**EXHIBIT D**

**The Commonwealth of Massachusetts**

**EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**

**STATE 911 DEPARTMENT**

151 Campanelli Drive, Suite A, Middleborough, MA 02346



Request for Response (RFR)

MASSACHUSETTS SPECIALIZED

CUSTOMER PREMISES EQUIPMENT

STATE 911 DEPARTMENT 23 –002

COMMBUYS Bid#:

February 24, 2023

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Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that may be found on [COMMBUYS](http://www.commbuys.com/) (www.COMMBUYS.com). Bidders are responsible for reviewing and adhering to all information, forms, and requirements for the entire Bid, which are incorporated into the Bid. Bidders also may contact the OSD Help Desk at OSDHelpDesk@mass.gov or by phone at 1-888-MA-STATE (627-8283). The OSD Help Desk is staffed from 8:00 p.m. to 5:00 p.m. Monday through Friday, Eastern Time, except during federal, state, and Suffolk county holidays.

[1 RFR Introduction and General Description 1](#_Toc128126019)

[1.1 Procurement Scope and Description 1](#_Toc128126020)

[1.2 Background information 1](#_Toc128126021)

[1.2.1 Historical Overview 2](#_Toc128126022)

[1.3 Applicable Procurement Law 3](#_Toc128126023)

[1.4 Number of awards 3](#_Toc128126024)

[1.5 Adding Contractors after initial Contract award 3](#_Toc128126025)

[1.6 Eligible Entities 3](#_Toc128126026)

[1.7 Acquisition Method(s) 4](#_Toc128126027)

[1.8 Performance and Payment Timeframes Which Continue Beyond Duration of the Contract. 4](#_Toc128126028)

[1.9 Contract Duration 4](#_Toc128126029)

[1.10 Estimated Value of the Contract 5](#_Toc128126030)

[2 . Estimated Procurement Calendar 6](#_Toc128126031)

[2.1 Written questions via the Bid Q&A on COMMBUYS 6](#_Toc128126032)

[2.2 Locating Bid Q&A 7](#_Toc128126033)

[2.3 Amendment Deadline 7](#_Toc128126034)

[3 Specifications 8](#_Toc128126035)

[3.1 Bidder Qualifications 8](#_Toc128126036)

[3.1.1 Company experience 8](#_Toc128126037)

[3.1.2 References and reference information and/or requirements 8](#_Toc128126038)

[3.1.3 Additional Documentation 9](#_Toc128126039)

[3.2 Commodity Specifications 9](#_Toc128126040)

[3.2.1 Technical Specifications 9](#_Toc128126041)

[3.2.2 Brand name or equal 10](#_Toc128126042)

[3.2.3 Warranties and Guarantees 10](#_Toc128126043)

[3.2.4 Repairs 11](#_Toc128126044)

[3.2.5 Product Upgrades & Replacements 12](#_Toc128126045)

[3.2.6 Product Documentation and Operating Manuals 12](#_Toc128126046)

[3.3 Service Specifications 13](#_Toc128126047)

[3.3.1 Training 13](#_Toc128126048)

[3.3.2 Delivery 13](#_Toc128126049)

[3.3.3 Shipping FOB Destination 14](#_Toc128126050)

[3.3.4 Trade-Ins 14](#_Toc128126051)

[3.3.5 Recycling of Equipment 15](#_Toc128126052)

[3.3.7 Contractor Performance Requirement and Measures 15](#_Toc128126053)

[3.4 Small Business Purchasing Program 16](#_Toc128126054)

[3.4.1 Program Background 16](#_Toc128126055)

[3.4.2 SBPP Award Preference 16](#_Toc128126056)

[3.4.3 SBPP Participation Eligibility 16](#_Toc128126057)

[3.4.4 SBPP Compliance Requirements 17](#_Toc128126058)

[3.4.5 Program Resources and Assistance 17](#_Toc128126059)

[3.5 Supplier Diversity Program 17](#_Toc128126060)

[3.5.1 Program Background 17](#_Toc128126061)

[3.5.2 Financial Commitment Requirements 17](#_Toc128126062)

[3.5.3 Eligible SDP Partner Certification Categories 18](#_Toc128126063)

[3.5.4 Eligible Types of Business-to-Business Relationships 18](#_Toc128126064)

[3.5.5 Program Flexibility 19](#_Toc128126065)

[3.5.6 SDP Plan Form Requirements 19](#_Toc128126066)

[3.5.7 Evaluation of SDP Forms 20](#_Toc128126067)

[3.5.8 SDP Spending Reports and Compliance 21](#_Toc128126068)

[3.5.9 SDP Spending Verification 21](#_Toc128126069)

[3.5.10 Program Resources and Assistance 21](#_Toc128126070)

[3.6 Security Measures 21](#_Toc128126071)

[3.7 Environmental Specifications 23](#_Toc128126072)

[3.7.1 Executive Order 515, Establishing an Environmental Purchasing Policy 23](#_Toc128126073)

[3.8 Americans with Disabilities Act 23](#_Toc128126074)

[3.9 Compensation Structure/Pricing 23](#_Toc128126075)

[3.9.1 Prompt Payment Discounts 24](#_Toc128126076)

[4 Other Terms 25](#_Toc128126077)

[4.1 Invoicing and Payment 25](#_Toc128126078)

[4.2 Reporting. 26](#_Toc128126079)

[4.3 Security and confidentiality 26](#_Toc128126080)

[4.4 Contract Management (Contractor’s interface with Commonwealth’s Contract Manager) 26](#_Toc128126081)

[4.5 Orders 27](#_Toc128126082)

[4.6 Failure to perform contractual obligations 27](#_Toc128126083)

[5 Audit 27](#_Toc128126084)

[6 Evaluation criteria 27](#_Toc128126085)

[6.1 Mandatory requirements 28](#_Toc128126086)

[6.2 Alternatives 28](#_Toc128126087)

[6.3 Testing and Demonstration 28](#_Toc128126088)

[6.4 Evaluation Components 29](#_Toc128126089)

[7 HOW TO SUBMIT A quote 29](#_Toc128126090)

[7.1 Quote Submission Method 29](#_Toc128126091)

[7.2 COMMBUYS Quote Submission Training and Instructions 30](#_Toc128126092)

[7.3 COMMBUYS Support 30](#_Toc128126093)

[7.4 Bid Opening Date/Time 30](#_Toc128126094)

[7.5 Quote Contents 31](#_Toc128126095)

[7.5.1 Electronic Signatures 31](#_Toc128126096)

[7.5.2 Acceptable Forms of Signature 32](#_Toc128126097)

[7.6 Limits and Restrictions 32](#_Toc128126098)

[7.6.1 File Size Limits 32](#_Toc128126099)

[7.7 Withdrawing a Quote 32](#_Toc128126100)

[7.7.1 Prior to Bid Opening Date/Time 32](#_Toc128126101)

[7.7.2 After Bid Opening Date/Time 33](#_Toc128126102)

[8 Appendix A – Required Terms for all RFRs 34](#_Toc128126103)

[8.1 General Procurement Information 34](#_Toc128126104)

[8.1.1 Alterations 34](#_Toc128126105)

[8.1.2 Ownership of Submitted Quotes 34](#_Toc128126106)

[8.1.3 Prohibitions 34](#_Toc128126107)

[8.2 Terms and Requirements Pertaining to Awarded Contracts 35](#_Toc128126108)

[8.2.1 Commonwealth Tax Exemption 35](#_Toc128126109)

[8.2.2 Contractor’s Contact Information 35](#_Toc128126110)

[8.2.3 Contractual Status of Orders and Service Contracts 35](#_Toc128126111)

[8.2.4 Publicity 35](#_Toc128126112)

[9 Appendix B - RFR - Required Specifications 36](#_Toc128126113)

[10 APPENDIX C - Instructions for Execution and Submission of Commonwealth Standard Forms 47](#_Toc128126114)

[10.1 Commonwealth Standard Contract Form 47](#_Toc128126115)

[10.2 Commonwealth Terms and Conditions/Commonwealth IT Terms and Conditions 47](#_Toc128126116)

[10.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) 48](#_Toc128126117)

[10.4 Contractor Authorized Signatory Listing 48](#_Toc128126118)

[10.5 Supplier Diversity Program Plan Form 49](#_Toc128126119)

[10.6 Current Environmentally Preferable Products / Practices Form 49](#_Toc128126120)

[10.7 Prompt Payment Discount Form 49](#_Toc128126121)

[10.8 Business Reference Form 50](#_Toc128126122)

[11 appendix D – Instructions for Vendors Responding to Bids Electronically through COMMBUYS 51](#_Toc128126123)

[12 APPENDIX E - Cost Tables: Specialized Customer Premises Equipment 55](#_Toc128126124)

[13 APPENDIX F - Trade-Ins 56](#_Toc128126125)

[14 APPENDIX G - Sample REPAIR Form 57](#_Toc128126126)

[15 Appendix H - Glossery 58](#_Toc128126127)

# RFR Introduction and General Description

## Procurement Scope and Description

The Department in consultation with the Massachusetts Commission for the Deaf and Hard of Hearing, the Massachusetts Commission for the Blind and the Massachusetts Rehabilitation Commission, seeks to procure the services of one or more contractor(s) to supply specialized customer premises equipment which provides access to telephone networks for eligible individuals with a hearing, speech, vision, mobility, or cognitive disability throughout the Commonwealth. The contractor(s) shall be responsible for supplying specialized customer premises equipment and for coordinating the repair and replacement of specialized customer premises equipment. In addition, contractor(s) shall offer trade-in values on new and/or used specialized customer service equipment upon the request of the Department.

## Background information

Chapter 223 of the Acts of 2008 requires the Department to provide and maintain specialized customer premise equipment distribution service through the Massachusetts Equipment Distribution Program, more commonly referred to as MassEDP. MassEDP provides adaptive telephone equipment to certified subscribers who have difficulty using a telephone due to a disability such as hearing loss or vision loss.

The Department seeks to procure the services of one (1) or more contractors to supply specialized customer premises equipment, in support of MassEDP, for certified subscribers throughout the Commonwealth.

