipment necessitates off-site repair. The loaner equipment must be of comparable or better capability and must be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training must be completed within eight (8) business hours from the time a certified technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity. If a piece of equipment is found to be uneconomical to repair, and is outside any warranty period, the Eligible Entity will be notified and will provide direction to the Contractor.

3.5.4 Technical Support

Category 2 and Category 2A Only - Contractors must agree to maintain a toll-free technical support help desk. The help desk shall be accessible 24 x 7 x 365 to Eligible Entity personnel who need technical assistance regarding the installation or operation of the equipment installed by the Contractor.

3.5.5 Pre-installation

Category 2 and Category 3 Only – It is the Contractor’s responsibility prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer’s established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.

3.5.6 Installation

Category 2 and Category 3 Only

3.5.6.1 Compliance with Regulatory Requirements

Contractor must maintain full compliance with all Regulatory Licensures Boards (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

3.5.6.2 Cabling and Cable Associated Hardware

Cabling and associated hardware that is installed under this contract **must** be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC45, or its successor.

Bidders must provide cable-associated hardware and components that are new, unused, of current manufacture and meet the specifications as described herein. All products delivered for installation will:

- Conform to UL or ETL verified test standard at time of purchase under this contract.

- Incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.
- Must be new and manufactured by a reputable manufacturer for any replaced product. The replaced product must be the same as or equal to the original product. The Eligible Entity must approve all substitutes for the original manufacturers' product prior to installation.
- Propose cabling services that meet or exceed all aspects of the industry accepted standards and any Commonwealth standards, policies and procedures that may be developed.
- Conform to current industry standards. The Commonwealth is aware that the development and implementation of industry standards is an ongoing process thus the Contractor is required to remain fully aware of such emerging standards and apply such standards to work performed during the course of this contract. The Commonwealth's Standard Operating Environment (SOE) is updated on an on-going basis by Information Technology Division (ITD). Full documentation on the current SOE can be viewed at the following location and Bidders should familiarize themselves with these standards: [Commonwealth's Cabling Standards and Guidelines](#).
- Ensure that all cabling, as installed or subsequently modified by the Contractor (or subcontractors) shall be suitable for connection to the Eligible Entity's network or other equipment (as identified by the Eligible Entity) and shall be provided with the guarantee that such interconnection will not in any way impair the quality of transmission or cause any harmful effects to such network or equipment.

3.5.6.3 **Labels with Warranty Period**

Contractor must affix a label or decal to the **control device** for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

3.5.7 **Post-installation**

Category 2 and Category 3 Only – Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

3.5.8 **Anticipated service disruption**

Category 2, Category 2A, and Category 3 Only – Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity

3.5.9 Emergency response plans/preparedness

In a declared state of emergency where the safety and well-being of Commonwealth citizens are at risk, contractors may be asked to supply the Commonwealth with the commodities and/or services under the Statewide Contract on a priority basis. The Bidder's Response must include the following:

- Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency.
- A list of emergency contact information including name, position/title, phone, email and cell phone.
- A list of the Bidder's building location (s) that would be available to serve the Commonwealth during an emergency.
- A description of the areas of Massachusetts that the Bidder could supply in the event of an emergency (e.g., Entire State, Specific City or Region).

This information will not be considered in the evaluation of the Response.

3.5.10 Training & training materials

Category 2, Category 2A, and Category 3 Only – Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The amount of training required is dependent on the complexity of the equipment purchased or leased by the Eligible Entity and the ability of the designated personnel to learn from the training and training material. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. The Contractors' fully trained and qualified if applicable Certified Technician shall conduct and instruct the training. Training materials: to include but not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

3.5.11 Service Maintenance Agreements

Category 2 Only – Bidder must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of contractor response times available to the Eligible Entity. Bidders must be able to offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Contractor. Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

Software Licenses

Category 2 and Category 3 Only – Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the vendor who installed the equipment/system.

3.5.12 Time & Material service and repairs

Billing for service performed on equipment once it is no longer covered under the original warranty, extended warranty, or a service maintenance agreement held by the Eligible Entity shall be based on the labor rates as listed in each Contractor's price file.

Billing for replacement equipment once it is no longer covered under the original warranty, extended warranty, or a service maintenance agreement, will be based on the discounts as listed in each Contractor's price file.

3.5.13 Geographic service and delivery areas

Bidders must deliver equipment and provide service statewide for the entire Commonwealth of Massachusetts including the islands. Delivery must be FOB destination with no delivery or travel expenses paid by the Eligible Entity.

3.5.14 Statement of Work (SOW) Considerations Category 2 and Category 3 Only

It is the responsibility of the Eligible Entity to provide a clear Statement of Work to the contractor at the time of the request for quote.

Important Elements of the Statement of Work:

- Reference to the Statewide Contract FAC64
- Work schedules and performance dates
 - Release Date of the Request for Quote
 - Walkthrough requirements, if required
 - Response Date of Request for Quote
 - Date of Vendor Selection
- Responsibilities of the Contractor
 - Agrees to fulfill all provisions of the FAC64 statewide contract
 - Responsible for complete design, measurements, and drawings
 - Delivery, installation, testing, training, design and start up
 - Replace, modify, or upgrade existing hardware as necessary
 - Include the cost of any software licenses in bid
- Whether sub-contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded vendor
- Submittal Requirements
 - Narrative – how proposer will complete scope of work
 - Estimated timeline from release of purchase order to system live
 - Drawing Requirements
- Service/Maintenance Agreements
 - Response time guarantees desired
 - Up time guarantees

- Eligible Entity may provide a proposed floor plan layout for Contractors to use a general reference.

3.6 Environmental Specifications

3.6.1 Executive Order 515, Establishing an Environmental Purchasing Policy

Executive Order 515, issued October 27, 2009, states that "As part of the Commonwealth's overall goals of conserving natural resources, reducing waste, protecting public health and the environment, and promoting the use of clean technologies, recycled materials, and less toxic products, it shall be the policy of the Executive Department of the Commonwealth of Massachusetts and its agencies to reduce their impact on the environment and enhance public health by procuring Environmentally Preferable Products and services (EPPs) whenever such

products and services are readily available, perform to satisfactory standards, and represent best value, consistent with 801 CMR 21.00....The Executive Order shall apply to all state agencies in the Executive Department. As used in this Order, 'state agencies' (or 'agencies') shall include all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established.”

In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order can be seen at http://www.mass.gov/Agov3/docs/Executive%20Orders/executive_order_515.pdf.

3.6.2 Environmental Plan

Beginning the first year of the Statewide Contract and throughout the life of the Statewide Contract, awarded Bidders **must** agree to work with OSD and the SSST to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

- Implementing energy efficiency initiatives at the corporate level in line with Executive Order 484, such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies. <http://www.mass.gov/Agov3/docs/Executive%20Orders/Leading%20by%20Example%20EO.pdf>
- Encouraging environmental initiatives at a corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.
- Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as but not limited to [EPEAT](#), [LEED](#), [ISO 14001](#), [Cradle to Cradle \(C2C\) Protocol](#), [Green Seal](#), [Environmental Choice](#) and others.
- Manufacture and/or make available to Eligible Entities eco-labeled equipment, supplies and/or accessories certified by third-party organizations such as but not limited to TCO Development (<http://www.tcodevelopment.com>) and Blue Angel (http://www.blauer-engel.de/englisch/navigation/body_blauer_engel.htm),
- Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
- Placing importance on reducing CO2 emissions by optimizing supply chain management, joining the EPA's Smartway Program, or other initiative.
- Working with the PMT to develop and distribute information and/or materials to Commonwealth customers on the Awarded Bidder's environmental practices and initiatives throughout the term of the Contract.

- Developing a plan to implement the recycling of materials used or produced in normal business operations.
- The SSST may award points to Bidders who provide evidence that measures and initiatives such as these are already in place within their operations, and/or for written proposals submitted with their Response detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices form on Comm-PASS).

Bidders must attach any applicable supporting documentation to inform the SSST about any of the above-mentioned initiatives that are currently in place.

3.6.3 Equipment and Supply Packaging

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard) and that the recycled content be displayed on the outside of the packaging,
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials,
- minimizes or eliminates the use of disposable containers such as cardboard boxes,
- provides for a return program where packaging can be returned to a specific location for recycling,
- contains materials which are easily recyclable in Massachusetts.

It is desirable that crates, pallets and, if feasible, boxes and cartons, be reusable and not contain heavy metal inks.

3.6.4 Equipment Design

Upgradability: It is desirable that Bidders offer equipment that is easily upgradable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components.

Materials use: It is desirable that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.

