**INSTRUCTIONS FOR PURCHASERS:**

**This template document may be used to create Request for Response (RFR) documents for complex small (<$250,000 in estimated annual value) and large (>$250,000 in estimated annual value) procurements. It identifies the minimum contents required for an RFR as well as a wide range of suggested additional content.**

**Departments are responsible for reviewing and completing the RFR in compliance with OSD regulation, 801 CMR 21.00, and associated guidance and policies contained in OSD’s** [**Conducting Best Value Procurements Handbook**](https://www.mass.gov/media/875656/download)**. For simple, small procurements, Departments may utilize the** [**Minimum Recommended Department RFR Template**](https://www.mass.gov/doc/minimum-recommended-department-rfr-template) **available on the** [**OSD Forms**](https://www.mass.gov/lists/osd-forms) **page.**

**Color coding explanation for purchasers:**

This template uses color highlighting to identify the following:

* Items required for all Bids – shown in red. Highlighting should be removed before RFR publication.
* Optional items that may apply to some Bids – shown in gray, may be deleted. Highlighting should be removed before RFR publication if those items remain in the document.
* Instructions – shown in yellow should be deleted before RFR publication.

**Please delete this instructions page and remove highlighting after document completion and before publication.**

**Note on document accessibility:** This document uses highlighting, which may present accessibility challenges for some readers. If you are developing an RFR and require an accessible version of this document for editing, please email your request to [osdlegal@state.ma.us](mailto:osdlegal@state.ma.us).

The Commonwealth of Massachusetts

INSERT SECRETARIAT NAME

INSERT AGENCY NAME

INSERT AGENCY ADDRESS



Request for Response (RFR)

Document Title: <RFR Title>

COMMBUYS Bid#: <Bid# assigned automatically by COMMBUYS in the Bid# field when the draft Bid is created>

Agency Document Number: <Optional Document Number assigned by the Agency and entered into the COMMBUYS Bid Description field>

<DATE>

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](mailto: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.

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APPENDIX7 Glossary

# RFR Introduction and General Description

## Procurement Scope and Description

The Commonwealth of Massachusetts <INSERT AGENCY NAME> is soliciting Bidders for the acquisition of <describe goods and/or services being procured>.

## Background information

<If necessary, provide a background description, if and when an existing Contract will be ending, and the need for this procurement, etc.>

## Applicable Procurement Law

This Bid is issued under the following law(s):

<Select one and delete all others>:

* MGL c. 7, § 22; c. 30, § 51, § 52; and 801 CMR 21.00 (Goods and Services)
* MGL c. 7, § 22, § 22N; c. 30, § 51, § 52; 801 CMR 21.00; 808 CMR 1.00 (Human and Social Services)
* MGL c. 30, § 51, § 52 and § 65; c. 7, § 22; and 801 CMR 21.01(2) (b) (Legal Services )
* MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00 (Grants)

## Number of awards

<Describe the estimated number of Contract awards and any conditions/categories for having more or fewer awards. The sample language provides maximum flexibility. > The target maximum number of Contractors is <enter number>. This is a target number; the Strategic Sourcing Services Team (SSST) may award more or fewer Contracts if it is in the best interests of the Commonwealth to do so.

## Adding Contractors after initial Contract award

<Describe how additional Contractors may be added. The sample language provides maximum flexibility.> 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

<This template is designed for large Departmental Contracts only, and a template for Statewide Contracts should be requested from OSD after OSD’s permission has been obtained to conduct a procurement of a Designated Statewide Contract. Select one of the following two options:>

<Option 1> **Limited User Contract – Restricted to Use by Defined Entities Only.** Any contract resulting from this Bid will be open for use by the Issuing Entity as well as the following other entities :<Insert the list of eligible entities by name>.

<NOTE: If a Department issues a bid/contract that allows other named users, that Department accepts responsibility of contract management on behalf of those named users. Each named user is responsible for the execution of purchase orders, Statements of Work (SOW), or other engagement-specific documents and their retention, retrieval, archiving, and disposal; however, the named users may not execute separate contract documents.