A certified subscriber is any residential subscriber who is certified by the Massachusetts Commission for the Deaf and Hard of Hearing as sufficiently deaf or hard of hearing to be in need of specialized customer premises equipment, certified by the Massachusetts Commission for the Blind as sufficiently visually impaired to be in need of specialized customer premises equipment, or certified by the Massachusetts Rehabilitation Commission as otherwise sufficiently disabled to be in need of specialized customer premises equipment. Customers may be certified as deaf, hard of hearing, blind, deaf blind, vision, mobility, speech and/or cognitive impaired. The primary purpose of the specialized customer premises equipment is to provide functionally equivalent access to the telephone network (including relay services and emergency services) to all residential subscribers with a permanent disability within the Commonwealth of Massachusetts.

In 2020, the Department introduced the use of mobile devices under this program. Since that introduction, we have seen an increase in applications for those devices and we anticipate that this trend will continue during the new contract.

This historical overview of the MassEDP is included to provide bidders with relevant information that may assist in the preparation of a bid response. The Department makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced are included only for the convenience of bidders and are not to be relied upon as any indication of future purchase levels.

### Historical Overview

MassEDP currently provides equipment to the following groups of consumers on an annual basis:

|  |  |
| --- | --- |
| Consumer | Assisted Annually |
| Deaf | 272 |
| Hard of Hearing | 401 |
| Vision Impaired | 107 |
| Speech Impaired | 71 |
| Motion Impaired | 42 |
| Cognitive Impaired | 34 |
| Blind | 1730 |

In addition, the below noted table identifies the most common pieces of equipment purchased under the program.

|  |  |
| --- | --- |
| Equipment  | Quantity Purchased Annually |
| Captel 840I | 60 |
| Clarity Alto  | 169 |
| Clarity Alto Plus  | 273 |
| Clarity JV35 | 309 |
| Clarity XLC 3.4 | 359 |
| Clarity XLC 2 | 279 |
| Clarity D704 | 161 |
| Trutone larynx  | 33 |
| Iphone (XR and 11) | 135 |

Annual expenditures for the purchase of equipment in support of MassEDP are noted below.

|  |  |
| --- | --- |
| Fiscal Year | Annual Expenditures |
| 2018 | $192,452 |
| 2019 | $166,595 |
| 2020[[1]](#footnote-2) | $100.445 |
| 2021 | $119,640 |
| 2022 | $252,160 |

## Applicable Procurement Law

This Bid is issued under the following law(s): MGL c. 7, § 22; c. 30, § 51, § 52; and 801 CMR 21.00 (Goods and Services)

## Number of awards

The Department intends to make multiple awards. The Department will establish a qualified contractor list. Qualifications will include the factors set forth in Section 6 - Evaluation Criteria. The Department reserves the right to limit the number of contracts awarded per manufacturer and/or per category. Further, the Department reserves the right to re-open this solicitation depending upon the needs of the Department, the market, the availability of contractors, or other factors.

## Adding Contractors after initial Contract award

If, over the life of the Contract, the SSST determines that additional Contractors should be added, these may first be drawn from qualified companies that responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Bid may be reopened to obtain additional Quotes.

## Eligible Entities

**Limited User Contract – Restricted to Use by Defined Entities Only.** This procurement is being issued as a single Department procurement primarily for use by the Department. The procurement can also be used by Massachusetts Commission for the Deaf and Hard of Hearing, Massachusetts Commission for the Blind, Massachusetts Department of Corrections and Massachusetts Rehabilitation Commission as the procurement basis for the purposes of procuring specialized customer premises equipment.

A contractor under this RFR shall extend all pricing and applicable terms and conditions to all such eligible entities, and contractors under this RFR shall report, annually, to the Department the name of each and every entity with which it has contracted, the dollar value of each and every such contract, and the goods thereby provided.

## Acquisition Method(s)

The acquisition method for this contract is the outright purchase of durable commodities. Further, this contract has a fee for service component to allow for maintenance and repair of the equipment, as needed. This contract will be a rate contract.

## Performance and Payment Timeframes Which Continue Beyond Duration of the Contract.

All term leases, rentals, maintenance, or other agreements for services or delivery entered into during the duration of this contract and whose performance and payment timeframes extend beyond the duration of this contract shall remain in effect for performance and payment purposes no longer than 12 months after final contract end date. No new leases, rentals, maintenance, or other agreements for services may be executed after the contract has expired. Any contract termination or suspension pursuant to this section shall not automatically terminate any leases, rentals, maintenance, or other agreements for services already in place unless the department also terminates said leases, rentals, maintenance, or other agreements for service, which were executed pursuant to the main contract.

Further, the contractor shall be required to honor all product warranties for equipment purchased during the term of the contract by the Department and/or eligible entity, as the case may be, following the expiration of the Contract End Date if necessary.

## Contract Duration

The target Contract Effective Start Date is July 1, 2023. The Initial Contract Duration shall be for a period of five (5) years, with an additional 5-year extension option at the discretion of the Department. The Contract shall end no later than ten (10) years from the effective date of the contract, or June 30, 2033, whichever is later. Therefore, the total maximum contract duration is ten (10) years.

## Estimated Value of the Contract

This contract is a rate contract. The contract is for durable commodities and services. The contract will not have a Maximum Obligation Amount. The total costs per unit shall be set forth in Appendix E – Cost Tables: Specialized Customer Premises Equipment.

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

All rates shall become fixed for the initial term of the contract unless there is a material change to a regulation, guideline, standard, or order of the Department that significantly alters the contractor’s ability to provide commodities and/or services, as determined solely in the discretion of the Department. Any renegotiation of rates or pricing resulting from any such material change shall be supported by appropriate and detailed documentation to the satisfaction of the Department.

Throughout the term of the contract, the Department reserves the right to order specialized customer premises equipment that is not currently available to certified subscribers and/or the Massachusetts Equipment Distribution Program but falls within the scope of this RFR or that is not listed on Appendix E- Cost Tables: Specialized Customer Premises Equipment. For any and all such specialized customer premises equipment that is not set forth in this RFR, but that may be requested by the Department during the term of the contract, the contractor shall upon request provide a detailed, itemized cost for such equipment in the form set forth in Appendix E - Cost Tables: Specialized Customer Premises Equipment. The Department will request pricing from the contractor(s) that is on contract for the particular manufacturer of the new equipment the Department seeks to purchase. However, the Department reserves the right to also request pricing from other contractors if it is deemed in the best interest of the Department and/or the Commonwealth of Massachusetts to achieve best value.

For equipment manufactured by a manufacturer not offered by any of the contractors, the Department may request quotes from all contractors approved for the category of equipment under which the new equipment falls. However, the Department reserves the right to re-open this RFR to allow for the purchase of new equipment or manufacturers required in support of the Program.

# . Estimated Procurement Calendar

| **EVENT** | **DATE** |
| --- | --- |
| **Bid Release Date**  | 2/24/23 |
| **Deadline for Submission of Questions through COMMBUYS “Bid Q&A”**  | 3/24/23 |
| **Official Answers for Bid Q&A published (Estimated)**  | 3/31/23 |
| **Bid Amendment Deadline / Online Quote submission begins. Bid documents will not be amended after this date.**  | 4/7/23 |
| **Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS)**  | 4/21/23 |
| **Notification of Apparent Successful Bidder(s) (Estimated)** | 6/5/23 |
| **Estimated Contract Start Date** | 7/1/23 |

Times are Eastern Standard/Daylight Savings (US), as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid’s Header, the dates in the Bid’s Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, on COMMBUYS for Procurement Calendar updates.

## Written questions via the Bid Q&A on COMMBUYS

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the Strategic Sourcing Services Team (SSST) regarding this Bid. Bidders’ questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions) and prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The State 911 Department reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions.

Please note that 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 questions are accessible to the public. Bidders must not include 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 submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Bid.

**All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.**

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and 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 State 911 Department, including requests for clarification. The State 911 Department 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 State 911 Department to be lost or rejected by any means, including email or spam filtering.

## Locating Bid Q&A

Log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The “Bid Q&A” button allows Bidders access to the Bid Q&A page.

## Amendment Deadline

The SSST reserves the right to make amendments to the Bid after initial publication. It is each Bidder’s responsibility to check COMMBUYS for amendments, addenda, or modifications to this Bid, and any Bid Q&A records related to this Bid. The State 911 Department and the Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

# Specifications

Additional required terms appear in the Appendices to this RFR.

## Bidder Qualifications

The bidder shall provide the following information:

### Company experience

* A profile of its operations, qualifications and the organization capabilities;
* An organizational chart;
* The number of years the bidder has been in business and the number of years the bidder has been in the business identified in the RFR;
* A detailed description of the bidder’s experience relevant to the RFR performance requirements;
* An organizational chart for the provision of services under this RFR listing each individual who will be assigned to perform services as set forth in this RFR, and a description or listing of the planned role and work for each individual;
* A statement on the experience of the staff and the total number of employees (distinguishing between administrative staff, management, principal partners or officers, field, technical and customer support);
* The location of the offices from which the work will be managed and the number of staff employed at each office;
* A detailed summary of qualifications and skills of the contractor and all key personnel identified by the contractor who will perform services as set forth in this RFR.

### References and reference information and/or requirements

* Three (3) references, including all contact information (reference name, mailing address, phone number, and email) from three (3) customers for whom the bidder has performed services (bidders shall not include any references from the Department, any members of the State 911 Commission, or current program administrator or any of its representatives);
* A complete list of customers for whom the bidder has provided similar service and commodities during the last two (2) years. The Department reserves the right to contact any and all customers set forth on the customer list;

### Additional Documentation

* Product specification sheet(s) for each commodity proposed in the response;
* Product literature for each commodity proposed in the response; and
* Any other information the bidder considers relevant and supports stated experience and expertise.

## Commodity Specifications

### Technical Specifications

The contractor shall supply specialized customer premises equipment to be utilized under the Massachusetts Equipment Distribution Program. The pricing for each type of equipment to be provided shall be set forth on Appendix E- Cost Tables: Specialized Customer Premises Equipment. The response shall provide pricing and product literature. Product literature shall highlight any added features and/or services which are provided with the product at no additional cost. All added features shall be clearly identified and may be considered in the evaluation of responses.

All specialized customer premises equipment shall meet the following technical requirements, as applicable:

* Compliance with federal, state, and local laws, regulations, ordinances, and codes;
* Compliance with industry standards and specifications;
* Underwriters Laboratory listing;
* FCC Registration;
* Modular connectivity;
* Compliance with Radio Frequency Standards, Subpart J of Part 15 of the FCC rules and regulations;
* All equipment shall have a serial number bar coded on its individual packaging capable of being scanned;
* All equipment shall have a serial number on equipment capable of being scanned;
* All shipping boxes, in which MassEDP receives equipment shall have corresponding bar codes, capable of being scanned, on the outside of the packaging;
* All new and repaired equipment shall be checked for duplicate serial numbers before delivering to MassEDP; and
* All equipment shall come with corresponding packing slips easily identifiable and retrievable located on the outside of the shipment. All packing slips shall contain the serial numbers of equipment contained within the shipment.