Demanufacturing / Disposal: It is desirable that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Avoidance of paints, including metallic paints on any internal or external plastic housings,
- Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

3.6.5 Toxics Reduction

Manufacturer's practices (reduced toxic materials in manufacturing): It is desirable that Bidders demonstrate that they and/or manufacturers are actively seeking additional ways of minimizing

their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,
- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

Where appropriate, it is desirable that Bidders demonstrate that the equipment they intend to supply is in compliance with the European Union's Directive "Restriction of Hazardous Substances" (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://164.36.253.20/sustainability/pdfs/finalrohs.pdf>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the "Montreal Protocol on Substances that Deplete the Ozone Layer" (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>),
- Selenium, unless equipment can be returned to the manufacturer.

A written statement on letterhead, link to a specific website page or other documentation from the equipment manufacturer may be submitted with the RFR response to demonstrate compliance.

3.6.6 End-of-Life Management

The Bidder **must** make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is desirable that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:

One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,

Collection of any used equipment by Bidder or subcontractor for reuse or recycling, preferably including provisions to continue recycling operations should a subcontractor no longer be able to perform such activities.

3.7 Compensation Structure/Pricing

3.7.1.1 Price Structure and Price List Source

Contract pricing for products will be based on a **discount off** commercial pricing (or its equivalent) as provided for in the current catalog for each manufacturer or distributor (if

applicable) used by the Contractor to procure each product. Contractors must provide the Eligible Entity with a copy of the price catalog upon request to verify that correct pricing and discounts are being used. Contract discounts and other pricing published under the contract will be **ceiling pricing**, and any published rebates will be **minimum rebates**.

During contract negotiation with apparent winners and throughout the life of the contract, the SSST reserves the right to make adjustments to the price structure in the best interest of the Commonwealth, including but not limited to changing list price sources to those deemed fully equivalent by the SSST, splitting or merging product groups to achieve additional price reductions accordingly, separating charges for specific price components, changing policy requirements including product return, delivery, warranty and others. Such changes will be made by mutual written agreement with apparent winners. There is no guarantee that any such changes will be made or considered. In any event, Bidders are prohibited from altering price files and other forms as a way to propose changes (e.g. adding or deleting product categories, changing pre-determined volume bands for discounts or rebates, etc.) unless specifically permitted in the instructions for the specific Price File.

3.7.1.2 **Price Files**

Price Files for this contract will be posted under the “Specifications” tab. Bidders are advised to read instructions included in each worksheet carefully.

3.7.1.3 **Equipment, Materials, and Supplies**

All Categories - Pricing will be discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. In their responses, for each required manufacturer in the Price File, Bidders must provide a **single price discount** to be applied to the list price. If a range is provided for a product group (e.g. “30-40%”), the SSST will consider the **highest discount** in the range (i.e. “40%”) as the discount being bid.

The Discount percentage will be firm through the initial term of the contract. However, Contractors **may increase the discount offered** at any time by contacting the OSD Contract Manager. Additionally, vendors may offer additional discounts to Eligible Entities on a case-by-case basis.

3.7.1.4 **Labor Rates**

Category 1 – No Labor Rates Apply

Category 2 – Bidder must submit **hourly rates** for non-prevailing wage positions and a mark-up over **prevailing wage** for prevailing wage positions. Mark-ups over prevailing wage will be **ceiling** mark-ups and hourly rates will be **ceiling** rates; both will remain firm for the initial term of the contract. Vendors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager.

Category 3 – Bidder must submit **hourly rates** for non-prevailing wage positions and a mark-up over **prevailing wage** for prevailing wage positions.

Bidders **must**, at a minimum, provide a mark-up over **prevailing wage** for the **carpenter** position. Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the **carpenter** rate.

Category 2 and Category 3 - Mark-ups over prevailing wage will be **ceiling** mark-ups and hourly rates will be **ceiling** rates; both will remain firm for the initial term of the contract. Vendors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager.

Bidders must agree to comply with the Prevailing Wage Law, as administered by the Commissioner of Labor and Workforce Development/Division of Occupational Safety (DOS), 399 Washington Street, 5th Floor, Boston MA 02108-5223, (617) 727-3492. All employees of Contractors engaged in these activities must be paid at least these rates for any work performed under a Contract resulting from this RFR when working in a public building or on a public work. Prevailing Wage Rates will be published under the "Forms and Terms" tab annually from the date of contract award for use as general guidance.

Category 2A – Bidder **must** submit proposed contract pricing using the Attachment B Category 2A price file. Bidders may also submit additional pricing documentation in PDF format to supplement the price file (if additional explanation of the various service offerings are required).

3.7.1.5 **Price Adjustments**

Labor Rates: Any requests for labor rate increases must be submitted to the SSST prior to the contract renewal to be considered for the renewal period. The OSD Contract Manager and the SSST will require justification documentation for this increase. The OSD Contract Manager and SSST will not accept excessive increase in hourly rates or mark-up percentages and will negotiate with the contractor. If the request is denied, the rate will remain the same.

Equipment, Materials, and Supplies: Any requests for price changes must be submitted to the SSST prior to the contract renewal to be considered for the renewal period. Any such requests must be accompanied by documentation supporting the reasons for the requested change. The request, written on the Contractor's letterhead must include: identified price increases and their source and copies of old and new price lists, if applicable, reflecting price changes. The same requirement shall apply to pricing established under any service agreement between an Eligible Entities and a Contractor.

Pricing in General: The SSST will address price change requests by either negotiating a price change and renewing the contract at the new price or denying the requested price increase and renewing the contract at the previous contract price. The Commonwealth will be advised of and will automatically receive the benefit of any price decreases retroactive to the dates of such decreases. It is the Contractor's responsibility to notify the SSST of any such decrease. The SSST reserves the right to negotiate price reductions based on increased volume at any point in duration of the contract.

3.7.1.6 **Prompt Pay Discounts (PPD)**

All Bidders must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome.

Bidders must submit agreeable terms for Prompt Payment Discount unless otherwise specified by the SSST. The SSST will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to offer a PPD may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in the Response.

3.7.1.7 **Apprentice Program**

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level.

For further information, please call 617-626-5409, or write to:
DAT, 19 Staniford Street, 1st Floor, P.O. Box 146759, Boston, MA 02114

3.7.2 **Invoicing and Cost Reconciliation**

Contractors' invoices must be itemized to reflect product list price from the source specified for each category, contract discount equal or higher to the one agreed upon for the specific product group, the contract product price, and any other charges. When contract price is calculated using a markup over product cost, the invoice must include product cost, markup percentage equal to or lower to the one agreed upon for the product category, the contract product price, and any other charges.

The Contractor must agree to apply lump-sum payments issued by Eligible Entities to the appropriate invoices. To clarify, payments made by the Treasurer's Office may combine payments from multiple state entities. Contractors will be able to use the Commonwealth's VendorWeb service to help in reconciling such payments (see link on the State Comptroller's Office website at www.mass.gov/osc).

If the Contractor uses a financial institution to handle accounts payable and/or accounts receivable, the Contractor must also have a direct (and preferably local) customer service representative for the financial institution to resolve any billing and payment problem or discrepancies. The Commonwealth is not to be automatically put on a delinquent status and denied purchasing ability due to the financial institution's errors. The Customer service representative must handle these issues and act as a liaison between the financial institution and the Commonwealth.

The Contractor must agree to match invoices and apply the correct bills and set up separate billing accounts. The Contractor must not automatically apply payments against the oldest invoices or use any other arbitrary basis for applying payments.

3.7.3 **Delivery Requirements**

Contractor(s) must deliver equipment and/or supplies statewide. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity.

Contractor must deliver all purchases or initiate installation within thirty (30) business days after receipt of written order or at a delivery time mutually agreed upon by the Eligible Entity. Contractor must be responsible for the delivery of products in first class condition at the point of delivery, and in accordance with good commercial practice. Shipping cases must show the

name of the supplier, name and address of receiving customer and purchase order number as well as be properly labeled with the part number/stock number, quantity per box and if requested by the Eligible Entity any special designation for each carton ordered.

Damaged shipments will not be accepted. In the event that a shipment is accepted and subsequently found to be incomplete, incorrect or damaged, the shipment must either be replaced, at no cost to the Eligible Entity, or returned at the expense of the Contractor, for a refund or credit of the purchase price with no restocking fees.