When issuing a Limited User Contract, *Departments are not authorized to allow all other eligible entities to use the contract. Only statewide contracts, which require OSD approval, are available for use by all eligible entities.>*

<Option 2> **Limited User Contract – Restricted to Use by Issuing Entity Only.** Any contract resulting from this Bid will be open for use by the Issuing Entity Only.

## Acquisition Method(s)

<Choose from the following selection of acquisition methods and delete the others.>The acquisition method(s) to acquire goods and/or services from this Bid are Outright Purchase, Tax Exempt Lease Purchase (TELP), Term Lease, Fee for Service, Rental (Not to exceed six months), License, and Other [if using Other, describe the acquisition method].

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

All term leases, rentals, maintenance, or other agreements for services 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 X 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.

## Contract Duration

<SSST to fill in the following or fill in an alternative description> The expected duration of this contract is as follows:

| **Contract Duration** | **Number of Options** | **Number of Years/Months** | **Instructions** |
| --- | --- | --- | --- |
| **Initial Duration** |  |  | Specify Initial Contract Term in Months/Years. The Contract will be executed for this Initial Duration and will run from the Contract Effective/Start Date (execution date) for this Initial Duration. (e.g., “Two Years” or “From the execution date through MM/DD/YYYY”). |
| **Renewal Options** |  |  | Identify the number of such options and the duration of the options to renew (e.g. “two options to renew for one year each”). |
| **Total Maximum Contract Duration** |  |  | Initial Number of Years/Months for the Initial Term Plus All Renewal Periods. |

No goods may be ordered and no new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired.

## Estimated Value of the Contract

Departments may choose to provide this information or not. Often, it is helpful to the Bidders, however there may be instances where omitting the information may improve the bids. The estimated value of purchase(s) resulting from this Bid is amount / estimated units <provide one or both>. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

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

The “Estimated Value (US$)” for this Bid was based on the following: <The SSST may elect to provide additional details here, including a description of how the expenditure forecast was derived. Include estimated value here, if desired; be sure that estimated value is consistent with COMMBUYS amount, if included.>

### Basis for estimated number of units for this Contract (including all options to renew)

The “Estimated Units” for this Bid was based on: <Do not complete this section if the “Estimated Units” field is not populated. The SSST may elect to provide additional details here, including a description of how the Estimated Units was derived.>

# Estimated Procurement Calendar

| **EVENT** | **DATE** |
| --- | --- |
| **Announcement of Intent to Procure <Enter IF WTO NOTICE APPLIES, delete if NA>** | <date> |
| **Bid Release Date** | <date> |
| **Physical or Online Bidders’ Conference <Delete if NA>** | <date, time and location> |
| **Deadline for Submission of Questions through COMMBUYS “Bid Q&A” <delete if NA>** | <date, time> |
| **Official Answers for Bid Q&A published (Estimated) <delete if NA>** | <date> |
| **Training for Online Quote Submission <delete if NA>** | <SSST must check with [OSDTraining@mass.gov](mailto:OSDTraining@mass.gov) for dates> |
| **Bid Amendment Deadline / Online Quote submission begins. Bid documents will not be amended after this date. <delete if NA>** | <date> |
| **Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS)** | <date, time> |
| **Oral Presentations for Selected Bidder(s) (Estimated)<Delete if NA>** | <dates, location>Bidders will be notified individually and be given at least one week’s notice if Oral Presentations are required. |
| **Site Inspections for Selected Bidder(s) (Estimated) <Delete if NA>** | <dates> Bidders will be notified individually and be given at least oneweek’s notice if Site Inspections are required. |
| **Notification of Apparent Successful Bidder(s) (Estimated)** | <date> |
| **Negotiations (Estimated) <Delete if NA>** | <date> |
| **Deadline for Contractors to Provide Draft Catalog Information / Punchout Catalog Enablement (Estimated) <Edit as needed. Delete table row if NA>** | <date> |
| **Estimated Contract Start Date** | <date> |

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 [delete if NA]

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the 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 issuing 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 Purchasing Department, including requests for clarification. The Purchasing 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 Purchasing Department to be lost or rejected by any means, including email or spam filtering.