In addition, bidders are advised that the Massachusetts Next Generation 911 mostly aligns to the NENA-STA-010.3b-2021 standard and all equipment should be compatible with this system. The response shall indicate such compliance, and the contractor shall be required to demonstrate such compliance to the Department upon request.

### Brand name or equal

Unless otherwise specified in this Bid, any reference to a particular trademark, trade name, patent, design, type, specification, producer, or supplier is not intended to restrict this Bid 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.

### Warranties and Guarantees

All equipment, with the exception mobile phones, shall have a minimum twenty-four (24) month “return to contractor” warranty. Mobile phones shall have a minimum thirty-six (36) month “return to contractor warranty. Said warranty period shall not begin until such time as the equipment is installed for use by a certified subscriber. The warranty shall include all labor, parts, materials and any retrofitting or upgrading to current model. All shipping and other expenses required to provide warranty service shall be borne by the contractor. Further, the contractor shall not require the certified subscriber or the Department to submit warranty cards or other documentation in order for the warranty to be effective. The warranty shall cover failures in material and performance, except those caused by natural disasters and “Acts of God” misuse, abuse, or neglect, unauthorized repair, or tampering.

The contractor shall either replace warrantied equipment with a new unit or shall repair warrantied equipment, and said replacement or repair shall be within ten (10) business days. However, should the warrantied equipment fail a second time, the contractor shall be required to replace the equipment with new equipment.

In addition, the response shall indicate the manufacturer’s warranty for each product. All manufacturer’s warranties shall be passed along to the Department and/or another other eligible entity purchasing from a contractor awarded under this RFR. Further, the response shall include the cost for warranty period(s) noted in this RFR on Appendix E – Cost Tables: Specialized Customer Premises Equipment.

### Repairs

The response shall specify repair costs for equipment that is out-of-warranty. The response shall state the repair costs of parts, hourly labor rate, and return shipping and handling only for out-of-warranty equipment. Contractors shall provide a no-cost estimate for needed repair(s) within five (5) business days of receipt of the equipment. Out of warranty repairs shall be completed only after advanced written authorization from the Department.

If a warranty is void due to consumer abuse, the contractor shall provide the Department with a no cost estimate of the repair within five (5) business days of having received the equipment, as these costs may be borne by the certified subscriber. This estimate shall include, but not be limited to, costs of parts, labor, and shipping and handling. Repairs shall be completed only after advanced written authorization from the Department.

All equipment returned to the contractor for repair or replacement will contain the certified subscriber name and product serial number. The contractor shall include a packing slip that includes the certified subscriber name and product serial number on all return shipments to the Department.

The response shall provide information on the process for warranty equipment repair and excluded warranty equipment repair and shall include the turnaround time for each type of repair. The response shall describe in detail how equipment returned for warranty and repair work will be accepted and returned.

The contractor shall use standard forms supplied by the Department for returns and repairs, or a form otherwise approved by the Department. A sample form can be found in Appendix G: Sample Repair Form.

The contractor shall supply the Department written weekly status updates on all equipment submitted for warranty and non-warranty repair.

### Product Upgrades & Replacements

The contractor shall notify the Department in writing within ten (10) business days of receipt of notification from the manufacturer that equipment is to be discontinued. Said notice shall, to the extent the information is available, contain at a minimum the anticipated end date of sale of said equipment as well as the anticipated end date of support of said equipment. The Department reserves the right to cancel any and all pending orders for which it has received such notification.

The contractor shall notify the Department in writing at least ninety (90) days prior to the introduction of any equipment/model upgrades and/or replacement models and allow the Department to evaluate the equipment to confirm that the upgrades and/or replacement models meet the specific needs of the specific certified subscriber user group prior to acceptance. The contractor shall provide the Department with a description of the upgrade and/or replacement and the reason for the change. In addition, upon request of the Department, the contractor shall provide, at no cost to the Department, the equipment for testing and evaluation by the Department. The Department reserves the right to accept or reject any equipment/model upgrades and/or replacement models that do not meet the specific needs of the specific certified subscriber user group. Replacement equipment shall meet all the technical requirements of the original equipment and must be at the same or lower price as the original equipment. The Department reserves the right to terminate the contract if the contractor does not provide a satisfactory replacement and/or upgrade that meets the needs of the specific certified subscriber user group.

The contractor shall, upon request of the Department, and to the extent that such equipment is still manufactured, supply a functionally equivalent replacement and repair parts for equipment supplied under the contract for a period of two (2) years following the contractor’s last shipment of equipment, at the contractor’s standard charges.

### Product Documentation and Operating Manuals

The contractor shall furnish equipment user instruction manuals and quick reference guides that are available in English and Spanish with each unit. Further, the contractor shall furnish equipment user instruction manuals and quick reference guides in Large Print and Braille and in the following formats: paper, electronic, and digital compact disc upon request of the Department. The user manual shall be made available in the required format to meet the specific needs of the certified subscriber population at no additional cost, as required by Section 255 of the Communications Act of 1934, as amended. The Department shall be permitted to copy and reproduce such instruction manuals and guides and shall be permitted to post such instruction manuals and guides on the website of the Massachusetts Equipment Distribution Program or otherwise.

## Service Specifications

### Training

The contractor shall train, at no additional charge, Department staff on the use and installation of equipment supplied by the contractor. Such training shall be at the request of the Department and at such times and locations as specified by the Department. All training shall be conducted within the Commonwealth of Massachusetts.

### Delivery

All equipment other than mobile phones shall be delivered within ten (10) business days following the day on which the Department submits the purchase order to the contractor. Mobile phones shall be delivered with thirty (30) business days following the day on which the Department submits the purchase order to the contractor. All purchase orders will be processed through COMMBUYS. The contractor shall be required to deliver equipment, with the exception of the mobile phones, to MassEDP located at 151 Campanelli Drive, Suite A, Middleborough, MA 02346 and/or to an alternate location(s) in the Commonwealth of Massachusetts, as directed by the Department. Mobile phones ordered by the Department shall be delivered directly to the customer’s address or as otherwise instructed by the Department.

The contractor shall be responsible for notifying the Department in the event that the delivery deadlines listed above cannot be met. The Department, at its discretion, may approve delays that are outside of the contractor’s control. In all other situations, failure to deliver equipment within the time period above shall result in a credit to the Department against the cost of the equipment that was not delivered in compliance with the above noted period in accordance with the following schedule:

* The Department shall receive a credit of three per cent (3%) off the cost of equipment delivered within one (1) to five (5) business days following the delivery deadline for the equipment in that purchase order.
* The Department shall receive a credit of four per cent (4%) off the cost of equipment delivered within six (6) to ten (10) business days following the delivery deadline for the equipment in that purchase order.
* The Department shall receive a credit of five per cent (5%) off the cost of equipment delivered within eleven (11) or more business days following the delivery deadline for the equipment in that purchase order.

The Department reserves the right to cancel any and all orders, at no cost to the Department and/or the Commonwealth, for equipment not received within fifteen (15) business days following the delivery deadline for the equipment in that purchase order.

Further, the Department reserves the right to cancel any and all orders, at no cost to the Department and/or the Commonwealth, for equipment not delivered by the delivery deadline for the equipment in that purchase order when the delivery is made after June 30 of the fiscal year in which the product was ordered.

Under the Program, a certified subscriber is permitted to return equipment within the first thirty (30) days after receipt of said equipment. The Department, therefore, reserves the right to return the equipment to the contractor within thirty (30) days of receipt of such returned equipment from the certified subscriber. The Department shall be issued a credit for said equipment on the next invoice issued after the return of said equipment by the Department to the contractor.

### Shipping FOB Destination

Shipping shall be FOB Destination Freight Prepaid.

### Trade-Ins

Contractor(s) shall agree to offer trade-in values on new and/or used specialized customer service equipment upon the request of the Department. Trade-in allowance shall be credited on the invoice immediately following receipt of the trade-in equipment by the contractor from the Department. Should the credit fail to be noted on the next invoice received, the Department will make such adjustment and process payment for that invoice minus the value of the credit owed for the trade-in allowance.

Appendix F: Trade-Ins lists the current inventory of equipment that the Department is seeking to trade-in upon execution of a contract(s). Bidder(s) shall complete and submit as part of its response Appendix F: Trade-Ins indicating the credit offered to the Department for the noted equipment.

### Recycling of Equipment

Bidder(s) shall describe in detail, in its response, recycling programs offered for equipment provided under the MassEDP. To the extent that such recycling program exists, recycled equipment shall be coordinated between the contractor and the subscriber under MassEDP.  The Department will not coordinate recycling activities.

In addition, bidder(s) shall provide information relative to Massachusetts recycling programs that may be available to subscribers under the MassEDP.

* + 1. **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 Contract on a priority basis. The Bidder’s Quote should 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 mobile phone;
* A list of the Bidder’s building location(s) that would be available to serve the Commonwealth during an emergency; and
* 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).

The Contractor shall provide to the State 911 Department upon request, its Continuity of Operations Plans (COOPs).

### Contractor Performance Requirement and Measures

The contractor’s performance in all components of the scope of services will be monitored by the Department. All deficiencies will be identified in writing by the Department. The contractor shall correct any and all deficiencies identified by the Department to the full satisfaction of the Department within two (2) business days, unless advance written authorization of an alternate deadline for response is granted by the Department.

## Small Business Purchasing Program

### Program Background

The Massachusetts Small Business Purchasing Program (SBPP) was established pursuant to [Executive Order 523](https://www.mass.gov/executive-orders/no-523-establishing-the-massachusetts-small-business-purchasing-program) to increase state contracting opportunities with small businesses having their principal place of business within the Commonwealth of Massachusetts. Pursuant to the SBPP, it is the intention of the issuing department to award this Small Procurement to one or more SBPP participating business(es) as described below.

### SBPP Award Preference

While all businesses, no matter the size or principal place of business, may submit responses to this solicitation, should an SBPP participant respond and meet the best value criteria as described in this solicitation, the SBPP participant shall be awarded the contract. The Strategic Sourcing Services Team (SSST) will not evaluate submissions from non-SBPP participants unless no SBPP Bidder meets the SSST’s best value evaluation criteria.

