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DEPARTMENT OF ENERGY RESOURCES
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Carbon Tax Study and Analysis

RFR-ENE-2014-031

ISSUED: APRIL 23, 2014

DEPARTMENT OF ENERGY RESOURCES
MARK SYLVIA, COMMISSIONER

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I. INTRODUCTION AND PURPOSE OF PROCUREMENT

A. OVERVIEW AND GOALS

The Massachusetts Department of Energy Resources (“DOER”) is a state agency whose mandate is to analyze and develop policies and programs to ensure that Massachusetts citizens have adequate, diverse energy supplies, at a reasonable cost, with a minimal impact on the environment. To that end, the DOER strives to create a cleaner energy future for the Commonwealth, economically and environmentally, including:

- Accelerating the deployment of cost-effective energy efficiency,
- Increasing the development of greener energy resources,
- Implementing strategies to assure reliable supplies and improve the cost of clean, energy relative to fossil-fuel based generation, and
- Supporting Massachusetts clean energy companies and spurring Massachusetts clean energy employment.

B. BACKGROUND

The objective of this study is to provide a general analysis of a carbon tax as a viable market mechanism to internalize the external cost of carbon emissions and reduce overall emissions in the Commonwealth. An assessment of the interaction between a preferred state-wide carbon tax model and other programs and legislation such as the Regional Greenhouse Gas Initiative, Renewable Portfolio Standard, Global Warming Solutions Act and other related legislation and programs will be required. Additionally, as a component of the study, DOER also seeks analysis of how such a tax reform would be implemented within the Commonwealth. Implementation analysis will identify legislative and regulatory requirements, as well as outline administrative implementation plans by agency (e.g. DEP, DOR, DOER, DOT, RMV, etc).

The two principal components of a carbon tax that need to be studied are: 1) the collection of tax revenues and 2) how those revenues are offset to have a net zero impact on total revenues collected. DOER seeks analysis of each component and of the net impact from the two components combined. Specifically, DOER seeks to model a revenue-neutral carbon tax, where any revenues collected from the carbon tax would be offset through a reduction in sales, excise, income or property taxes, or some combination thereof. Furthermore, as a carbon tax may have a regressive impact on low-income stakeholders, the study should assess corrective policies to negate such effects through targeted offsets or mechanisms such as additional dispensation for low-income consumers and/or disproportionately affected communities. In addition, the study should evaluate impacts on the overall Massachusetts economy, such as on employment, and policy designs to improve those indicators. Of particular concern is reducing the risk of inducing leakage of emissions to areas with no carbon price.

How the carbon tax revenues are offset can be expected to have a strong role on the net impacts of the tax. The study should evaluate policy designs which aid in bolstering the economy and provide a sophisticated lens in

understanding the impact of such a carbon tax on households, businesses, and institutions. The study should build upon previously conducted research and analysis.

II. PROCUREMENT CALENDAR:

DOER Issues Request for Responses (RFR)	April 23, 2014
Deadline for Submitting Questions	May 5, 2014
DOER Answers to Questions Posted	May 6, 2014
RFR Response Due	May 9, 2014 3:00 PM
Execution of Contract with DOER*	May 9, 2014
Project Completion Date	September 2nd, 2014

* Dates after RFR Response Due date are *anticipated* dates. All dates are subject to change

III. PROCUREMENT AND CONTACT INFORMATION

A. TYPE OF PROCUREMENT:

This RFR is commodities and services procurement, governed by 801 CMR 21,

B. USE OF THIS PROCUREMENT BY SINGLE OR MULTIPLE DEPARTMENTS:

This RFR is for single department procurement. All contracts awarded under this RFR will be utilized solely by the DOER.

C. RFR DISTRIBUTION METHOD:

This RFR has been distributed electronically using the Comm-Buys system and the DOER Website at www.ma.gov/doer. It is the responsibility of every potential respondent to check Comm-Buys for any addenda or modifications to an RFR to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to respondents who fail to check for amended RFRs or submit inadequate or incorrect responses. Potential respondents are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure they have the most recent RFR files.