## Locating Bid Q&A <delete section if not using 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 <delete if NA>

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 SSST 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.

## Bidders’ Conference <delete if NA>

The Bidders’ Conference is conducted by the SSST for the purpose of providing general information about the bid and may be in person or via webinar or conference call. Attendance is <enter either “mandatory” or “optional’ and any other additional pertinent information>. Please refer to the COMMBUYS website for updated information, including the location, time, and date of the Bidders’ Conference.

## Oral Presentations/Product Demonstrations <delete if NA>

Selected Bidders who are asked to participate in Oral Presentations / Product Demonstrations will be expected to prioritize this in their schedules. The SSST will make every effort to find a mutually convenient time for the Bidder and the SSST. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points, or other action that the SSST deems appropriate.

## Site Inspection<delete if NA>

<If applicable, the SSST should draft language regarding the details and requirements of the site inspection, including whether an inspection will be required before or after bidding, whether it is mandatory or optional, and also include the estimated Site Inspection date(s) in the Procurement Calendar above (if known)>

## Providing Draft Catalog Information / PunchOut (G2B) Catalog Enablement <Edit title as needed>

The Contractor will be required to work with the SSSL and OSD’s COMMBUYS staff to develop the data and/or capabilities for specified Eligible Entities to place orders from the Contractor through COMMBUYS. <SSSTs are advised to provide ample time for the creation of such catalogs. Use ONE of the four options below, based on the catalog type to be used for the Master Blanket Purchase Order resulting from this Bid>

<For catalogs created directly from awarded Quotes> Additional information on this requirement is located in RFR Section <update section number if needed> 3.7 COMMBUYS Catalog Enablement and Updates.

<For catalogs created by the SSSL>Additional information on this requirement is located in RFR Section <update section number if needed> 3.7 COMMBUYS Catalog Enablement and Updates.

<For vendor-created, system-hosted catalogs.> After contract execution and prior to contract start date, the Contractor will be required to complete an Excel catalog template provided by the SSSL. The template will include, but will not be limited to, the following fields to be fully completed by the Contractor:

* Item description
* UNSPSC Family and Segment numbers
* UNSPSC Class number
* Unit of Measure
* Unit Price

In completing the catalog template, the Contractor may be required to follow product naming conventions, include keywords, and use units of measures specified by the SSSL to ensure consistent use of the resulting catalogs across all Contractors. The Contractors also will be required to revise and resubmit the completed catalog template based on SSSL’s comments. Additional information on this requirement is located in RFR Section <update section number if needed> 3.7 COMMBUYS Catalog Enablement and Updates.

<For PunchOut catalogs.> The development of PunchOut catalogs must be approved and performed in consultation with the Operational Services Division. Do not make this a requirement unless OSD approval has been obtained>

After contract execution and prior to contract start date, the Contractor must work with the SSSL and OSD’s COMMBUYS staff to create PunchOut (Government to Business, or G2B) product catalogs for this contract on their website(s) and enable ordering from such catalogs using COMMBUYS. COMMBUYS staff will provide detailed instructions and guidance on the technical requirements and specific actions required from the Contractors at that stage.

In addition, the Contractor may be required to complete an Excel catalog template provided by the SSSL and provide keywords and other information to enable Eligible Entities to find items offered by the Contractor within COMMBUYS and then connect to the Contractor’s ordering website. In completing such a template, the Contractor may be required to follow product naming conventions, include keywords, and follow other instructions by the SSSL to ensure consistent use of the resulting catalogs across all Contractors. The Contractor may also be required to revise and resubmit the completed template based on SSSL’s comments.

Additional information on this requirement is located in RFR Section <update section number if needed> 3.7 COMMBUYS Catalog Enablement and Updates.