### SBPP Participation Eligibility

To be eligible to participate in this procurement as an SBPP participant, an entity must meet the following criteria, and be marked as an SBPP registered business in [COMMBUYS](https://www.commbuys.com/bso/):

1. Have its principal place of business in the Commonwealth of Massachusetts;
2. Been in business for at least one year;
3. Employ a combined total of 50 or fewer full-time equivalent employees in all locations, or employees work less than a combined total of 26,000 hours per quarter; and
4. Have gross revenues, as reported on appropriate tax forms, of $15 million or less, based on a three-year average.

Non-profit firms also must be registered as a non-profit or charitable organization with the MA Attorney General’s Office and be up to date with all filings required by that office and be tax exempt under Section 501(c) of the Internal Revenue Code.

### SBPP Compliance Requirements

It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the SBPP webpage, <http://www.mass.gov/sbpp>.

### Program Resources and Assistance

Bidders and Contractors seeking assistance regarding SBPP may visit the [SBPP webpage](http://www.mass.gov/sbpp) or contact the SBPP Help Desk at sbpp@mass.gov.

## Supplier Diversity Program

### Program Background

Pursuant to [Executive Order (EO) 565](https://www.mass.gov/executive-orders/no-565-reaffirming-and-expanding-the-massachusetts-supplier-diversity-program), the Commonwealth’s [Supplier Diversity Program](https://www.mass.gov/info-details/learn-about-the-supplier-diversity-program-sdp) (SDP) promotes business-to-business relationships between awarded Contractors and diverse businesses and non-profit organizations (“SDP Partners”) certified or recognized by the [Supplier Diversity Office (SDO)](https://www.mass.gov/supplier-diversity-office).

### Financial Commitment Requirements

All Bidders responding to this solicitation are required to make a significant financial commitment (“SDP Commitment”) to partnering with one or more SDO-certified or recognized diverse business enterprise or non-profit organization. This SDP Commitment must be expressed as a percentage of contract sales resulting from this solicitation that would be spent with the SDP Partner(s).

After contract award (if any), the Total SDP Commitment shall become a contractual requirement to be met annually on a Massachusetts fiscal year basis (July 1 – June 30) for the duration of the contract. The minimum total SDP Commitment acceptable in responses to this solicitation shall be 1%. Bidders shall be awarded additional evaluation points for higher SDP Commitments.

No contract shall be awarded to a Bidder without an SDP Commitment that meets the requirements stated herein. This requirement extends to **all** Bidders regardless of their own supplier diversity certification.

### Eligible SDP Partner Certification Categories

SDP Partners must be business enterprises and/or non-profit organizations certified or recognized by the SDO in one or more of the following certification categories:

* Minority-Owned Business Enterprise (MBE)
* Minority Non-Profit Organization (M/NPO)
* Women-Owned Business Enterprise (WBE)
* Women Non-Profit Organization (W/NPO)
* Veteran-Owned Business Enterprise (VBE)
* Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
* Disability-Owned Business Enterprise (DOBE)
* Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LBGTBE)

### Eligible Types of Business-to-Business Relationships

Bidders and Contractors may engage SDP Partners in the following two ways:

* **Subcontracting**, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.
* **Ancillary Products and Services**, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor’s contract with the Commonwealth but may be related to the Contractor’s own operational needs.

Other types of business-to-business relationships are not acceptable under this contract. All provisions of this RFR applicable to subcontracting shall apply equally to the engagement of SDP Partners as subcontractors.

### Program Flexibility

The SDP encompasses the following provisions to support Bidders in establishing and maintaining sustainable business-to-business relationships meeting their needs:

* SDP Partners are **not** required to be subcontractors.
* SDP Partners are **not** required to be Massachusetts-based businesses.
* SDP Partners **may be changed or added** during the term of the contract provided the Contractor continues to meet its SDP Commitment.

### SDP Plan Form Requirements

**All** Bidders must complete the SDP Plan Form included in this solicitation and attach it to their bid response. In addition to proposing an SDP Commitment, each Bidder must propose one or more SDP Partner(s) to utilize to meet its SDP Commitment. Certified diverse Bidders may not list their own companies, or their subsidiaries or affiliates, as SDP Partners and may not meet their SDP Commitment by spending funds internally or with their own subsidiaries or affiliates.

Bidders may propose SDP Partners that are:

* **Certified or recognized by the SDO:** Such partners appear in the [SDO Directory of Certified Businesses](https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](https://www.vetbiz.va.gov/basic-search/) directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor’s SDP Commitment.
* **Not yet certified or recognized by the SDO:** Such partners must be certifiedin eligible categories by a third-party certification body, such as another city or state supplier diversity certification office, the [National Minority Supplier Development Council](https://nmsdc.org/mbes/mbe-certification/), the [Women Business Enterprise National Council](https://www.wbenc.org/certification/), [Disability:IN](https://disabilityin.org/what-we-do/supplier-diversity/get-certified/), or the [National LGBT Chamber of Commerce (NGLCC)](https://www.nglcc.org/get-certified), but not listed in the above-mentioned directories. Self-certification is not acceptable. While Bidders may list such proposed SDP Partners on their SDP Plans, spending with such partners will **not** contribute to meeting the Contractor’s SDP Commitment unless they apply for and are granted SDO supplier diversity certification or recognition. If proposed SDP Partners do not receive SDO supplier diversity certification or recognition, the Contractor must find alternative SDP Partners to meet their SDP Commitment.

It is the responsibility of the Contractor to ensure that their proposed SDP Partners obtain such certification or recognition by the SDO after contract award (if any). The issuing department and the SDO will not conduct outreach to proposed SDP Partners to ensure their certification. Furthermore, no guarantee may be made that a proposed SDP Partner will be certified, or regarding the time it may take to process a proposed SDP Partner certification. Contractors may direct partners to the SDO’s homepage, [www.mass.gov/sdo](file:///C%3A%5CUsers%5Cbborchrote%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CContent.Outlook%5C002B2JQ1%5Cwww.mass.gov%5Csdo) and the [Certification Self-Assessment Tool](https://www.mass.gov/forms/take-the-certification-self-assessment) for guidance on applying for certification.

It is **desirable** for Bidders to provide an SDP Focus Statement that describes the Bidder’s overall approach to increasing the participation of diverse businesses in the provision of products and services under this proposal/contract (subcontracting) and in the Bidder’s general business operations (ancillary products and services). Such a description may include but not be limited to:

* A clearly stated purpose or goal;
* Specific types of diverse and small businesses targeted;
* Which departments/units within the business are responsible for implementing supplier diversity;
* Types of opportunities for which diverse and small businesses are considered;
* Specific measures/methods of engagement of diverse and small businesses;
* An existing internal supplier diversity policy; and
* Public availability of the Bidder’s supplier diversity policy.

It also is **desirable** for Bidders to use the SDP Plan Form to describe additional creative initiatives (if any) related to engaging, buying from, and/or collaborating with diverse businesses. Such initiatives may include but not be limited to:

* Serving as a mentor in a mentor-protégé relationship.
* Technical and financial assistance provided to diverse businesses.
* Participation in joint ventures between nondiverse and diverse businesses.
* Voluntary assistance programs by which nondiverse business employees are loaned to diverse businesses or by which diverse business employees are taken into viable business ventures to acquire training and experience in managing business affairs.

### Evaluation of SDP Forms

To encourage Bidders to develop substantial supplier diversity initiatives and commitments as measures valuable to the Commonwealth, at least 25% of the total available evaluation points for this bid solicitation shall be allocated to the evaluation of the SDP Plan submissions. Because the purpose of the SDP is to promote business-to-business partnerships, the Bidders’ workforce diversity initiatives will not be considered in the evaluation.

### SDP Spending Reports and Compliance

After contract award, Contractors shall be required to provide reports demonstrating compliance with the agreed-upon SDP Commitment as directed by the department, which in no case shall be less than annually.

Only spending with SDP Partners that appear in the [SDO Directory of Certified Businesses](https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](https://www.vetbiz.va.gov/basic-search/) directory shall be counted toward a Contractor's compliance with their SDP Commitment. Spending with SDP Partners that do not appear in the directories above shall not be counted toward meeting a Contractor’s SDP Commitment.

It is the responsibility of the Contractor to ensure they meet their SDP Commitment. The SDO, and the issuing department assume no responsibility for any Contractor’s failure to meet its SDP Commitment.

### SDP Spending Verification

The SDO and the contracting department reserve the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.

### Program Resources and Assistance

Contractors seeking assistance in the development of their SDP Plans or identification of potential SDP Partners may visit the SDP webpage, [www.mass.gov/sdp](http://www.mass.gov/sdp), or contact the SDP Help Desk at sdp@mass.gov.

## Security Measures

The contractor shall implement appropriate best-practice security measures. Such measures shall be compliant with any and all applicable federal, state, and local laws, regulations, and guidelines.

Bidders shall describe (1) their own and their proposed subcontractors’ respective internal security procedures and policies applicable to work performed by them for customers and (2) the particulars of any circumstances over the past five (5) years in which the bidder or its proposed subcontractor(s) has caused a breach of the security, confidentiality or integrity of a customer’s data.

Section 6 of the Commonwealth Terms and Conditions states:

Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

In addition to the foregoing requirements, the bidder shall agree that as part of its work effort under the agreement entered into pursuant to this RFR, the bidder may be required to use the Commonwealth personal data under Massachusetts General Laws c. 66A and/or personal information under Massachusetts General Laws c. 93H, or to work on or with information technology systems that contain such data in order to fulfill part of its specified tasks.  For purposes of this work effort, electronic personal data and personal information includes data provided by the Department to the winning bidder which may physically reside at a location owned and/or controlled by the Commonwealth or the Department or winning bidder. In connection with such data, the winning bidder shall implement the maximum feasible safeguards reasonably needed to:

* Ensure the security, confidentiality and integrity of electronic personal data and personal information;
* Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth data from any public or private network;
* Prevent unauthorized physical access to any information technology resources involved in the winning bidder’s performance of a contract entered under this RFR;
* Prevent interception and manipulation of data during transmission to and from any servers; and
* Notify the Department immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

## Environmental Specifications

### Executive Order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies must comply with [Executive Order 515](https://www.mass.gov/executive-orders/no-515-establishing-an-environmental-purchasing-policy?_ga=2.237660352.1741219494.1633353146-758386467.1632336759), issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. 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 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](http://www.mass.gov/epp). The Order may be seen at <https://www.mass.gov/executive-orders/no-515-establishing-an-environmental-purchasing-policy>.