Purchased items provided must be strictly in accordance with those contained in the contract award. Eligible Entities are authorized to order and Contractors are authorized to deliver and/or ship only those items covered by the contract. If a review of orders placed by any Eligible Entity reveals that material other than that covered by the contract has been ordered and delivered, the OSD Contract Manager will take such steps as are necessary to have the material returned by the Eligible Entity, regardless of the time lapsed between the date of delivery and discovery of the violation at a cost to the Contractor. Full credit will be required. Violation of this clause may result in the removal of the offending Contractor for a period of time to be determined by the OSD Contract Manager in consultation with the PMT or removal of the Contractor from the contract.

Contractor must make delivery and have product available for delivery statewide. All deliveries shall be during regular working hours, usually 7:00 AM to 5:00 PM EST Monday through Friday. The Contractor shall be responsible for all drop ship purchases and will coordinate with the Eligible Entity with regards to the drop ship delivery location.

Contractor shall notify the Eligible Entity at least 48 hours in advance of shipment and/or installation. The Commonwealth or its subdivision will provide specific and timely authorization for each delivery. The Contractor may not proceed with delivery and installation until approval has been given to commence delivery and installation by the Eligible Entity.

Contractor must be responsible for all delivery, unloading, staging, storage and installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. Delivery will be inside delivery to the ordering entities desired internal location unless directed otherwise by the Eligible Entity.

3.7.4 No Surcharges

In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). **However, for work done in Dukes or Nantucket Counties, the following applies:**

Travel Expenses – Dukes and Nantucket Counties

The Bidder must agree to adhere to the following travel expense requirements if awarded a Contract resulting from this RFR:

- The Bidder may not charge any Eligible Entity travel expenses unless expressly stated in a quote and agreed to in advance by the Eligible Entity.
- The Bidder may not bill for any travel expenses associated with servicing systems under warranty.

- The Bidder may not bill for any travel expenses as part of “contracted maintenance plan” services (scheduled or on-call rate structures).
- The Bidder may bill for reasonable third party travel expenses beyond normal commuting to and from the state or other eligible entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.
- The Bidder has the responsibility to use all available means to secure the most cost-effective method of travel.
- The Bidder may not charge any Eligible Entity additional travel expenses for services, personnel, or material shipments without the express permission of the Eligible Entity in advance.

3.7.5 No pre-payments

Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. Monthly fees will be billed for at the end of the month. Emergency service, in cases where the Eligible Entity is responsible for it, will be billed for after the completion of the service. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

3.7.6 Payments to Vendors

It is required that payments received by the Contractor be appropriately posted to the specific contracting .

3.7.7 Prevailing Wage

All or part of the service(s) available under this RFR and resulting contracts may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The awarding authority has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at www.mass.gov/dols. If this is a statewide contract or department contract that can be used by other eligible public entities, then any such eligible public entity that uses the contract will be considered the “awarding authority” and must also request a prevailing wage schedule at the time of the engagement of the contractor for specific services. In addition, Bidders and proposers must agree to comply with the Prevailing Wage Law, as administered by the DLS. Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website at www.mass.gov/dols or by calling the DLS Prevailing Wage Program at (617) 626-6953.

3.8 Supplier Diversity Program (SDP) Plan

Important Note:

The former State Office of Minority and Women Owned Business Assistance (SOMWBA) is now known as the Supplier Diversity Office (SDO). The Affirmative Market Program (AMP) is now known as the Supplier Diversity Program (SDP), and the AMP Plan Form is now the SDP Plan Form. SOMWBA-certified M/WBEs (Minority and/or Women Business Enterprises) are now referred to as SDO-certified M/WBEs.

Transition: Any requirements or desirable specifications in this RFR, or any documents associated with this RFR, for SDO Certification, or an SDO Certification Letter, may be met by a current (prior to expiration date) SOMWBA Certification Letter. When SOMWBA certification comes up for renewal, SOMWBA certifications will be replaced by SDO certifications. This provision shall remain in effect until all current SOMWBA certifications have been replaced by SDO certifications.

Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their Response for evaluation. It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation. <Higher evaluation points may be awarded to SDP Plans that show more commitments for use of certified vendors in the primary industry directly related to the scope of the RFR, subcontracting expenditures and partnerships for the purpose of contracting with the Commonwealth.

The SSST requires Bidders to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a Contract. An SDO-certified (formerly SOMWBA-certified) Bidder may not list itself or an affiliate as being a Supplier Diversity Partner to its own company. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Bidders must submit one form for each M/WBE SDP Relationship. **Please note that no Bidder will be awarded a Contract unless and until they agree to commit to at least one (1) of following three (3) SDP Components selected by the SSST:**

3.8.1 Subcontracting:

If Bidder commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with an SDO-certified company. Although this is only one of several options to meet the requirements for participation in the Supplier Diversity Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The SSST will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder's bid package.

3.8.2 Ancillary Uses of Certified M/WBE Firm(s):

If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A

description of the ancillary uses of certified M/WBEs, if any, must be included on the SDP Plan Form.

3.8.3 Growth and Development:

If a Bidder commits to Growth and Development in their SDP plan, then they must submit a plan for education, training, mentoring, resource sharing, sponsorship, and/or joint activities with an SDO-certified company.

Once an SDP Plan is submitted, negotiated and approved, the SSST will then monitor the Contractor's performance.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: [SDP Procurement Resources and Guides](#) or www.mass.gov/sdp. Vendors are strongly urged to view a [Webinar](#) designed to assist them in understanding the SDP plan requirements, developing an appropriate plan, and completing the SDP Form correctly.

3.9 Participation in the OSD's Annual Marketing Event, MASSbuys

OSD hosts an annual marketing and training trade show, usually in late April or early May, to educate public purchasers and contract end-users on the commodities and services available on statewide contracts, highlight innovative environmentally preferable (green) products and provide marketing and networking opportunities to the business community. The event, recently renamed *MASSbuys*, represents the blending of two highly successful long running OSD trade shows, the Statewide Training And Resource (STAR) Exposition and the Environmentally Preferable Products (EPP) Vendor Fair and Conference.

The attendees at these events have included public purchasers and contract end users representing all Commonwealth agencies, cities and towns across the state, independent authorities, higher education and eligible not for profit human and social service organizations. The venue for *MASSbuys* has significant marketing value and is extremely cost effective as it provides exceptional opportunities for statewide contractors to market directly to thousands of attendees.

The *MASSbuys* Exposition is scheduled each year at either the Boston Convention & Exhibition Center (BCEC) or the DCU Center in Worcester and is 100% supported by statewide contractors as exhibitors. The cost to exhibit is approximately \$1100. OSD believes that the show is important because it provides public purchasers and end users with an opportunity to meet over 300 statewide contractors and receive important information on new products, particularly those that save energy, conserve water or other resources, reduce waste as well as the use of toxic substances and may also contain recycled materials. It provides statewide contractors with the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

Please note that exhibiting at the *MASSbuys* Exposition is not required and no points will be awarded to those Bidders who commit to participate. However, Bidders who indicate their willingness to exhibit at *MASSbuys* in their RFR Response will be required to honor their commitment for the duration of their contract, if awarded a contract.

3.10 Requirements for Doing Business After a Contract Has Been Awarded

The requirements below are specific to the Statewide Contract, if any, awarded as a result of this Solicitation. Awarded Bidders (Contractors) must also comply with the requirements stated in [Terms and Requirements Pertaining to Awarded Statewide Contracts](#).

3.10.1 Statewide Contract Administration Fee and Report

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's bid price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on your statewide contract. All "Statewide Contracts" awarded and all purchase orders and purchases made pursuant to this RFR are subject to this fee regardless of whether the contract was awarded for statewide or regional coverage. Eligible Entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; i) Other states and territories with no prior approval by the State Purchasing Agent required; and j) Other entities when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract, please check the Issuers Tab for each Solicitation or Contract on Comm-PASS at www.comm-pass.com.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

3.10.1.1 Quarterly Fee Payment:

For each Payment Period, Contractor shall pay to OSD a Fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made through a web-based secure payment center, which can be accessed through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. Prior to the due date for the Statewide Contractor's Administration Fee payment, the Statewide Contractor will receive an e-mail communication from OSD that includes all required information the Statewide Contractor must use to submit Payments via the secure payment center. Electronically submitting your payment, which is comprised of the 1% administrative fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report. If the total Administration Fees due for the Payment and Reporting Period are less than \$50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater (see Quarterly Reporting below for instructions).

3.10.1.2 Quarterly Reporting:

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period. If an amount greater than \$50 is due for the Payment Period, then the electronic submission of the payment shall serve as submission of the Statewide Contractor Administration Fee Report, as referenced in the Quarterly Fee Payment section above. However, if the total Statewide Contractor Administration Fee due is between \$0 and \$50, then the Contractor must submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period. If you are submitting this report, it must be completely filled out, signed by the Statewide Contractor via electronic signature under pains and penalties of perjury and emailed to osdfeeadministrator@massmail.state.ma.us.