# Specifications

Additional required terms appear in the Appendices to this RFR.

## Bidder Qualifications <CHOOSE ONLY THOSE APPLICABLE>

### Company certifications and affiliations

Authorization letters from Manufacturers or Dealers

Company affiliations

Statutory, certification, and license requirements

### Company experience

Business background

Years in business

Years in the industry of the Bid

Organizational chart

### Financial stability including bankruptcy, litigation, and contract defaults

Most current audited annual financial statements

Gross annual revenue for most recently completed fiscal year

Last bankruptcy and current/pending litigation

Defaults on contracts

Current days to pay <supplier invoices>

Date of last order

### References and reference information and/or requirements

Largest customers in MA if applicable

Largest state government customers if applicable

### Employee requirements

Employee technical/business experience, certifications, licenses

Resumes

Background/CORI check requirements

## Commodity Specifications

### Functional description

### Eligible commodities

### Eligible brands and models

### 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.

### Quantity, size, shape, color, material

### Operational, electrical, environmental, and other requirements

### Performance specifications, durability, disclosures, and recalls

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

### Warranties and guarantees

### Availability guarantees of service, service parts, accessories, and supplies

### Upgrades & upgradeability

### Operating manuals

### Product evaluations and samples

### New in the box, most current version and not discontinued by the manufacturer

### Open box, remanufactured and refurbished equipment & supplies provisions

Remanufactured or Reconditioned is defined as products or equipment partially or fully manufactured from existing product materials where such materials are cleaned and repaired to the extent possible and reused in the new product or equipment in accordance with the original manufacturer’s specifications. All unusable parts are to be removed and replaced with new or remanufactured parts, which meet OEM standards and any governing standards/regulations.

### Sample products for evaluation

## Service Specifications <select only those items that apply from below>

### Rental <include pickup, return & responsibilities>

### Lease <include pickup, return & responsibilities>

### Tax Exempt Lease Purchase (TELP) <Please note that the Executive Office for Administration and Finance Capital Group must be contacted before a department conducts a solicitation for a TELP>

### Loaner Equipment

If the time for warranty or service repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request by the customer. Loaner equipment shall be provided at no cost, including shipment to the customer’s location and return of loaner equipment to the Contractor.

### Technical Support

<Describe contact, staffing, times available (e.g. 9AM – 5PM EST), response time (e.g. within x hours), and escalation procedures.>

### Capacity plan, resources, and infrastructure for this Contract

Capacity plan for meeting the contractual requirements for delivery

Local warehouse, stocking levels, and order lead times

Infrastructure including facilities, trucks, equipment, and offices

### Customer forecasting (Vendor Managed Inventory or VMI)

<describe a process or service for forecasting Commonwealth Agency needs to maintain minimum inventory levels, e.g. Fuel oil keep fill programs, auto replenishment programs>

### 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.
* A description of the areas of Massachusetts that the Bidder could supply in the event of an emergency (e.g., Entire State, Specific City, or Region).

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

### Design requirements

### Pre-installation

Site inspection requirements

Implementation requirements <Contractor and end user>

### Installation

Requirements <Contractor and end user>

As built documentation or manuals

Normal work days, holidays, and hours

Anticipated service disruption(s)

### Post-installation

Clean up

Recycling of packaging

Removal/recycling/disposal/destruction of old equipment and data

### Training & training materials

Use of Contractor training facilities

Use of eligible entity facilities

Content, media, delivery, and timeframes

Ownership and copyright provisions of training materials designed under this Contract

Ownership and rights of copyrighted training materials

Environmental issues to be included in general product/service training (e.g. Energy Star, climate change considerations, recycling of old product, etc.)