## Americans with Disabilities Act

All goods and services provided by the contractor shall comply with the Americans with Disabilities Act. The contractor shall be responsible for all modifications to SCPE as may be requested by the Department to ensure compliance with the ADA.

The contractor shall coordinate with the Department in the identification of all prospective attendees at contractor training who require accommodation and shall cooperate with the Department in its provision of such accommodation.

All technical and user documentation and any additional training material developed by the contractor under this Agreement shall be wholly owned by the Department and shall be in an agreed-upon editable format.

## Compensation Structure/Pricing

The pricing for each and every service and commodity required to be furnished under the contract shall be set forth on Appendix E - Cost Tables: Specialized Customer Premises Equipment. Price per unit shall be all inclusive.

All rates shall become fixed for the term of the contract, unless there is a material change to a regulation, guideline, standard, or order of the Department that significantly alters the contractor’s ability to provide services, as determined solely in the discretion of the Department. Any renegotiation of rates or pricing resulting from any such material change shall be supported by appropriate and detailed documentation to the satisfaction of the Department.

For any and all equipment or services that are not set forth in this RFR, but that may be requested by the Department during the term of the contract, the contractor shall provide a detailed, itemized cost estimate for such equipment and/or services that separately displays each component cost, installation cost, maintenance and monitoring cost, warranty and any other cost.

### Prompt Payment Discounts

All bidders responding to this procurement shall 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. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. The PPD form can be found as an attachment on this Bid on COMMBUYS.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal.

The requirement to use PPD offerings may be waived by the SST 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 or attached to the PPD form.

# Other Terms

## Invoicing and Payment

For commodities and services provided to the Department, the contractor shall submit a detailed invoice within thirty (30) days of provision of requested commodities and/or services. Invoices shall, at a minimum, clearly detail the product(s) by quantity, model and serial number, and/or service(s), authorized repair charges with product make, model and serial number, applicable prompt payment discount terms and invoice total.

The Department reserves the right to request modifications to the invoice to ensure that the invoice is clear and concise as to the services for which it is being billed.

All invoices to and payments from the Department will be reviewed and processed in compliance with the Commonwealth’s standard terms and conditions and bill paying policy as issued by the Office of the State Comptroller and/or any and all applicable local procurement and contracting laws, regulations, rules and policies.

All bidders responding to this RFR shall agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. 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](http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/osd-forms.html) page ([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the Comptroller of the Commonwealth’s website ([www.mass.gov/osc](http://www.mass.gov/osc)).

Bidders are advised that all payments issued by the Department will be made directly to the contractor, and no payments will be made to any parties other than the contractor for goods and services furnished under this contract.

For all services provided to eligible entities, other than the Department, payment will be the responsibility of the eligible entity. The contractor(s) shall, therefore, agree to coordinate invoicing and payment terms to comply with the requirements of such eligible entities. Invoices shall, at a minimum, clearly detail the product(s), and/or services, number of hours worked, hourly rate (if applicable), itemization of any other costs with supporting documentation, applicable prompt payment discount terms and invoice total.

## Reporting.

Contractors are responsible for compliance with all 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 Commonwealth Agencies in performance of the Contract. The Contractor shall not divulge to third parties 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.

## Contract Management (Contractor’s interface with Commonwealth’s Contract Manager)

The “Purchaser” contact is Kevin Kroner, Contract Specialist, State 911 Department.

All Contract questions must be directed to Kevin Kroner, Contract Specialist, State 911 Department.

All changes to the Contractor’s contact information, company name, legal address, payment address, tax identification number, authorized signatories, SDO-certification status, or EFT information applicable to this RFR and resulting contract must be reported promptly via email to Kevin Kroner. In some cases, additional paperwork will be required to effect the change.

## Orders

All orders will be placed through COMMBUYS.

## Failure to perform contractual obligations

Vendor’s performance on this contract will be assessed at least annually. Any or all of the following, but not limited to, could ensue if the Contractor fails to perform contractual requirements or violates Contract prohibitions and/or other provisions:

* Requirement to submit a Correction Action Plan with the content, and in the timeframe and format, specified by the State 911 Departrment;
* Withholding of payment for any outstanding invoices until performance issue is resolved;
* Temporary suspension from new business under the Contract for a period or until a condition specified by the State 911 Department has been met;
* Permanent suspension from new business under the Contract; or
* Contract termination

# Audit

During the term of this Agreement and for a period of six years thereafter, the State 911 Department, 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, 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 the State 911 Department or other eligible entity, then the Contractor shall remit the overcharged amount and be responsible for payment of any costs associated with the audit.

# 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 negotiations with the Commonwealth to receive a Contract award.

## Mandatory requirements

Mandatory Specifications must be met for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components 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 may be easily corrected.

## Alternatives

A response that fails to meet any material term or condition of the Bid, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit responses proposing alternatives that provide equivalent, better, or more cost-effective performance than achievable under the stated Bid 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 clearly describe how the alternative achieves substantially equivalent or better performance than those described in the Bid specifications.

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

## Testing and Demonstration

The Department may, in its sole discretion, elect to require any or all bidders to submit a sample of any or all equipment described in the response, and such sample(s) may be subject to an operational evaluation by the Department. In addition, the Department may request that a bidder provide a demonstration of the equipment. All requested samples shall comply with section 3.2.1 Technical Requirements. The Department shall not be responsible for the cost of the equipment, shipping and/ or any other costs, including damages that may be incurred to meet this testing/demonstration requirement.

Any demonstrations shall be conducted at the Department located at 151 Campanelli Drive, Suite A, Middleborough, MA, or as otherwise approved by the Department. Bidder shall be responsible for any and all costs associated with said demonstration and may **not** include these costs in the calculation of any price or any cost proposed in response to this RFR.

The bidder shall provide requested samples and/or shall be available to demonstrate its proposed equipment within five (5) business days from receipt of request for such sample and/or demonstration from the Department.

## Evaluation Components

The following components, listed in no particular order, will be the criteria considered by the SSST when evaluating each response:

* Price
* Qualifications of Contract Manager and Key Personnel
* Supplier Diversity Plan
* Company Experience
* Company Capacity to Meet Contract Specifications
* References
* Emergency Response Plan\Preparedness

# HOW TO SUBMIT A quote

All Bidders may begin creating and compiling Quote materials as soon as the Bid and all attachments are in the Sent document status in COMMBUYS. Bidders are instructed not to submit Quotes before the Bid Amendment Deadline has been reached (see Estimated Procurement Calendar).

## Quote Submission Method

Online Quote Submission via COMMBUYS is required.

All Bidders must submit responses online using tools available only to Sellers registered in COMMBUYS. COMMBUYS provides Seller registration functionality at no charge. To register, go to [www.COMMBUYS.com](http://www.COMMBUYS.com) and click on the “Register” link on the home or landing page. Bidders who are awarded a contract resulting from this Bid, if any, will be required to maintain an active COMMBUYS account for the duration of the Contract, by reviewing their registration information regularly and maintaining its accuracy.

## COMMBUYS Quote Submission Training and Instructions

The following resources are provided to assist Bidders in submitting Quotes:

* Appendix D, Instructions for Vendors Responding to Bids Electronically through COMMBUYS, which is part of this document;
* Training sessions focused on online Quote submission, if offered, are noted in the Estimated Procurement Calendar;
* An online job aid on [How to Create a Quote](https://www.mass.gov/doc/how-to-create-a-quote-in-commbuys/download); and
* Webcast video on [How to Find Bids (Solicitations) and Submit Quotes (Responses) through COMMBUYS.](https://www.screencast.com/t/GMJLKkilF12)

## COMMBUYS 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/commbuys](http://www.mass.gov/osd/commbuys) to access COMMBUYS resources, including new bid postings, job aids, and training schedules for buyers, among others.
* **Email:** Send inquiries to the OSD Help Desk at OSDHelpDesk@mass.gov
* **Telephone:** Call the OSD Help Desk at 1-888-MA-STATE (1-888-627-8283). The Help Desk is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday Eastern Time, except on federal and state holidays.

Bidders are advised that COMMBUYS will be unavailable during regularly scheduled maintenance hours of which all users will be notified.

## Bid Opening Date/Time

All Bids must be posted in COMMBUYS before the specified date, month, year, and time displayed as the Bid Opening Date/Time in the Header Information section of the Bid in COMMBUYS. Times are Eastern Time. All Bidders are advised to allow adequate time for Bid submission by considering potential online submission impediments such as 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 COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record. COMMBUYS will not accept Bids submitted after the Bid Opening Date/Time deadline.

## Quote Contents

Bidders shall follow the same sectional format of this RFR and provide an individual response to each RFR specification in its response. All responses shall be presented using the same numbering sequence and order used in this RFR.

Bidders shall acknowledge that the bidder accepts the terms and conditions of the RFR specification by clearly stating in the affirmative that the bidder shall “comply” with or “agree” to” the specification. Bidders are advised that a response of “understands” or “understood” may be considered non-responsive. In addition, bidders shall provide additional information in support of its response, where requested, to detail how they shall meet the requirements of the RFR, and a failure to do so may be viewed as an incomplete response.

In order for a response to be considered complete, the following required documentation and forms shall be completed and submitted via COMMBUYs:

**DOCUMENTATION:**

* Response addressing all of the specifications as detailed in this RFR;
* Completed Cost Tables – Appendix E: Specialized Customer Premises Equipment;
* Completed Trade-In Table – Appendix F: Trade-Ins; and
* Product Literature.

**FORMS:**

* Commonwealth Terms and Conditions;
* Standard Contract Form;
* Contractor Authorized Signatory Listing Form;
* W-9 Request for Taxpayer Identification Number and Certification;
* Prompt Payment Discount Form;
* Electronic Funds Transfer Form;
* Supplier Diversity Program (SDP) Plan Forms;
* Reference Form; and
* Environmental Practices Form.

### Electronic Signatures

Quotes submitted via COMMBUYS must be signed electronically by the Bidder or the Bidder’s Agent by accepting the terms and conditions of the bid on the “Terms & Conditions” tab of the Bid in COMMBUYS. By selecting “Save & Continue” on the “Terms and Conditions” tab after accepting the terms and conditions of the bid, the submitter attests that she/he/they is an agent of the Bidder with authority to sign on the Bidder’s behalf, and that she/he/they has read and assented to each document’s terms.