3.10.1.3 Audit:

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

3.10.1.4 Other Terms:

- Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.
- All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the [Comptroller's Fiscal Year Updates](#) webpage.
- In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to [Massachusetts General Laws Chapter 29, Section 29F](#), as amended,

and pursuant to Section 4 of the [Commonwealth Terms and Conditions](#). In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

3.10.2 Quarterly Sales / Engagement Reports

Contractors will be required to submit quarterly sales / engagement reports. Reports must be received by Operational Services Division no more than thirty days after the end of the reporting period. Reports must be submitted electronically to charles.plungis@state.ma.us or other email address provided by the SSST.

The reports will include but will not be limited to: sales detail for each product sold, product categories and subcategories, SKU numbers and descriptions, dates of all sales and other items. Report template will be published on Comm-pass after the commencement date of the award.

The Contract Manager and SSST may request the Contractor to provide special customized reports during other times.

3.10.3 Minimum amount of business with this Contract

In order to remain on this Statewide Contract, Bidders must meet the following requirements regarding the amount of business conducted under the Statewide Contract:

Bidders must have sales within a category greater than zero dollars (\$0) within eight months from the date they were awarded a contract.

3.10.4 Restrictions on Statewide Contract use or identification of similar Statewide Contracts

Some products may overlap existing statewide contracts for stand-alone equipment which will be allowed (i.e. stand-alone equipment to make a system fully functional or bundle as part of a system). Items that are offered on Statewide Contracts (and any of the successor statewide contracts) with the primary use listed below will be excluded unless identified in this RFR and any attachments.

The lists of products and services that are NOT allowed under this contract include, but are not limited to, the following:

Alarm Panels, installation, service or repair; Fire Alarm Testing and Monitoring Service; Fire Extinguisher, repair, recharge, exchange; Fire Suppression System, installation, inspection, service or repair; Fire/EMS Equipment, Supplies and Services (FIR03); Sprinkler Installation, inspection, service or repair; Multi-Media/AV Equipment, installation, service or repair (OFF30); Videoconferencing services, installation, service or repair (OFF30); Office Equipment Printers, Scanners, Copiers (OFF32, OFF27); Computer workstation, classroom, conference furniture (OFF20); Media storage systems (not related to Security, Surveillance); Computer monitors (not related to Security, Surveillance Systems); Telephone Carrier Services.

3.10.5 Security and confidentiality

Contractor shall comply fully with all security procedures of the Commonwealth and Commonwealth Agencies in performance of the Statewide Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents,

distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, personally identifiable information, or commercial proprietary information in the possession of the Commonwealth Agency.

3.10.6 Contract Management (Contractor's interface with Commonwealth's Contract Manager)

All Bidders are required to have an established Account Manager for this contract to be listed as the contact for the Contractor under the "Vendor(s)" tab of Comm-PASS record for this contract (if awarded). Bidders must identify this Account Manager in their responses. It is desirable that Bidders have a toll free number and/or toll free access or accept collect calls from Eligible Entities for ordering purposes and to take calls regarding issues related to delivery. All personnel must be able to answer questions regarding the Commonwealth's pricing and service under the contract.

The Account Manager will be responsible for operation and administration of the contract by the Contractor. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from OSD's Procurement Manager(s).

The Account Manager must attend meetings at OSD or at other sites, as requested and determined necessary by the SSST. The Account Manager will be responsible for reports required in the RFR and will serve as liaison between the Contractor and OSD and any other eligible entity. The SSST may require the Contractor to remove the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards stated in this RFR or hinders effective use of the contract.

3.10.6.1 Change Notification

The awarded contractor must notify OSD's Procurement Manager for the contract within five (5) business days of any changes in contract management or contact information. Such changes may include changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SOMWBA-certification status, or EFT information must be promptly reported via email to the Commonwealth Procurement Manager. In some cases additional paperwork will be required to effect the change. OSD is not responsible for missed communication if the Contractor has failed to update information.

3.10.6.2 Adding commodities and/or services to the Statewide Contract

Contractors may request adding commodities and/or services that are related to the scope of the contract. In addition, the Commonwealth may add additional products and/or services.

3.10.6.3 Environmentally Preferable Products and Services

The department and Contractor(s) may establish a preference for Environmentally Preferable Products (EPPs) and/or negotiate during the Contract term to permit the substitution or addition of EPPs to the Contract when such products are readily available at a competitive cost and satisfy the department's performance needs.

3.10.6.4 Identification and approval of subcontractors & joint ventures (see [Subcontracting Policies](#) and the Commonwealth Terms and Conditions)

3.10.6.5 Advertising pre-approval

Contractors must submit all advertising literature with regards to any contract(s) resulting from this RFR, including but not limited to, brochures, catalogs, and price lists to the OSD Procurement Manager and the SSST for review and approval prior to it being provided to any Eligible Entity. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Procurement Manager, SSST and Contractor

3.10.7 Publication of Product Lists

The Commonwealth will publish price files for all categories in which each Contractor was awarded.

3.10.8 Contract Website and Online Ordering System

All Bidders will be required to set up a contract webpage that contains the approved contract pricing, terms and conditions within 60 days of Contract execution. Approval by the SSST, prior to publication of the initial website and any changes or updates, is required.

The website page must include the minimum elements:

- Dedicated Massachusetts site for all FAC64 pricing
- Catalogs for approved manufacturers with pricing.
- Price files with manufacturer discounts and labor rates.
- Account Manager's information (Name, telephone number, fax number, and e-mail address)

Category 1 Only - It is desirable that all Category 1, Catalog Sales Bidders also offer an online ordering system. If an online ordering system is provided it must include the following minimum functionality:

- Ability to display Massachusetts Statewide Contract items only;
- Clear product descriptions including but not limited to the unit of measure, electrical wattage, percentage of post-consumer recycled content (where appropriate) and price;
- Ability to not display or otherwise prevent the order of items that are excluded from the contract and items which the Contractor was not authorized to sell;
- Provide no disclaimers or offers that are inconsistent with the Contract;
- Search capability by product type, type of item, manufacturer, manufacturer part number #, and keyword description;

The following functionality is desirable:

- Search capability by product type, type of item, manufacturer, manufacturer part number #, and keyword description;
- Ability for Eligible Entity to save their "Favorites List"/"Shopping Cart" of most commonly purchased items;
- Ability to provide a workflow approval process for a minimum of two approval levels. More than two approval levels are desirable;
- Ability to display contract price rather than list price;
- Ability to limit the quantity of restricted items (if those were to be designated by the SSST) per order;

- Ability to provide machine matching, i.e., to display products compatible or commonly purchased with the product on the screen;
- Ability to search within results or filter them by manufacturer, price or other parameters;
- Ability to provide a cost comparison among lower cost items that are equal or better in quality to the item(s) selected;
- Ability to provide a comparison among items that more environmentally preferable and are equal or better in quality to the item(s) selected;
- Ability to show the quantity of items available;
- Ability to show the number of items in a carton, box, or other shipping unit;
- Provide capability to enter multiple “Ship To” addresses within one order;
- Ability to define symbols (e.g. ecolabels) when the cursor hovers over them;
- Provide chat functionality for consulting Contractor staff;
- Ability to place orders for in-store pick up;
- Provide a comment field where a user can enter comments for each line item of an order;
- Ability to provide order tracking and delivery status;
- Ability to post an online Contract Survey Form with results that can be completed electronically with results downloaded and viewed by the Commonwealth Contract Manager;
- Ability to maintain a “How to Buy” section including telephone, fax and email information for the Contractor’s Contract Manager, sales, service and customer service personnel dedicated to the Contract, and instructions on use of the online ordering system;
- Ability to maintain a promotional section to highlight any current or planned approved Contract promotions;
- Ability to provide an environmental information section including but not limited to: information about the benefits of purchasing environmentally preferable products, current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, product end-of-life management) and other relevant topics.

The SSST reserves the right to request modifications to the website during the term of the Contract. Any modifications, changes or updates must be reviewed and approved by the SSST prior to publication. Non-compliance with this requirement may result in a penalty assessment, Contract suspension, or Contract termination.

e-Procurement and Web-based Catalog Purchasing

In addition, as per section 6.3.5, all Bidders responding to this RFR agree that in the event the Commonwealth implements a Web-based system to support catalog purchasing and upon at least 120 days’ notice, they will participate as directed by the SSST to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace.