### Maintenance agreements and eligibility requirements

### Time & Material service and repairs

### Service Level Agreements (SLAs)

Response time guarantee

Up time guarantee

Maintenance

Quality

SLA Penalties

### Geographic service and delivery areas

### Disposal services, data erasure, ability to be recycled and end of life requirements

### Requirements for consultant <or any other> services

### Service parts & service parts warranties

### Statement of Work (SOW) requirements

Responsibilities of the user

Responsibilities of the Contractor

Work schedules and performance dates

Scheduled payments

Change management procedures

Ownership of intellectual property developed under the Contract \

### Requirements at Contract or engagement termination

< When writing an RFR, an agency needs to consider what, if any, problems are likely to arise when a Contract or engagement ends. If a future problem is perceived, then transition language addressing it should be incorporated into the RFR.  Some items to consider would be requiring cooperation to assure smooth transition, transfer of data to new Contractor, buyout of materials or equipment in place by new Contractor, no restrictions on new Contractor hiring old Contractor’s employees, overlapping of Contract time frames, knowledge transfer, allowing for a rolling transfer approach.>

## Small Business Purchasing Program <All subsections of this section are required for inclusion>

**[MANDATORY FOR PROCUREMENTS WITH ANNUAL VALUES EQUAL TO OR LESS THAN $250,000] [OPTIONAL FOR PROCUREMENTS WITH ANNUAL VALUE OVER $250,000]**

### Program Background

The Massachusetts Small Business Purchasing Program (SBPP) was established pursuant to [Executive Order 599](https://www.mass.gov/executive-orders/no-599-reaffirming-programs-to-ensure-diversity-equity-and-inclusion-for-diverse-and-small-massachusetts-businesses-in-state-procurement-and-contracting) 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](mailto:sbpp@mass.gov).

## Supplier Diversity Program <All subsections of this section are required for inclusion>

**[MANDATORY FOR PROCUREMENTS WITH ANNUAL VALUES EXCEEDING $250,000] [OPTIONAL FOR PROCUREMENTS WITH ANNUAL VALUE EQUAL TO OR LESS THAN $250,000]**

### Program Background

Pursuant to, [Executive Order 599](https://www.mass.gov/executive-orders/no-599-reaffirming-programs-to-ensure-diversity-equity-and-inclusion-for-diverse-and-small-massachusetts-businesses-in-state-procurement-and-contracting) 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).

All Bidders and Contractors are strongly encouraged to create a profile on the [SDO’s Supplier Diversity Hub to access the Commonwealth’s supplier diversity resources and tools.](https://sdh.formverse5.com/AUTOCENESERVER_SDH/WebApp/Login.aspx)

### 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. These may include but are not limited to the following examples: professional services (e.g., IT, legal, advertising, HR, accounting etc.), maintenance services (e.g., cleaning, landscaping, tradespersons services, etc.), office expenses (e.g., office supplies, furniture, IT supplies, etc.). Anything declared as a business expense in which a certified vendor is used would qualify.

Other types of business-to-business relationships are not acceptable under this contract. If subcontracting is proposed, it must meet all the subcontracting provisions (if any) listed in this RFR.

### 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 [SBA Veteran Small Business Certification (VetCert](https://veterans.certify.sba.gov/)) directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor’s SDP Commitment.
* **Certified by one of SDO’s recognized third-party certification bodies but not yet listed in the SDO Directory of Certified Businesses:** Such partners must be certified in eligible categories by one of SDO’s recognized third-party certification bodies, which include the [City of Boston,](https://www.boston.gov/departments/supplier-diversity#get-your-business-certified) the [Greater New England Minority Supplier Development Council (GNEMSDC),](https://gnemsdc.org/certification/) the [Center for Women & Enterprise (CWE)](https://www.cweonline.org/), [Disability: IN](https://disabilityin.org/what-we-do/supplier-diversity/get-certified/), [National LGBT Chamber of Commerce (NGLCC)](https://nglcc.org/lgbtbe-certification/), or the [National Veteran Owned Business Association (NaVOBA)](https://www.navoba.org/certification) but have not yet opted to be listed in the SDO Directory of Certified Businesses. In order to opt into SDO’s Directory of Certified Businesses, the SDP partner must follow the applicable expedited instructions on SDO’s Apply for Recognition as a Third-Party Certified Business webpage. 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.
* **Not yet certified or recognized by the SDO or one of SDO’s recognized third-party certification bodies**: Such partners must be certified in eligible categories by other third-party certification bodies that are not yet recognized by the SDO, such as another city or state supplier diversity certification office, the [National Minority Supplier Development Council](https://nmsdc.org/login/?redirect_to=https://nmsdc.org/?page_id=47261), or the [Women Business Enterprise National Council](https://www.wbenc.org/certification/), 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](file:///C:\Users\bborchrote\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.Outlook\002B2JQ1\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 a description of supplier diversity businesses practices. Specifically, listing contact information for the individual or unit responsible for establishing and maintaining supplier diversity relationships, and including a written policy for establishing and maintaining supplier diversity relationships.