### Acceptable Forms of Signature

Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. Traditional “wet signature” (ink on paper); 2. Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or Page 2 b. An uploaded picture of the signatory’s hand drawn signature 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory’s name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

## Limits and Restrictions

### File Size Limits

All scanned documents must be in .pdf or .gif format, and must be scanned in such a way that they may 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 forms requiring ink signatures, must be completed and sent via email to the Commonwealth Contract Manager in their original formats. These Forms should not be scanned and submitted as PDFs or other file types.

## Withdrawing a Quote

### Prior to Bid Opening Date/Time

Responses may be withdrawn using the “Withdraw Quote” button offered under the Summary tab of a submitted Response in COMMBUYS.

### After Bid Opening Date/Time

Responses may not be withdrawn after the Bid Opening Date/Time. If the Bidder wants to remove a Quote from consideration, contact the SSST Lead for guidance.

# Appendix A – Required Terms for all RFRs

## General Procurement Information

### Alterations

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

### Ownership of Submitted Quotes

The SSST shall be under no obligation to return materials submitted by a Bidder in response to this Bid. 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 Quote, whether or not the Quote is selected for Contract award.

Quotes stored on COMMBUYS in the encrypted lockbox are the file of record. Bidders retain access to a “read-only” copy of this submission via COMMBUYS, as long as their account remains active. Bidders also may 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 backup.

### 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 information or respond to questions or inquiries concerning this RFR. Bidders may contact the individual listed in contact information section of the Header Information this Bid in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the OSD Help Desk (see the document cover page for contact information).

In addition to the certifications found in the Commonwealth’s Standard Contract Form, by submitting a Quote, the Bidder certifies that the Quote has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding, or planned common course of 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

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 in the Header Information of the Purchase Order or Master Blanket Purchase Order on COMMBUYS. The Contractor’s COMMBUYS account also must be updated to reflect the new information.

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 email communications between the Bidder and the SST to be lost or rejected by any means, including email or spam filtering.

### Contractual Status of Orders and Service Contracts

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

### Publicity

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

# Appendix B - RFR - Required Specifications

Revision Date: October 5, 2021

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form* *and Instructions* and the *Commonwealth Terms and Conditions*. 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* are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions also may be identified in this RFR. Other terms not defined elsewhere in this document may be defined in OSD’s [Glossary of Terms](http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/glossary-of-terms.html). 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.

**1. COMMBUYS Market Center.** COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at [www.commbuys.com](http://www.commbuys.com/). Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder’s responsibility to check COMMBUYS for:

* Any amendments, addenda, or modifications to this Bid, and
* Any Bid Q&A records related to this Bid.

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

**2. COMMBUYS Registration.** Bidders may elect to register for a free COMMBUYS Seller account which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records.  However, to respond to a Bid, Bidders must register and maintain an active COMMBUYS Seller account.

All Bidders submitting a Quote (previously referred to as Response) in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract: 1) they will maintain an active seller account in COMMBUYS; 2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; 3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; and 4) in the event the Commonwealth adopts an alternate e-procurement platform, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

COMMBUYS uses terminology with which bidders must be familiar to conduct business with the Commonwealth. To view this terminology and to learn more about COMMBUYS, please visit the [Learn about COMMBUYS Resources](https://www.mass.gov/learn-about-commbuys-resources?_ga=2.24616762.1416695406.1632336759-758386467.1632336759) page on mass.gov.

**3. Multiple Quotes.** Bidders may not submit Multiple Quotes in response to a Bid unless the RFR authorizes them to do so. If a Bidder submits multiple quotes in response to an RFR that does not authorize multiple responses, only the latest dated quote submitted prior to the bid opening date will be evaluated.

**4. Quote Content.** Bid specifications for delivery, shipping, billing, and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

**5. Supplier Diversity Office (SDO) Programs.** Pursuant to Executive Orders [523](https://www.mass.gov/executive-orders/no-523-establishing-the-massachusetts-small-business-purchasing-program) and [565](http://www.mass.gov/governor/legislationexecorder/execorders/executive-order-no-565.html) the Commonwealth supports the use of diverse and small businesses through the Small Business Purchasing Program (SBPP) and the Supplier Diversity Program (SDP). Based on the estimated value of the procurement, one of the above-mentioned programs shall be applicable to this RFR. For more information on the program that applies to this solicitation, see the body of this RFR.

**6. Small Business Purchasing Program (SBPP)**

**Program Background.** The Massachusetts [Small Business Purchasing Program](https://www.mass.gov/sbpp) (SBPP) was established pursuant to [Executive Order 523](https://www.mass.gov/executive-orders/no-523-establishing-the-massachusetts-small-business-purchasing-program) to increase state contracting opportunities with small businesses having their principal place of business within the Commonwealth of Massachusetts. Pursuant to the SBPP, it is the intention of the issuing department to award this Small Procurement to one or more SBPP participating business(es) as described below.

**SBPP Award Preference.** While all businesses, no matter the size or principal place of business, may submit responses to this solicitation, should an SBPP participant respond and meet the best value criteria described in this solicitation, the SBPP participant shall be awarded the contract. The Strategic Sourcing Services Team (SST) will not evaluate submissions from non-SBPP participants unless no SBPP Bidder meets the SSST’s best value evaluation criteria.

**SBPP Participation Eligibility.** To be eligible to participate in this procurement as an SBPP participant, an entity must meet the following criteria, and be marked as an SBPP-registered business in [COMMBUYS](https://www.commbuys.com/bso/):

1. Have its principal place of business in the Commonwealth of Massachusetts;
2. Been in business for at least one year;
3. Employ a combined total of 50 or fewer full-time equivalent employees in all locations, or employees work less than a combined total of 26,000 hours per quarter; and
4. Have gross revenues, as reported on appropriate tax forms, of $15 million or less, based on a three-year average.

Non-profit firms also must be registered as a non-profit or charitable organization with the MA Attorney General’s Office and be up to date with all filings required by that office and be tax exempt under Section 501(c) of the Internal Revenue Code.

**SBPP Compliance Requirements.** It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the [SBPP webpage](http://www.mass.gov/sbpp).

**Program Resources and Assistance.** Bidders and Contractors seeking assistance regarding SBPP may visit the [SBPP Webpage](http://www.mass.gov/sbpp), or contact the SBPP Help Desk at sbpp@mass.gov .

**7. Supplier Diversity Program (SDP)**

**Program Background.** Pursuant to [Executive Order 565](https://www.mass.gov/executive-orders/no-565-reaffirming-and-expanding-the-massachusetts-supplier-diversity-program), the Commonwealth’s [Supplier Diversity Program](https://www.mass.gov/sdp) (SDP) promotes business-to-business relationships between awarded Contractors and diverse businesses and non-profit organizations (“SDP Partners”) certified or recognized (see below for more information) by the [Supplier Diversity Office (SDO)](https://www.mass.gov/supplier-diversity-office).

**Financial Commitment Requirements.** All Bidders responding to this solicitation are required to make a significant financial commitment (“SDP Commitment”) to partnering with one or more SDO-certified or recognized diverse business enterprise(s) or non-profit organization(s). This SDP Commitment must be expressed as a percentage of contract sales resulting from this solicitation that would be spent with the SDP Partner(s).

After contract award (if any), the Total SDP Commitment shall become a contractual requirement to be met annually on a Massachusetts fiscal year basis (July 1 – June 30) for the duration of the contract. The minimum acceptable Total SDP Commitment in response to this solicitation shall be 1%. Bidders shall be awarded additional evaluation points for higher SDP Commitments.

No contract shall be awarded to a Bidder without an SDP Commitment that meets the requirements stated herein. This requirement extends to **all** Bidders regardless of their own supplier diversity certification.

**Eligible SDP Partner Certification Categories**

SDP Partners must be business enterprises and/or non-profit organizations certified or recognized by the SDO in one or more of the following certification categories:

* Minority-Owned Business Enterprise (MBE)
* Minority Non-Profit Organization (M/NPO)
* Women-Owned Business Enterprise (WBE)
* Women Non-Profit Organization (W/NPO)
* Veteran-Owned Business Enterprise (VBE)
* Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
* Disability-Owned Business Enterprise (DOBE)
* Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LBGTBE)

**Eligible Types of Business-to-Business Relationships.** Bidders and Contractors may engage SDP Partners as follows:

* **Subcontracting**, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.
* **Ancillary Products and Services**, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor’s contract with the Commonwealth but may be related to the Contractor’s own operational needs.

Other types of business-to-business relationships are not acceptable under this contract. All provisions of this RFR applicable to subcontracting shall apply equally to the engagement of SDP Partners as subcontractors.

**Program Flexibility.** The SDP encompasses the following provisions to support Bidders in establishing and maintaining sustainable business-to-business relationships meeting their needs:

* SDP Partners are **not** required to be subcontractors.
* SDP Partners are **not** required to be Massachusetts-based businesses.
* SDP Partners **may be changed or added** during the term of the contract, provided the Contractor continues to meet its SDP Commitment.

**SDP Plan Form Requirements. All** Bidders must complete the SDP Plan Form included in this solicitation and attach it to their bid response. In addition to proposing an SDP Commitment, each Bidder must propose one or more SDP Partner(s) to utilize to meet its SDP Commitment. Certified diverse Bidders may not list their own companies, their subsidiaries, or affiliates as SDP Partners and may not meet their SDP Commitment by spending funds internally or with their own subsidiaries or affiliates.

**Bidders may propose SDP Partners that are:**

* **Certified or recognized by the SDO**: Such partners appear in the [SDO Directory of Certified Businesses](https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](https://www.vetbiz.va.gov/basic-search/) directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor’s SDP Commitment.
* **Not yet certified or recognized by the SDO**: Such partners must be certified in eligible categories by a third-party certification body, such as another city or state supplier diversity certification office, the [National Minority Supplier Development Council](https://nmsdc.org/mbes/mbe-certification/), the [Women Business Enterprise National Council](https://www.wbenc.org/certification/), [Disability: IN](https://disabilityin.org/what-we-do/supplier-diversity/get-certified/), or the [National LGBT Chamber of Commerce (NGLCC)](https://www.nglcc.org/get-certified), but are not listed in the above-mentioned directories. Self-certification is not acceptable. While Bidders may list such proposed SDP Partners on their SDP Plans, spending with such partners will not contribute to meeting the Contractor’s SDP Commitment unless they apply for and are granted SDO supplier diversity certification or recognition. If proposed SDP Partners do not receive SDO supplier diversity certification or recognition, the Contractor must find alternative SDP Partners to meet the SDP Commitment.