3.10.9 Orders (Contractor’s Interface with Commonwealth Agencies)

Request for Quotes – Eligible Entities are required to seek multiple quotes from Statewide Contractors prior to issuing an order. For Category 1 purchases, checking the price files and catalogs to determine the net cost of the equipment you are interested in will constitute a quote. However, many times Contractors are willing to offer additional discounts so checking with each Contractor directly is strongly encouraged.

Exceptions to the Quote Requirement: Eligible Entities may expand a current system without requesting multiple quotes, provided that either:

- A. the existing system is still under warranty and changing vendors may compromise the warranty of the original system; or
- B. the expansion costs no more than 50% of the original system cost, not including the costs of any service plans or maintenance performed on the system.

Requirements of the Eligible Entity

It is the responsibility of the Eligible Entity to provide the contractor with a copy of the most current prevailing wage sheet at the time of the quote request. Prevailing wage sheets can be requested from the Department of Labor Standards by visiting their website, <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/>. The process is automated and the turnaround time is very quick, usually less than one business day.

Contractors may request an “Example Request for Prevailing Wages” from the Department of Labor Standards by visiting their website, <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/> and clicking on “Example Request for Prevailing Wages”, then “Continue without registering” and entering the details of the project. The rates provided will be the prevailing wage rates in effect at the time of the request.

3.10.10 Continued Qualification Based on Performance

Each Contractor’s performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Eligible Entities will be surveyed as to their satisfaction with the Contractor’s performance under the contract. Contractor performance will also be evaluated based on the number of complaints received from Eligible Entities. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of that Contractor’s contract. Financial reports will also be utilized to evaluate performance on an ongoing basis. Failure to submit the required reports in a timely and accurate manner may lead to early termination or non-renewal of a contractor’s contract.

3.10.11 Contractor Transition

In cases where the Eligible Entity is changing Contractors, after the expiration or termination of this contract, or after the expiration or termination of any service agreement based on this contract, the Contractor must agree to work with the Eligible Entity and any other applicable organizations to provide personnel and services in a manner that would ensure that the operations of the Eligible Entity’s facility are not disrupted.

3.10.12 Alternatives

Contractors may propose alternatives for equivalent, better or more cost effective performance than specified under the Contractor’s original Response at any time during the life of the Statewide Contract.

3.10.13 Failure to perform contractual obligations

Problems with service quality, documentation, customer service and/or failure to adhere to the any provisions of this RFR or an Eligible Entity's standard operating procedures are grounds for any or all of the following actions.

The SSST will inform the Contractor of non-compliance with the contract. A specific period of time will be provided for the Contractor to correct the situation. If the situation has not been corrected in the allotted time period or if the problem reoccurs, the SSST may impose penalties including but not limited to the ones listed below:

- Require the Contractor to credit the Eligible Entity based on the period of time when the quality of service was unsatisfactory.
- Issue penalties, including, but not limited to the estimated cost of any remedial action incurred by the Eligible Entity.
- Suspend the Contractor until the problem is resolved.
- Terminate the Contractor for the life of the contract and any renewals.
- The SSST will be the final decision-making body for the resolution of any conflicts between Eligible Entities and the Contractors

Unsatisfactory Performance

The SSST intends to use Contractor reports, surveys and other means to measure Contractors performance on this contract. These reports will measure performance to the level expected based on the Contractor's bid to this RFR and users expectations.

Although poor performance is defined by the Contractor's failure to adhere to any of the requirements of this RFR and resulting contract, samples of poor performance include the following:

- Late submission and non-submission of required annual reports
- Repeated complaints by the Eligible Entities
- Contractors' failure to provide quotes and/or required services to Eligible Entities
- Repeated failure to adhere to the service maintenance response times;
- Marketing of goods and services not included on this Statewide Contract;
- Repeated Billing Errors;
- Low sales dollar volume.

4 EVALUATION CRITERIA

Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with the Commonwealth to receive a Contract award.

4.1 Mandatory requirements

Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the SSST. The SSST reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

Solicitation sections that include terms such as: "must", "shall", "will" and "required" are "mandatory." Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

4.2 Desirable specifications

Desirable specifications will be scored according to the Evaluation Criteria.

RFR specifications prefaced with language such as: "desirable", "could," "can," "should," "preferably," "prefers," "suggested," and "requested" identify a desirable or discretionary item or factor that is considered by the issuer to be "desirable." The issuer has listed all desirable specifications which will receive points in the evaluation criteria.

4.3 Alternatives

A Response which fails to meet any material term or condition of the Solicitation, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated Solicitation specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the Contract. The Response should describe how any alternative achieves substantially equivalent or better performance to that of the Solicitation specifications.

The SSST will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Solicitation is to provide the best value of commodities and/or services to achieve the goals of the procurement.

4.4 Evaluation Components

The following components will be some of the criteria considered by the team when evaluating each Response/bid:

4.4.1 Price

Please note that price will carry a significant weight in the evaluation process.

The following price components will be evaluated:

- Discounts-off list
- Mark-ups over prevailing wage
- Hourly rates
- Prompt Pay Discounts (PPD)

- 4.4.2 **Supplier Diversity Plan (formerly Affirmative Market Plan) (minimum of 10% weight)**
- 4.4.3 **Company experience**
- 4.4.4 **Mandatory License Requirements, if any**
- 4.4.5 **Employee requirements**
- 4.4.6 **Financial stability including DUNS report, bankruptcy, litigation and contract defaults**
- 4.4.7 **Compliance with Insurance Requirements**
- 4.4.8 **References and reference information and/or requirements**
- 4.4.9 **Environmental specifications**
- 4.4.10 **Online/web capability**
- 4.4.11 **Other desirable or optional specifications**

5 HOW TO SUBMIT A BID RESPONSE

All Bidders may begin creating and compiling response materials as soon as the Solicitation containing files on the Forms & Terms tab and the Specifications tab is in an OPEN Document Status. When submitting response materials prior to the Solicitation Close Date, the ability to upload documents is only available to active SmartBid account holders after the Solicitation Amendment Deadline has passed. Once the Solicitation Close Date and Time has passed, interested Bidders will be unable to submit a Response online.

5.1 Bid Response Method

Online Bid Submission via SmartBid is required to eliminate direct and indirect costs associated with the production, delivery/receipt, storage and management of traditional paper bids incurred by Bidders, the Operational Services Division, and the Commonwealth of Massachusetts. Bids submitted via the SmartBid tools also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Bidders must submit Responses online using tools available to Comm-PASS SmartBid Subscribers only.

Comm-PASS SmartBid requires an annual subscription. To subscribe, go to www.comm-pass.com. Complete the SmartBid subscription process by selecting the JOIN tab from the main navigation bar to review subscription benefits, and create a custom account.

All Bidders who are awarded a contract resulting from this RFR, if any, will be required to maintain an active subscription account during the duration of the Contract, by renewing their subscription annually.

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in the [Procurement Calendar](#).

5.3 SmartBid Support

Technical assistance is available during the procurement process. Every effort is made to respond to inquiries within one business day.

Website: Go to www.mass.gov/osd and select the Comm-PASS Resource Center link offered within the Conduct a Procurement menu.

Email: Send inquiries to the Comm-PASS Helpdesk at comm-pass@state.ma.us

Telephone: Call the Comm-PASS Helpline at 1-888-MA-STATE (1-888-627-8283). The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal and state holidays.

Bidders are advised that Comm-PASS will be unavailable during regularly scheduled maintenance hours as displayed under the "Comm-PASS System Availability" link offered at the bottom of any Comm-PASS page.

5.4 Bid Response Deadline

All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed on the Solicitation's Summary page within the Close Date field. Times are Eastern Standard/Daylight Savings (US), as applicable. All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via

SmartBid are time stamped by the Comm-PASS system clock which is considered the official time of record.

5.5 Bid Package

Bidders submitting via SmartBid must name their Response by entering <BidderName_FAC64_Security Surveillance and Access Control> in the Response Nick Name field in Step 3 of the submission wizard.

5.6 Bid Response Contents

Bidders must comply with the requirements below.

5.6.1 RFR Submission Checklist

Strategic Sourcing Services Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. Therefore, Bidders must complete and submit the RFR Submission Checklist and all documents referenced in the Checklist. By submitting the RFR Submission Checklist with a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation's related Forum, if any.

5.6.2 Bidder Qualification Response Form

Bidder **must** complete and submit Attachment A on-line via SmartBid.

5.6.3 Price Files

Bidder **must** complete and submit a price file for each category being bid, Attachment B, online via SmartBid.

5.6.4 Prompt Payment Discount Form

Bidder **must** complete and submit online via SmartBid Commonwealth Prompt Payment Discount (PPD) form.