Respondents may not alter RFR language or any RFR component files. Those submitting a proposal must respond in accordance to the RFR directions and complete only those sections that prompt a respondent for a response. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized alterations will disqualify a response.

D. TOTAL ANTICIPATED DURATION OF CONTRACT

This project should be completed by September 2nd 2014.

E. TOTAL ANTICIPATED VALUE OF CONTRACT

Estimated Value of this procurement is \$150,000

F. QUESTIONS AND ANSWERS:

All questions must be submitted to MassDOER, care of Birud Jhaveri by email at birud.jhaveri@state.ma.us

Questions and answers will be periodically posted on the Massachusetts DOER website and finalized on May 6, 2014

G. CONTACT INFORMATION:

Responses to this RFR will be received by:

Procurement Contact:	Birud Jhaveri Department of Energy Resources 100 Cambridge Street, Suite 1020 Boston, MA. 02114
E-mail:	birud.jhaveri@state.ma.us

RFR Name:	Carbon Tax Study
RFR File Number:	RFR-ENE-2014-031

IV. PERFORMANCE AND CONTRACT SPECIFICATIONS

A. PROJECT ORGANIZATION AND RESPONDENT'S ROLE

Scope of Work

The Massachusetts Department of Energy Resources is seeking a consultant to provide:

- An overview of the economics of carbon pricing
 - Identify application of tax to
 - Consumers, Producers, Municipalities, Government operations, Non-profits
 - Identify Massachusetts tax base
 - GHG emissions by sector
 - Identify tax shifting (changes in tax base by demographics, sector, geography, etc.)
 - Proposed carbon tax rate scenarios for modeling
- Overview of potential carbon tax designs
 - Include evaluation of models, or features, that have been implemented in other jurisdictions
- Identification of preferred carbon tax design features for the Commonwealth
- Modeling the economic impacts of a carbon tax based on preferred design features
 - Modeling methodology to include interactions among all major aspects of the state's economy, with the capability to include feedback mechanisms
 - Provide results relating to
 - Impact on GHG emission levels
 - Impact on employment/job creation
 - Impact on cost of living
 - Impact on different income strata
 - Demographic shifts
 - Tax shifting
 - Impact on personal income, disposable income, and gross state product
 - Industry competitiveness
 - Impact on low income households
 - Disproportionately affected communities (regional/local impact)
 - Carbon leakage
- Transition to a carbon-taxed economy
 - Interaction between carbon tax model and other programs, regulations and legislation
 - RGGI, RPS, GWSA, GCA, etc.
 - Implementation plan
 - Identify legislative changes required to implement
 - Evaluate the most recent version of the Barrett/Conroy Carbon Tax bill (we expect the bill to be revised soon) and potential alternative designs
 - Identify regulatory changes required to implement the tax
 - Provide administrative implementation plans by agency (e.g. DOR, DOER, RMV, etc)
 - Identify transitional support measures for
 - Consumers
 - Producers
 - Identify corrective measures to ensure neutrality or better of net economic impacts on:

- Low income customers
 - Disproportionately affected communities
- Development of standards for
 - Emissions accounting
 - Auditing standards

Consultant will prepare a draft report, final report and a PowerPoint presentation. The draft and final reports will be documents that summarize the literature review, modeling, observations, findings, analysis and conclusions, and describe the overall approach and assumptions. The PowerPoint presentation will be a slide deck that is a reflection of the report but is intended to be presented to DOER and other stakeholders. Stakeholder input is required during the process of developing the model and subsequent reports.

V. DELIVERABLES, OWNERSHIP, REPORTING AND INVOICING:

A. DELIVERABLES:

Key deliverables to be completed by the selected consultant include:

- Reports documenting activities, analyses, findings, and recommendations associated with the tasks of the scope of work
- Weekly updates on progress to DOER
- Other deliverables as defined by DOER and selected consultant during kick-off

B. OWNERSHIP OF DELIVERABLES:

All deliverables including, but not limited to, those listed above shall be owned by the Commonwealth of Massachusetts.