It is the responsibility of the Contractor to ensure that their proposed SDP Partners obtain such certification or recognition by the SDO after contract award (if any). The issuing department and the SDO will not conduct outreach to proposed SDP Partners to ensure their certification. Furthermore, no guarantee may be made that a proposed SDP Partner will be certified, or regarding the time it may take to process a proposed SDP Partner certification. Contractors may direct partners to the SDO’s homepage, [www.mass.gov/sdo](http://www.mass.gov/sdo) and the [Certification Self-Assessment Tool](https://www.mass.gov/forms/take-the-certification-self-assessment) for guidance on applying for certification.

It is **desirable** for Bidders to provide an SDP Focus Statement that describe the bidder’s overall approach to increasing the participation of diverse businesses in the provision of products and services under this proposal/contract (subcontracting) and in the Bidder’s general business operations (ancillary products and services). Such a description may include but not be limited to:

* A clearly stated purpose or goal.
* Specific types of diverse and small businesses targeted.
* Which departments/units within the business are responsible for implementing supplier diversity.
* Types of opportunities for which diverse and small businesses are considered.
* Specific measures/methods of engagement of diverse and small businesses.
* An existing internal supplier diversity policy.
* Public availability of the Bidder’s supplier diversity policy.

It also is **desirable** for Bidders to use the SDP Plan Form to describe additional creative initiatives (if any) related to engaging, buying from, and/or collaborating with diverse businesses. Such initiatives may include but not be limited to:

* Serving as a mentor in a mentor-protégé relationship.
* Technical and financial assistance provided to diverse businesses.
* Participation in joint ventures between nondiverse and diverse businesses.
* Voluntary assistance programs by which nondiverse business employees are loaned to diverse businesses or by which diverse business employees are taken into viable business ventures to acquire training and experience in managing business affairs.

**Evaluation of SDP Forms.** To encourage Bidders to develop substantial supplier diversity initiatives and commitments as measures valuable to the Commonwealth, at least 25% of the total available evaluation points for this bid solicitation shall be allocated to the evaluation of the SDP Plan submissions. Because the purpose of the SDP is to promote business-to-business partnerships, the Bidders’ workforce diversity initiatives will not be considered in the evaluation.

**SDP Spending Reports and Compliance.** After contract award, Contractors shall be required to provide reports demonstrating compliance with the agreed-upon SDP Commitment as directed by the department, which in no case shall be less than annually.

Only spending with SDP Partners that appear in the [SDO Directory of Certified Businesses](https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](https://www.vetbiz.va.gov/basic-search/) directory shall be counted toward a Contractor’s compliance with their SDP Commitment. Spending with SDP Partners that do not appear in the directories above shall not be counted toward meeting a Contractor’s SDP Commitment.

It is the responsibility of the Contractor to ensure they meet their SDP Commitment, and the SDO and the issuing department assume no responsibility for any Contractor’s failure to meet its SDP Commitment.

**SDP Spending Verification.** The SDO and the contracting department reserve the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.

**Program Resources and Assistance.** Contractors seeking assistance in the development of their SDP Plans or identification of potential SDP Partners may visit the SDP webpage, [www.mass.gov/sdp](http://www.mass.gov/sdp), or contact the SDP Help Desk at sdp@mass.gov.

**8. Best Value Selection and Negotiation.** The Strategic Sourcing Services Team or SSST may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The SSST 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.

**9. Bidder Communication.** 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 for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS.

**10. Contract Expansion.** If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

**11. 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.

**12. Electronic Communication/Update of Bidder’s/Contractor’s Contact Information.** It is the responsibility of the prospective bidder and awarded contractor to keep current on COMMBUYS 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 SSST, including requests for clarification. The SSST 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 SSST to be lost or rejected by any means including email or spam filtering.

**13. 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, unless the bidder is able to provide compelling proof that it would be unduly burdensome. 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 may track and verify payments made electronically through the Comptroller’s [Vendor Web system](https://massfinance.state.ma.us/VendorWeb/vendor.asp). A link to the EFT application may be found on the [OSD Forms](http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/osd-forms.html) page (www.mass.gov/lists/osd-forms). Additional information about EFT is available on the [VendorWeb](https://massfinance.state.ma.us/VendorWeb/vendor.asp) site ([www.mass.gov/osc](http://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 already is 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.

The requirement to use EFT 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 its response. The SSST will consider such requests on a case-by-case basis and communicate the findings to the bidder.

**14. Executive Order 509, *Establishing Nutrition Standards for Food Purchased and Served by State Agencies*.** Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009.  Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009, that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH).  The nutrition guidelines are available at the Department’s website: [Tools and Resources for Implementation of Executive Order 509](http://www.mass.gov/eohhs/gov/departments/dph/programs/community-health/mass-in-motion/about-mim/components/tools-and-resources-for-executive-order-509.html).

**15. 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 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. Please see other sections of the RFR for any further HIPAA details, if applicable.

**16. Minimum Quote (Bid Response) Duration.** Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission.

**17. Prompt Payment Discounts (PPD).** All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth’s Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder provides 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 (EFT) 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 may be tracked and verified through the Comptroller’s Vendor Web system. The PPD form may be found as an attachment for this Bid on [COMMBUYS](http://www.commbuys.com/).

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, 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 use PPD offerings 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 or attached to the PPD form.

**18. 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, including marking by bidders of information as confidential during the quote submission process in COMMBUYS, shall be disregarded.

**19. 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.

**20. 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 purposesis prohibited by law.

**21. 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.

**22. Acceptable Forms of Signature.** Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. Traditional “wet signature” (ink on paper); 2. Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or Page 2 b. An uploaded picture of the signatory’s hand drawn signature 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory’s name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

# APPENDIX C - Instructions for Execution and Submission of Commonwealth Standard Forms

Forms listed below may be electronically signed by the Bidder, see [Acceptable Forms](#_Electronic_Signatures) of Signatures. Bidders must, if notified of Contract award, submit the following four (4) forms within the timeframe referenced in the RFR section entitled [Acceptable Forms of Signatures](#_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.

## Commonwealth Standard Contract Form

By executing this document, 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 Department and included as part of the 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 their Vendor Code , 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.

## Commonwealth Terms and Conditions/Commonwealth IT Terms and Conditions

If the Bidder has executed and filed the appropriate Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in . 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).

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

If a Bidder previously 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. 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.

## Contractor Authorized Signatory Listing

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 at the bottom of the first page of this form also will 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 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, however, 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 states “in the presence of a notary,” this should be interpreted to mean “in the virtual presence of a notary or corporate clerk/secretary.” Either a notary or corporate clerk/secretary may 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.

## Supplier Diversity Program Plan Form

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

The specific Supplier Diversity Program (SDP) requirements for this procurement may be found earlier in this document. Bidders are required to state a specific percentage of contract revenues that will represent the annual SDP commitment for the entire contract period, including any renewals.

##  Current Environmentally Preferable Products / Practices Form

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.

## 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 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 payment discounts should be reflected on the Commonwealth Standard Contract Form.

## 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 required references. SSST should indicate the number of references required > In completing this form, note that the “Bidder” is the name of the company submitting a Quote in response to this RFR and the “RFR Name/Title” and the “Agency Document Number” may be found on the cover of the RFR document and in the Short Description field in the Header Information of the Bid record in COMMBUYS. 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 reach her/him/them.

# appendix D – Instructions for Vendors Responding to Bids Electronically through COMMBUYS

**Introduction**

COMMBUYS refers to all solicitations, including, but not limited to, Requests for Proposals (RFP), Invitations for Bid (IFB), Requests for Response (RFR), Requests for Quote (RFQ), as “Bids.” All responses to Bids are referred to as “Quotes.”

**Steps for Bidders to Submit a Quote**

1. Launch the COMMBUYS website by entering the URL ([www.COMMBUYS.com](http://www.COMMBUYS.com)) into the browser.
2. Enter Bidder login credentials and click the **Login** button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS to submit a Quote. Each Vendor has a COMMBUYs Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.
3. Upon successful login, the Vendor home page displays with the Navigation and Header Bar, as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.
4. Click on the **Bids** tab
5. Clicking on the Bid tab opens four sections:
	1. Request for Revision
	2. Bids/Bid Amendments
	3. Open Bids
	4. Closed Bids
6. Click on the blue **Open Bid** hyperlinks to open and review an open bid
7. A new page opens with a message requesting you acknowledge receipt of the bid. Click **Yes** to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive notifications of amendments/updates concerning this bid.
8. After acknowledgement, the bid will open.

The top left half of the page contains the following information:

* 1. Purchaser
	2. Department
	3. Contact for this bid
	4. Type of purchase
		1. Open Market
		2. Blanket
	5. Bidders’ Conference details (if applicable)
	6. Ship-to and Bill-to addresses
	7. Any attachments to the bid, which may include essential bid terms, response forms, etc.

The top right half of the bid includes the following information:

* 1. Bid Date
	2. Required Date
	3. Bid Q&A Close Date – date after which bidders no longer may ask questions about the bid
	4. Bid Opening Date – date the bid closes and no further quotes will be accepted
	5. Informal Bid Flag
	6. Date goods/services are required
1. The lower half of the page provides information about the specific goods/services the bid is requesting.
2. Click **Create Quote** to begin.
3. The General tab for a new quote opens. This page is populated with information from the bid. Fields available to update include:
	1. Delivery days
	2. Shipping terms
	3. Ship via terms
	4. Is “no” bid – select if you will not be submitting a quote for this bid
	5. Promised Date
	6. Info Contact
	7. Comments
	8. Discount Percent
	9. Freight Terms
	10. Payment Terms

It is important to note that the bid documents (RFR and attachments) may specify some or all of these terms and may prohibit you from altering these terms in your response. Read the bid documents carefully and fill in only those items that are applicable to the bid to which you are responding.

Update these fields as applicable to the bid and click **Save & Continue** to save any changes and create a Quote Number. The page refreshes and messages display. Any message in Red is an error and must be resolved before the quote may be submitted. Any message in Yellow is a warning and will allow processing to continue.