5.6.5 Additional Environmentally Preferable Products/Practices Form

Bidder **must** complete and submit online via SmartBid the Additional EPP/Practices form that is posted with the bid documents (Section 3.6).

5.6.6 Supplier Diversity Program Plan (SDP)

Bidder **must** complete and submit online via SmartBid the SDP Plan (Section 3.8).

5.6.7 Proof of Insurance

Bidder **must** submit certificate/proof of insurance (Section 3.3).

5.6.8 Open Ratings/Dun & Bradstreet

Category 2 Only – Bidder **must** submit a copy of the order confirmation with your Response or you may submit a copy of the two reports dated 7/1/2012 or later as per Section 3.1.8. You should name the file “[Bidder Name]_Open Ratings”

5.6.9 S-License

Category 2 Only – Bidder **must** submit a copy of a current and valid S-License (Section 3.1.2).

5.6.10 Business References

Category 1 and Category 3 – Bidder must submit a list of at least 10 business references (Section 3.1.7).

5.6.11 Other Professional Certifications

Category 2A Only – Bidder **must** submit copies of required certifications (Section 3.1.6).

5.6.12 Additional attachments

Bidder may attach any other documents not listed in this checklist which will validate Bidder's statements in the bid response

5.6.13 Additional Bid Response Terms

5.6.13.1 Prohibition regarding contract terms

Bidders must not, as part of their bid Responses, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR. It is essential for Contracting Departments that all contractors' Statewide Contracts can be depended upon to incorporate the same terms and only those terms. Contractors, who wish to propose additional non-conflicting contractual terms, or supplemental or clarifying language, may do so ONLY on a case-by-case basis, negotiated for each specific engagement and memorialized in the Project Statement of Work.

5.6.13.2 Bidder Response Form

All specifications of this RFR that are not mandatory such as those specifically identified as "optional," "desirable" or in other terms indicating that the specification is not mandatory must have a response within the Bidder Response Form provided on Comm-PASS for this solicitation in order to be evaluated. Most items within the Bidder Response Form will be scored to determine the apparent successful Bidders. The SSST does not want and will not read, consider or evaluate a line by line response to this RFR.

5.7 Bid Response Materials

5.7.1 Electronic Signatures

Bids submitted via SmartBid must be signed electronically by the Bidder or the Bidder's Agent by selecting the Agree to All link in Step 2 of the Online Submission wizard. By selecting "Next Step" on the "Forms & Terms" tab after acknowledging all of the forms on that tab, the submitter attests that s/he is an agent of the Bidder with authority to sign on the Bidder's behalf, and that s/he has read and assented to each document's terms.

5.7.2 Ink Signatures

Original ink signatures are required only after contracts have been awarded. The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:

- Standard Contract Form
- Commonwealth Terms and Conditions
- Contractor Authorized Signatory Listing
- Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form).

Successful Bidders who signed these forms electronically via SmartBid online submission tools must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing with original ink signatures must be submitted for each new contract with the Commonwealth.

5.8 Limits and Restrictions

5.8.1 File Naming Conventions

Files submitted via SmartBid must follow the file naming convention specified below. The Description entered during the file upload process ensures each file is readily identified by Company Name and content. The File Name assigned by the Bidder as stored on their computer or network must be structured such that each file can be processed by the upload tool. The upload tool will reject any file name that includes spaces or symbols, like the brackets [] some systems apply when files are downloaded from the Internet.

Response Component	Description Enter in SmartBid during upload	File Name Assign when creating files
Bidder's Response form - Attachment A	Company Name Response Form A	FAC64_CompanyName_AttachA
Price File – Attachment B	Price File – Category [Category Number]	FAC64_CompanyName_PriceFile
SDP Plan Form	Company Name SDP Plan Form	Company Name_SDPform.xls FAC64_CompanyName_SDPform
SDP Partner's Certification Letter	SDP Letter SDP Partner Company Name	FAC64_CompanyName_SDP_Letter
SDP Partnership Agreement (if subcontracting)	SDP Agreement – [SDP partner company name]	FAC64_CompanyName_SDP_Agreement
Proof/Certificate of Insurance	Insurance – [Company Name]	FAC64_CompanyName_Insurance
List of References (Category 1 or 3)	References [Category]	FAC64_CompanyName_References
Open Ratings Order Confirmation (Category 2)	Company Name Open Ratings	FAC64_CompanyName_OpenRating
Copy of Current S-License	Company Name S-License	FAC64_CompanyName_SLicense
Prompt Payment Discount Form	PPD – [Company Name]	FAC64_CompanyName_PPD
Additional Environmentally Preferable Products/Practices	EPP – [Company Name]	FAC64_CompanyName_EPP
Professional Certifications	NAME OF CERTIFICATION – [Company Name]	FAC64_CompanyName_CertificationName

5.8.2 File Size Limits

The system will not accept files that approach or exceed 10 MB. If a large file fails to upload, the Bidder must save the contents as multiple files. Note the naming convention used above which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc. <OR, if file descriptions and names are specified on the Response Form Only:>If a large file fails to upload, Bidders must break up the file and append _Part1, _Part2 to the end of the Description and File Name.

5.8.3 Duplicate File Names Not Accepted

Once a file has been submitted, Comm-PASS will not accept another file with the same name. This is the case even with files that are modified or have been withdrawn. If it is necessary to

resubmit a file, add an underscore and numeric suffix to the company name, for example, CompanyName_2_FootCat.

5.8.4 File Format Restrictions

All scanned documents must be in .pdf or .gif format, and must be scanned in such a way that they can be read on a computer monitor and printed on 8 1/2" x 11" paper, unless otherwise specified. Forms provided for the Bidder to complete, with the exception of the standard [Forms located on the Solicitation's Forms & Terms tab](#), must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

5.8.5 Documents and items that can not be submitted electronically

Documents and items that can not be submitted electronically, like confidential business references submitted by the reference, or requests for material samples, respectively, must be submitted to the address of the contact listed in the Issuer(s) tab on Comm-PASS in accordance with all of the Bid submission requirements including Bid Response Deadline, Bid Package and Environmental Response Submission Compliance provisions.

5.9 Withdrawing a Response

5.9.1 Prior to Close Date

Bids may be withdrawn using the Withdraw icon offered on the subscriber's Response Desktop.

5.9.2 After Close Date

No Bid can be withdrawn after the Close Date. If the Bidder wants to remove a Response from consideration, contact the Strategic Sourcing Services Lead for guidance.

6 APPENDIX 1 – REQUIRED TERMS FOR ALL STATEWIDE RFRS

The terms of [801 CMR 21.00](#): Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, Responses, and documentation must be in English and all cost proposals or figures in U.S. currency. All Responses must be submitted in accordance with the specific terms of this RFR.

6.1 General Procurement Information

6.1.1 Access to security-sensitive information

Bidders agree to adhere to this section in the event that an eligible entity provides a Contractor with security-sensitive information which, pursuant to MGL c. 4, § 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to MGL c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the Commonwealth. Qualified prospective Bidders that are interested in accessing this information for the purpose of preparing a bid Response must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

- restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal;
- safeguard the information while it is in their possession (consistent with Section 6 of the Commonwealth Terms and Conditions); and
- return such records and materials to the Commonwealth upon completion of the project.

6.1.2 Alterations

Bidders may not alter (manually or electronically) the Solicitation language or any Solicitation component files, except as directed in the RFR. Modifications to the body of the Solicitation, specifications, terms and conditions, or which change the intent of this Solicitation are prohibited and may disqualify a Response.

6.1.3 Bidder's Contact Information

It is the Bidder's responsibility to monitor the email address provided in the Solicitation for the Bidder's contact person. The SSST may need to contact the Bidder's contact person with clarification requests or for other reasons. The SSST and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the SSST to be lost or rejected by any means including email or spam filtering.

6.1.4 Comm-PASS SmartBid Subscription

As specified in the RFR Section entitled [Bid Response Method](#), Bidders must have or activate a free SmartBid account in order to submit a Response. A SmartBid subscription also provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, subscribers who login to SmartBid access:

- A secure desktop with Items I'm Tracking tools for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest

- Full-cycle, automated email alert whenever any record of interest is posted or updated
- A custom listing in the public Business Directory, an online “yellow-pages” advertisement

Bidders who activate a SmartBid account are required to provide a valid email address in order to receive notifications. Bidders responding to this RFR agree to:

1. alert the procurement manager by email if the email address used within the SmartBid account:
 - differs from the email address for public display in the Comm-PASS Contract record, if awarded
 - changes and must be updated within the publicly displayed Comm-PASS Contract record, if awarded
2. set the mail server and mailbox settings to treat email sent from the domains @comm-pass.com and @state.ma.us as “friendly” or “not SPAM.”