C. REPORTING:

Every week, for the duration of the contract, the successful selected Respondent must provide DOER with an update in an electronic format that includes the following:

- Tasks performed pursuant to the Scope of Work
- Planned activities for the upcoming two weeks
- Description of any issues, concerns, or other feedback.

D. INVOICING:

The successful Respondent may submit an invoice for work performed during the period of the contract no more frequently than once a month. Invoices shall include information required by the DOER and specified in the

contract, including, for example, the dates of service, type of service performed, hours associated with each task, and copies of time sheets.

EVALUATION CRITERIA

The selected consultant needs to have the experience, ability, and skills to complete projects of this type on time and within budget.

All proposals received by the due date and meeting the requirements established in this RFR will be reviewed and evaluated by DOER staff in accordance with, but will not be limited to, the following criteria:

- 1) **Completeness and clarity of the proposal:**
- 2) **Respondent's experience with similar project analyses:**
- 3) **Demonstrated abilities and experience with project management:**
- 4) **Writing Final Reports**
- 5) **Cost**

VI. SUBMISSION REQUIREMENTS

A Proposal must contain the transmittal letter, non-price, price and other components described below (a "Proposal Package"). **The Proposal Package must be received by Birud Jhaveri at DOER by 3:00 pm on May 9, 2014. Late responses will not be accepted.** All correspondence and filings submitted to DOER shall be directed to the Procurement Contact.

A. CONTENTS OF THE PROPOSAL PACKAGE

The Proposal Package must contain the following components:

- 1) **Transmittal Letter** – A sealed envelope labeled with the Respondent's name and the words, "Transmittal Letter," must contain one original hard copy with blue ink signatures, and a CD or flash drive with an electronic copy (in searchable pdf format) of the transmittal letter.
- 2) **Non-Price Proposal** – A sealed envelope labeled with the Respondent's name and the words, "Non-Price Proposal," must contain one original hard copy with blue ink signatures, and a CD or flash drive with an electronic copy (in searchable pdf format) of the non-price response.
- 3) **Price Proposal** – A sealed envelope labeled with the Respondent's name and the words, "Price Proposal," and a CD or flash drive with an electronic copy (in searchable pdf format) of the price response.

Details regarding the content of each of these components are provided in Section B below.

Once the Respondent is selected, *all* submissions will be subject to Public Record disclosure and may be posted online on the Comm-BUYS system.

B. DESCRIPTION OF PROPOSAL PACKAGE COMPONENTS

- 1) **Transmittal Letter** – The transmittal letter should highlight any special features of the Proposal, and include the name, phone number, and email address for the point of contact for the Respondent. The transmittal letter should be signed by a representative of the Respondent who has the authority to bind the Respondent.
- 2) **Non-Price Proposal**, which must include the following:
 - a) The project management plan
 - b) Timeline for completing project
 - c) The plan of approach to achieve end deliverables
 - d) A narrative outlining the experience of the firm (not to exceed 10 pages)
 - e) Resumes for key members of the project team
 - f) Three references that can speak to the experience of the members of the project team
 - g) Three references that can speak to the firm’s success in completing similar projects The Commonwealth documents referenced in Appendix B.
- 3) **Price Proposal**
 - a) Completed Schedule of Participation

C. WITHDRAWAL OR MODIFICATION OF PROPOSAL PACKAGE

- 1) A Respondent may withdraw or modify its Proposal by written request at any time prior to the RFP submission deadline. Telephonic submittals, amendments, or withdrawals will not be accepted.
- 2) Unless otherwise specified, no proposal may be withdrawn for a period of 120 days following the submittal deadline. Negligence on the part of the Respondent in preparing the Proposal confers no rights for the withdrawal of the Proposal after it has been opened.
- 3) No responsibility will attach to an officer or person for the premature opening of a Proposal not properly addressed and identified.

- 4) Any Respondent taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known through the question submittal process outlined in the Procurement Calendar.
- 5) It is the Respondent's responsibility to regularly check Comm-BUYS for any updates or changes to this RFR.