The following messages are received:

* Terms & Conditions is not acknowledged – to resolve this, click on the Terms & Conditions tab and accept the terms.
* Your quote has not been submitted – information message; no action required
1. Click on the **Terms & Conditions** tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote may be submitted. If your acceptance is subject to exceptions, those exceptions must be identified here. Exceptions may not contradict the requirements of the RFR or required Commonwealth standard forms and attachments for the bid. For instance, an RFR may specify that exceptions may or will result in disqualification of your bid.
2. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
3. The item opens. Input your quote information and click **Save & Exit**.
4. **CONFIDENTIAL INFORMATION**: If documents uploaded in your quote response contain confidential information (security sensitive, EFT, W9, Commonwealth Terms and Conditions), **you must mark each item as confidential**. The confidential column on the Attachments view allows the user to select whether the attached form is confidential or not. Check the box in the confidential column for each attached form that contain confidential information.
5. Click on the **Attachments** Tab. Follow the prompts to upload and name all required attachments and forms and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click **Save & Continue**. After you have uploaded all required documents click **Save & Exit**. Be sure to review your attachments to ensure each required document has been submitted.
6. Click the **Summary** tab. Review the information and update/correct, as needed. If the information is correct, click the **Submit Quote** button at the bottom of the page.
7. A popup window displays asking for verification that you wish to submit your quote. Click **OK** to submit the quote.
8. The **Summary** tab redisplays with an updated Status for the quote of **Submitted**.
9. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the OSD Help Desk at OSDHelpDesk@mass.gov. If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: 1) for a formal bid, prior to the bid opening date, or 2) for an informal bid (which may be viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever is earlier.

Bidders may not submit Multiple Quotes in response to a Bid unless the Bid authorizes Multiple Quote submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, only the latest submission prior to the bid opening date will be evaluated.

# APPENDIX E - Cost Tables: Specialized Customer Premises Equipment

Cost tables are located in the excel spreadsheets attached to this solicitation titled Appendix E - Cost Tables.

Bidders shall complete and submit cost sheets in compliance with specifications and submission requirements as detailed in this RFR.

All rates shall become fixed for the initial term of the contract, unless there is a material change to a regulation, guideline, standard, or order of the Department that significantly alters the contractor’s ability to provide services, as determined solely in the discretion of the Department. Any renegotiation of rates or pricing resulting from any such material change shall be supported by appropriate and detailed documentation to the satisfaction of the Department.

Manufacturer/make/model noted on the cost tables are that of equipment currently being provided through MassEDP. These manufacturers/makes/models are for reference only. A bidder may propose an alternative, equivalent device. The Department will, in its sole discretion, determine if a proposed alternative, equivalent device achieves substantially equivalent or better performance.

# APPENDIX F - Trade-Ins

See Section 3.3.4 on trade-in credit. The Department seeks trade-in credit value on the following items. Trade-in credits shall be applied to a future invoice.

The trade-in table is located in the attachments section of the COMMBUYS.

Bidders shall complete and submit the trade-in table in compliance with specifications and submission requirements as detailed in this RFR.

# APPENDIX G - Sample REPAIR Form

 MassEDP Equipment Repair 

|  |  |
| --- | --- |
| Submit to: | Return Equipment To:MassEDP ProgramMassachusetts State 911 Department151 Campanelli Drive, Suite AMiddleborough, MA 02346 |

**This Section completed by MassEDP**

|  |  |
| --- | --- |
| Equipment Model: | RA #: |
| Serial #: | Distribution Date: |
| Date Sent to Contractor:  | Replacement from Contractor: |
| Customer PIN: | Customer Name: |
| Problem:  |

Please repair equipment in accordance with the prices, terms, delivery method and specifications contained in the Massachusetts contract number:

This section is completed by the Contractor

Repair Disposition: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Warranty Voided: **YES NO** If **YES**, Charge to repair equipment: \_\_\_\_\_\_\_\_\_\_

**If warranty is voided, please contact EDP Manager, Grant Harrison at** **grant.harrison@state.ma.us** **or via telephone at 508-821-7234 for authorization to proceed with repair(s).**

Please return this form with the equipment. Include an invoice for any charges not covered under the contract.

Customer received repaired equipment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Customer Signature Date

# Appendix H - Glossery

The following words and phrases used in this RFR shall have the following meaning, unless the context requires otherwise.

Americans with Disabilities Act or ADA: the Americans with Disabilities Act of 1990, as amended.

Automatic Location Identification: an enhanced 911 service capability that allows for the automatic display of information relating to the geographical location of the communication device used to place a 911 call.

Automatic Number Identification: an enhanced 911 service capability that allows for the automatic display of a telephone number used to place or route a 911 call.

Captioned telephone: an amplified telecommunications device with a text display that permits the user to both listen to what is said over the telephone and simultaneously read captions of what the other person is saying, thereby allowing a hard of hearing person to utilize captioned telephone service.

Captioned telephone service: an enhanced voice carry over telecommunications relay service, a system which uses third party intervention to connect persons with a hearing disability but with some residual hearing, to engage in communication, by wire or radio, with a hearing individual in a manner that is functionally equivalent to the ability of an individual, who does not have a hearing disability, to communicate using voice communication services, by wire or radio.

Certified subscriber: a residential subscriber who is: (i) certified by the Massachusetts Commission on the Deaf and Hard of Hearing as sufficiently deaf or hard of hearing to be in need of specialized customer premises equipment; (ii) certified by the Massachusetts Commission for the Blind as sufficiently visually impaired to be in need of specialized customer premises equipment; or (iii) certified by the Massachusetts rehabilitation commission as otherwise sufficiently disabled to be in need of specialized customer premises equipment.

Commonwealth: the Commonwealth of Massachusetts

Communication services: (a) the transmission, conveyance, or routing of real-time, two-way voice communications to a point or between or among points by or through any electronic, radio, satellite, cable, optical, microwave, wireline, wireless, or other medium or method, regardless of the protocol used; (b) the ability to provide two-way voice communication on the public switched network; (c) wireless enhanced 911 service; (d) wireline enhanced 911 service; (e) interconnected VoIP provider service, as defined by Federal Communication Commission regulations; (f) IP-enabled service, as defined in section 18A of chapter 6A of the Massachusetts General Laws; and (g) prepaid wireless service.

Contractor: a bidder that has been selected and has contracted with the State 911 Department to provide the services under this RFR.

Deaf: a severe to profound hearing loss resulting in the majority of circumstances, in an inability to effectively use a conventional telephone without the assistance of a test telephone or other nonvoice terminal device.

Department: the State 911 Department within the Executive Office of Public Safety and Security of the Commonwealth of Massachusetts.

Disability: a physical, cognitive, sensory or mental impairment that substantially limits one (1) or more major activities such as caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning or working, and results in an inability to use a telephone without the assistance of specialized telephone equipment.

Eligible Entity: department or unit of government within the Commonwealth.

End User: a person who uses communication services.

FCC: the Federal Communications Commission.

Hard of hearing: a hearing loss resulting, in the majority of circumstances, in an inability to effectively use a telephone without the assistance of a sound amplification control or a telephone without the use of a hearing aid and a hearing aid compatible handset.

Hearing carry over or HCO: a form of telecommunications relay service, or  TRS, with which a person with a speech disability is able to listen to the other end user and, in reply, a third party speaks the text as typed by the person with the speech disability and the third party does not type any conversation.

HCO-to-TTY: an HCO service that allows a relay conversation to take place between an HCO user and a TTY user.

HCO-to-HCO: an HCO service that allows a relay conversation to take place between two (2) HCO users.

IP-enabled service: a service, device, or application that makes use of Internet Protocol, or IP, and capable of entering the digits 911, or by other means as approved by the department, for the purposes of interconnecting users to the enhanced 911 system including, but not limited to, voice over IP and other services, devices, or applications provided through or using wireline, cable, wireless, or satellite facilities or any other facility that may be provided in the future.

Local exchange service: telephone exchange lines or channels that provide local access from the premises of a subscriber in the commonwealth to the local telecommunications network to effect the transfer of information.

Massachusetts Equipment Distribution Program or MassEDP or the Program: the program that allows for the distribution, repair, and replacement of specialized customer premises equipment units for certified subscribers throughout the Commonwealth of Massachusetts.

Next Generation 911: an enhanced 911 system that incorporates the handling of all 911 calls and messages, including those using IP-enabled services or other advanced communications technologies in the infrastructure of the 911 system itself.

Public Safety Answering Point or PSAP: a facility assigned the responsibility of receiving 911 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 911 calls to other public or private safety agencies or other PSAPs.

Public Switched Telephone Network: the network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.

Request for Response or RFR: the mechanism used to communicate procurement specifications and to request responses from interested bidders.

Response: a response from a bidder to the Request for Response.

Residential subscriber: a subscriber who resides in Massachusetts and who has access to residential telephone service provided by a local telephone contractor.

Contractor: a bidder that has been selected and has contracted with the State 911 Department to provide the services under this RFR.

SCPE distribution service: a system of administration and record keeping, as well as distribution, repair and replacement of SCPE units for certified subscribers.

Specialized customer premises equipment or SCPE: specialized customer premises equipment, such as artificial larynxes, signaling devices, amplified handset, hands-free telephones, text telephones, memory telephones, direct telephone dialing device, Braille text telephones,  captioned telephone, and other devices which provide access to telephone networks for people with a hearing, speech, vision, mobility or cognitive disability.

Strategic Source Services Team (SSST): Representatives from various Eligible Entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations, evaluate responses to Bids and award Statewide or Department Contracts. The SSST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Contract.

Subscriber: a person who uses communication services.

Text telephone or TTY: a machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications relay service or TRS: a telephone transmission service that provides an individual with a hearing or speech disability the ability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. TRS includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device, speech-to-speech services, and non-English relay services.

Two-line HCO: an HCO service that allows TRS users to use one (1) telephone line for hearing and the other for sending text telephone, or TTY, messages.

Voice carry over service or VCO: a form of TRS with which a person with a hearing disability is able to speak directly to the other end user when a third party types the response back to the person with the hearing disability and the third party does not voice the conversation. Two-line VCO is a VCO service that allows TRS users to use 1 telephone line for voicing and the other for receiving TTY messages. A VCO-to-TTY TRS call allows a relay conversation to take place between a VCO user and a TTY user. VCO-to-VCO allows a relay conversation to take place between 2 VCO users.

VoIP or voice over internet protocol: a type of IP-enabled service that allows for the two-way real time transmission of voice communications and has access to the public switched network.

1. Program was impacted by the pandemic. [↑](#footnote-ref-2)