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts.

6.1.5 Costs

Costs which are not specifically identified in the Bidder’s Response, and accepted by the SSST as part of a Statewide Contract, will not be compensated under any Statewide Contract or engagement awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

6.1.6 Electronic Funds Transfer (EFT)

All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the Comptroller’s VendorWeb site located at: <https://massfinance.state.ma.us/VendorWeb/vendor.asp>.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the “Authorization for Electronic Funds Payment Form” to the SSST for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. A link to the EFT application can be found on the Comptroller’s VendorWeb site (see above link). This form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

6.1.7 Minimum Bid Duration

Bidders’ Responses to this RFR must remain in effect for at least 90 days from the date of Response submission.

6.1.8 Ownership of Submitted Responses

OSD and the SSST shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder’s Response, whether or not the Response is selected for Contract award.

Responses stored on Comm-PASS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via their Comm-PASS SmartBid Online Response Desktop, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a back up.

6.1.9 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SSST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the “Issuers” tab for this Solicitation in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on Comm-PASS should contact the [Comm-PASS Helpdesk](#).

In addition to the certifications found in the Commonwealth’s Standard Contract Form, by submitting a Bid Response, the Bidder certifies that the Response has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

6.1.10 Public Records Law

All Responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted Responses that are inconsistent with these statutes shall be disregarded.

6.1.11 Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder’s disability and the requested accommodation to the contact person for the RFR. The SSST reserves the right to reject unreasonable requests.

6.1.12 System of Record

Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders’ Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are composed of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Strategic Sourcing Services Team. All are incorporated into the Solicitation.

It is each Bidder’s responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the “Last Change” field on the Solicitation’s Summary tab, and
- Any Bidders’ Forum records related to this Solicitation (see [Locating an Online Bidders’ Forum](#) for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

6.2 Evaluation – Best Value Selection and Negotiation

The SSST may select the Response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The SSST and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder’s Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder’s original Response.

6.3 Terms and Requirements Pertaining to Awarded Statewide Contracts

6.3.1 Comm-PASS SmartBid subscription

Contractors must maintain a free Comm-PASS SmartBid subscriber account managed by the Subscriber online at www.Comm-PASS.com. The subscription must be renewed annually for the duration of the Contract.

6.3.2 Commonwealth Tax Exemption

Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

6.3.3 Contractor’s Contact Information

It is the Contractor’s responsibility to keep the Contractor’s Contract Manager information current. If this information changes, the Contractor must notify the SSSL by email immediately, using the address located on the Contract’s “Issuer(s)” tab in the “Contact Information” section.

The SSST and the Commonwealth assume no responsibility if a Contractor’s designated email address is not current, or if technical problems, including those with the Contractor’s computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the SSST to be lost or rejected by any means including email or spam filtering.

6.3.4 Contractual Status of Orders and Service Contracts

Each order or service contract placed under the Statewide Contract established as a result of this RFR shall be considered a separate Contract between the Contracting Department and the Contractor, and shall be deemed to incorporate all of the terms and conditions of the Statewide Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Statewide Contract. Additional terms which do not conflict with the Commonwealth’s Terms and Conditions, the Massachusetts Standard Contract Form, this RFR and any amendments, or the Bidder Response, may be included in an order or service contract, if mutually agreed upon by the contractor and the Eligible Entity.

6.3.5 Electronic Procurement Systems (eProcurement)

All Bidders responding to this RFR agree that, (1) in the event the Commonwealth implements a Web-based system to support catalog purchasing and upon at least 120 days notice, they will participate as directed by the SSST to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace, and (2) upon notification by the SSST that a Statewide Contract awarded as a result of this RFR will be enabled through Comm-PASS with Quick Quote functionality, the

bidders will restrict receipt of and response to requests for quote or purchase from all eligible public purchasers within the borders of Massachusetts through Comm-PASS SmartBid functionality.

By establishing an eMarketplace, Commonwealth executive departments and all eligible public entities will access one system to shop directly with Statewide Contract Vendors.

The eMarketplace will support an open model which means a supplier's single Web-catalog can be re-used for many customers. Bidders who already maintain or are developing a Website for product ordering are advised that links to their sites will only be enabled within Comm-PASS or the eMarketplace if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Bidders who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within Comm-PASS if content is restricted to terms authorized under Statewide Contract.

6.3.6 Emergency Standby Commodities and/or Services

Contractors may be called upon during a declared state of emergency to supply and/or deliver to the Commonwealth on a priority basis commodities and/or services which are currently under Statewide Contract.

To accommodate such requests, Contractors may be asked, and must make every effort to service, these requests from regular sources of supply at the rates set forth in any Statewide Contract resulting from this RFR.

6.3.7 HIPAA: Business Associate Contractual Obligations

Bidders are notified that any Department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR or RFQ and resulting contract sufficient language establishing the successful Bidder's contractual obligations, if any, that the Department will require in order for the Department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the Department determines that the successful Bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the Department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the Bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the Department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules.

The above information pertains to contracts with Departments which are entered into under the Statewide Contract. This Solicitation itself does not fall under HIPAA.

6.3.8 Pricing: Federal Government Services Administration (GSA) or Veteran’s Administration Supply

The Commonwealth reserves the right to request that the Contractor provide initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran’s Administration Supply contract at any time during the term of the Statewide Contract, the Contractor must notify the Commonwealth Contract Manager.

6.3.9 Pricing

Statewide Contractors may be asked to offer (and are encouraged to make available) special discounted pricing opportunities to Eligible Entities within the terms of their Statewide Contract. Such price discounts may come in the form of periodic aggregate purchases by Eligible Entities, whereby such entities will request further discounted prices from the Contractor(s) for guaranteed quantities to be purchased. The Statewide Contractor must report to the Strategic Sourcing Services Lead (SSSL) prior to any such price reductions or discounts, or other more favorable terms, being offered to any Eligible Entity beyond those in their Statewide Contract. The SSSL reserves the right to approve all price adjustments.

6.3.10 Publicity

Any Statewide Contractor awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the Statewide Contract, including lists of participating Entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the SSST.

6.3.11 Save Smart Program (\$ave \$mart)

The OSD \$ave\$mart Program is a partnership between OSD and Statewide Contract Vendors. The purpose of the program is to create additional cost savings and opportunities for all Eligible Entities utilizing Statewide Contracts. These opportunities could be in the form of reduction in cost for a limited time, free training opportunities, and other offerings.

Contractors should notify the Commonwealth Contract Manager of any price reductions they are willing to provide, including those which are time- or quantity-limited, as a promotional or competitive strategy, an inventory reduction initiative, or for any other reason. If suitable, the cost savings will be showcased in the \$ave \$mart section of OSD’s website.

6.3.12 Statewide Contractor Marketing Requirements

Statewide Contractors awarded under this RFR must adhere to the following sales/marketing requirements and limitations regarding their Contract: Contractors may only sell those goods and/or services for which they are awarded a Statewide Contract pursuant to this RFR; marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. During the life of the Contract, the SSST reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to Eligible Entities.

6.3.13 Subcontracting Policies

Prior approval of the department is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

6.3.14 Transaction Fee

In the event the Operational Services Division determines that it is necessary to adopt an alternative funding mechanism for its procurements in the future, including, but not limited to, a transaction fee, the Operational Services Division hereby reserves the right to renegotiate the inclusion and implementation of such a fee and/or other alternative funding mechanisms with the awarded contractors.

7 APPENDIX 2 – REQUIRED TERMS FOR ALL INFORMATION TECHNOLOGY STATEWIDE RFRS

7.1 Enterprise Policy and Standards

All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Guidance promulgated by the Commonwealth's CIO as they existed at the time the Request for Quote or other Solicitation was posted, unless otherwise specified in the Request for Quote or other Solicitation, or the resulting contract (That is, the policies will be those in effect when specifications for particular engagements are posted, NOT those in effect at the time this RFR was posted.). Non-conforming IT systems cannot be deployed unless the purchasing agency and their Contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology [Policies, Standards & Guidance](#), with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their Contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

Contractors should only request the Public Access Architecture documentation when they are bidding on specific projects or services, and should request it of the Contracting Department which has posted the Request for Quotes or other Solicitation. Bidders must not request a copy of the Commonwealth's Public Access Architecture in connection with responding to this RFR.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808 to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CIO's grant of written permission for a deviation, shall constitute breach of any Contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the Contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

7.2 Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the Contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth's use of Contractor provided

products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

8 APPENDIX 3 - INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

Some of the forms listed below can be electronically signed by the Bidder, see [Electronic Signatures](#). However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section entitled [Ink Signatures](#): the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

8.1 Forms located on the Solicitation's Forms & Terms tab

8.1.1 Commonwealth Standard Contract Form

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

By executing this document or signing it electronically, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the SSST. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the Operational Services Division and included as part of the Statewide Contract upon execution of this document by the State Purchasing Agent or his designee.