VII. EVALUATION AND AWARD

A. PROCESS

DOER will review the responses and may conduct an interview process. DOER reserves the right to select no respondents if the responses do not meet a sufficient standard based on the evaluation criteria. The evaluation committee reserves the right to waive any technical defect or informality in Proposals received or to allow the Respondent to correct them, and to accept or reject any Proposal or portion thereof. The evaluation committee reserves the right to seek additional information from any and all Respondents including but not limited to requests for clarifications and interviews.

B. RESPONDENT SELECTION AND CONTRACT EXECUTION

All Respondents will be notified in writing of DOER's selection decision. DOER and the Commonwealth reserves the right to reject any requested changes identified by the Respondent if not previously agreed upon during the response review and interview process. If an acceptable contract cannot be reached with any Respondent within 30 days of the written applicant selection notification, DOER may withdraw its selection of the Respondent.

VIII. OTHER TERMS:

REPORTING

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

SECURITY AND CONFIDENTIALITY

The Contractor shall comply fully with all security procedures of the Commonwealth and all other applicable state, local and federal agencies in performance of the 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.

AUDIT

During the term of this Agreement and for a period of six years thereafter, the DOER, its auditors, the Operational Services Division, 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 overcharged DOER, then the Contractor shall remit the overcharged amount and be responsible for payment of any costs associated with the audit.

APPENDIX A

GENERAL PROCUREMENT INFORMATION

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:

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

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.

OWNERSHIP OF SUBMITTED RESPONSES

DOER 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.

PROHIBITIONS

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the MassDOER procurement team 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-BUYS and/or DOER should contact the Comm-Buys Help Desk or notify Birud Jhaveri directly.

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.

TERMS AND REQUIREMENTS PERTAINING TO AWARDED CONTRACTS

COMMONWEALTH TAX EXEMPTION

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

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 Contract Manager by email immediately, using the address located on the Contract's "Issuer(s)" tab in the "Contact Information" section.

The Commonwealth assumes 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 PMT to be lost or rejected by any means including email or spam filtering.

PUBLICITY

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

Required Specifications

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

The terms of *801 CMR 21.00: Procurement of Commodities and Services* (and *808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services*, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional

definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

Supplier Diversity Program (SDP). Massachusetts Executive Order 524 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. All bidders must follow the requirements set forth in the SDP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of SDP objectives, the Supplier Diversity Program (SDP) Plan for large procurements greater than \$150,000 will be evaluated at 10% or more of the total evaluation. Once an SDP Plan is submitted, negotiated and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SDO certified contractors to fulfill their own SDP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over \$150,000.

- This RFR will contain some or all of the following components as part of the Supplier Diversity Program Plan submitted by bidders:
 - Sub-contracting with certified M/WBE firms as defined within the scope of the RFR,
 - Ancillary use of certified M/WBE firms,
 - Growth and Development activities to increase M/WBE capacity,

All certified businesses that are included in the bidder's SDP proposal are required to submit an up to date copy of their certification letter. For further information on SDO certification, contact the Supplier Diversity Office at (617) 502-8831 or via the Internet at www.mass.gov/sdo. Other resources are available to M/WBE firms that may qualify for SDO certification at www.mass.gov/sdp.

Supplier Diversity Program Subcontracting Policies. Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Supplier Diversity Program (SDP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

Best Value Selection and Negotiation. The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or

contractor's original response.

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-BUYS or the DOER website.

Costs. Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the DOER lead (Stephen Russell), including requests for clarification. The DOER lead (Stephen Russell) and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. 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 VendorWeb site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, 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.

Environmental Response Submission Compliance. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.

- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

Minimum Bid Duration. Bidders responses/bids made in response to this RFR must remain in effect for at least 90 days from the date of bid submission.

Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply. The Commonwealth reserves the right to request from the successful bidder(s) 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 this contract period, it must notify the Commonwealth contract manager.

Prompt Payment Discounts (PPD). All bidders responding to this procurement 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. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found under the Forms and Terms tab of this solicitation.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the DOER. The DOER will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

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

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 DOER reserves the right to reject unreasonable requests.

Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

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 its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