If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date MUST be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

8.1.2 Commonwealth Terms and Conditions

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this

document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form).

8.1.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State Contract will be sent. The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form.

8.1.4 Contractor Authorized Signatory Listing

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an "Authorized Signatory," that person's name must be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor..." if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

The second page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. However, the "optional" aspect of the form is that Commonwealth Departments are not required to use it. In the case of Statewide Contracts, this page is REQUIRED, not optional. The person signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

Please note that in two places where the form says "in the presence of a notary," this should be interpreted to mean "in the presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary can authenticate the form; only one is required.

Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

8.2 Forms located on the Solicitation's Specifications tab

8.2.1 Supplier Diversity Program Plan Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

The specific Supplier Diversity Program (SDP) requirements for this procurement can be found earlier in this document. Bidder's Supplier Diversity Program Plan must include a copy of the SDO certification of each Minority and Women Business Enterprise (M/WBE) company listed. A certified Bidder may not list itself as being a Supplier Diversity Program Partner to its own company. This form is NOT the same as the SDO certification of the Bidder's company.

Please refer to RFR Section 3.6 for use of SOMWBA certification in place of SDO certification during the transition period.

8.2.2 Additional Environmentally Preferable Products / Practices

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders must complete this form and submit it with their RFR Response.

8.2.3 Prompt Payment Discount Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

Pursuant to the Prompt Payment Discount terms set forth in the RFR Required Specifications for Statewide Contracts and on the Prompt Payment Discount Form itself, all Bidders must execute this form. After entering the "Bidder Name" and "Date of Offer for Prompt/Early Payment Discount", the Bidder must identify the prompt payment discount(s) terms by indicating the "Percentage Discount off of the Proposed Pricing" and the "Turn-around-time for Payments." In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder must document this fact and provide supporting information.

If awarded a contract, the final negotiated Prompt Pay Discounts should be reflected on the Commonwealth Standard Contract Form.

8.2.4 Business Reference Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

Bidders must provide all requested information on this form for ten (10) business references. In completing this form, note that the "Bidder" is the name of the company submitting a Response to this RFR and the "RFR Name/Title" and the "RFR Number" can be found on the cover of the RFR and on the Summary Tab on Comm-PASS in the Document Number field. Also, please note that: "Reference Name" is the name of the organization (if not applicable, then name of the individual) that is providing the reference; "Contact" is the name of the individual inside the organization that will provide the reference; and the "Address," "Phone #" and "Fax/Internet Address" are those of the "Contact" so that the SSST may be able to reach them.

9 APPENDIX 4 – MASSACHUSETTS DEPARTMENT OF CORRECTION SECURITY REQUIREMENTS:

Because this contract will service state prisons, the Contractor should be aware that emergency situations may occur which could prevent scheduled services to be rendered. In any such case, the Contractor may not be admitted into the applicable institution(s) or on state property, which would not allow the Contractor to perform their service. In these situations, the Contractor will make every effort to return, upon notice by the Department, to perform the scheduled service. In no case, shall the Department be charged for any additional expenses pertaining to these and similar situations.

All work is to be completed in a professional manner. The Contractor shall familiarize him/herself and abide by all Department and institution rules and regulations. Convicted felons are not allowed on DOC property. Background checks will be completed for individuals performing any work under this contract and at any time during this contract. Jeans of any color are not allowed inside correctional facilities. The possession or use of any tobacco products are prohibited on Department property.

DOC Rules and Regulations: It must be fully understood by the bidders/contractors that the Department of Correction and each facility have security rules and regulations that must be strictly adhered to at all times. Included in these regulations are required security clearances. It should be understood that every contractor/employee who will present themselves at a correctional facility or on the property must have pre-approved clearance from that facility. Convicted felons are not allowed on state property. Background checks will be completed for individuals performing any work under this contract. Upon request by the DOC, the contractor will provide the DOC with specific information to be used to complete background checks. Contractors' equipment, tools and vehicles may be checked, searched and approved prior to entering, prior to leaving, and at any time while in the facility or on facility grounds. In addition, a locking gas cap may be required for any vehicle entering the facility.

9.1 Prison Rape and Elimination Act (PREA)

The Prison Rape Elimination Act (Public Law No. 108-79), enacted in 2003, supports the elimination and prevention of sexual assault and rape within corrections systems, mandates national data collection efforts, provides funding for program development and research, creates a national commission to develop standards and accountability measures and applies to all federal, state and local prisons, jails, police lock-ups, private facilities and community settings such as residential facilities.

The Department of Correction has zero tolerance towards the sexual abuse of inmates in its custody. All staff members, volunteers, and vendors are required to comply with 103 DOC 519, the Sexually Abusive Behavior Prevention and Intervention Policy, and to report any sexually abusive behavior to the Department immediately. Inmate employers are required to immediately report such behavior to the facility Superintendent.

The Contractor shall fully cooperate with the Department's implementation of Public Law 108-79, The Prison Rape Elimination Act (PREA) and the Department's implementation of the United States Department of Justice Prison Rape Elimination Act Prison and Jail Standards, 28 CFR 115 (May 17, 2012). Specifically, the Contractor shall comply with all Department policies and procedures and shall develop and implement protocols that are consistent and in accordance with the Department's current and future policies regarding staff sexual misconduct and other types of abusive sexual behavior, including 103 DOC 519, Sexually Abusive Behavior Prevention and Intervention Policy.

The contractor, as an extension of the DOC, is responsible for full and complete compliance with the PREA Law and all standards contained in the PREA Prisons and Jails Standards issued by the Department of Justice, including:

Prevention Planning:

(1) § 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator

(2) § 115.12 Contracting with other entities for the confinement of inmates.

The Contractor is responsible for ensuring that it is in full compliance with the PREA Law and all standards, and must achieve a 100% passing score on all PREA audits initiated by the Department, ACA, and/or any other entity.

No Rights in Third Parties. Except as otherwise expressly provided herein, this contract and all rights hereunder are intended for the sole benefit of the Contractor and the Department. This contract shall not imply or create any rights on the part of, or obligations to, any other person.

10 GLOSSARY

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk (“*”) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency - For the purposes of this Solicitation, the terms “Agency,” “Eligible Entity,” “Department,” “Commonwealth Agency,” and “Contracting Department” include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Bid or Response - generally refers to the offer submitted in response to a Solicitation or Request for Response (RFR).

Bidder * - An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

Commonwealth Contract Manager – See Strategic Sourcing Services Lead.

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both.

Contractor * - An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.

Contractor Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Department - For the purposes of this Solicitation, the terms “Department,” “Eligible Entity,” “Agency,” “Commonwealth Agency,” and “Contracting Department” include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Eligible Entity - For the purposes of this Solicitation, the terms “Eligible Entity,” “Agency,” “Department,” “Commonwealth Agency,” and “Contracting Department” include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Environmentally Preferable Product (EPP) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

Evaluation – The process, conducted by the Strategic Sourcing Services Team, of reviewing, scoring and ranking the submitted bids/Responses related to this Solicitation.

FY – See Fiscal Year

Fiscal Year - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the "State Fiscal Year."

PMT – See Strategic Sourcing Services Team

Procurement Management Team – See Strategic Sourcing Services Team

Purchasing Entity – Same as “Eligible Entity.”

Request for Response (RFR) * – The mechanism used to communicate Procurement specifications and to request Responses from potential Bidders. An RFR may also be referred to as a "Solicitation."

Response – The Bidder’s complete submission in response to a Solicitation, in other words, a “Bid” or “Proposal.”

Solicitation – See “Request for Response.”

Strategic Sourcing Services Lead (SSSL) - Strategic Sourcing Services Lead or Procurement Manager is the OSD’s Commonwealth Contract Manager responsible for the Solicitation and resulting Statewide Contract. Formerly known as Procurement Team Leader (PTL).

Strategic Sourcing Services Team (SSST) - Representatives from various Eligible Entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations evaluate Bids and award Statewide Contracts. The SSST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Statewide Contract. Formerly known as Procurement Management Team (PMT)

SSSL – See Strategic Sourcing Services Lead (formerly PTL).

SSST – See Strategic Sourcing Services Team (formerly PMT).