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 & Compliance

After contract award, Contractors must submit reports at least annually to demonstrate compliance with the agreed-upon SDP Commitment. To submit SDP spending reports using the Hub, Contractors must create a profile in the Hub. Once registered, awarded contractors must report information such as, but not limited to, SDO or SDO-recognized SDP partner(s), spend with SDO partner(s), and total contract sales. Contractors must follow report submission instructions from the issuing department and the SDO.

**SDP Spending Compliance**

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 [SBA Veteran Small Business Certification (VetCert](https://veterans.certify.sba.gov/)) 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](mailto:sdp@mass.gov).

## Environmental Specifications

<Minimum environmental specifications are available for dozens of product and service categories. Such specifications may address product / service performance, end-of-life management, disposal/reuse/recycling, and other factors. The SSST must follow the OSD EPP Procurement Program Guidance (found in the “key resources” section of OSD’s [Conducting Best Value Procurements Handbook](https://www.mass.gov/media/875656/download)) to draft the recommended EPP language and ensure that current specifications are included.>

### 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>.

### Environmental plan

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

* Implementing energy efficiency initiatives at the corporate level in line with [Executive Order 484](https://www.mass.gov/executive-orders/no-484-leading-by-example-clean-energy-and-efficient-buildings?_ga=2.100925761.1741219494.1633353146-758386467.1632336759), such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies.
* Encouraging environmental initiatives at the corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone-depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.
* Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as, but not limited to. LEED, ISO 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice, and others.
* Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
* Working with the SSST to develop and distribute information and/or materials to Commonwealth customers about the Awarded Bidder’s/Contractor’s environmental practices and initiatives throughout the term of the Contract.
* Developing a plan to implement the recycling of materials used or produced in normal business operations.
* The SSST may award points to Bidders who provide evidence that measures and initiatives such as these are in place within their operations, and/or for written proposals submitted with their Quote detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices form on COMMBUYS).

## License Agreements and Service Agreements

<Must be negotiated by SSST in advance of use. Such agreements must not conflict with Commonwealth’s Terms and Conditions. In general, see OSD and CTR Policy Guidance, “[State Finance Law and General Requirements](https://public.powerdms.com/MAComptroller/documents/1778985),” concerning execution of vendor contracts.>

## Compensation Structure/Pricing

<Describe the overall compensation structure and the requirement for providing transparent prices including firm fixed prices or provisions for adjustments. Compensation may be project based, unit based, or capitated. Use additional cost information below, as applicable.>

### Cost tables

<Describe the function of the cost tables.> Compensation will be based solely on the cost tables or catalogs supplied by the Bidder and accepted by the SSST and incorporated into a catalog on COMMBUYS <OR> MSRP (Manufacturer’s Suggested Retail Price) <OR> Manufacturer’s National/Global price list <OR> Total Cost of Ownership, <OR other, specify>. Cost tables must contain all goods and services to be provided on this Statewide Contract. Compensation will be based on these cost tables, which will form the basis for the Contractor’s catalog in COMMBUYS. <Also, include detailed instructions on filling out the cost tables including a description of whether prices will be per unit, hour, project-based, or contingency-based, and whether special labor rates, such as prevailing wage rates, apply, etc. or reference the Cost Tables>

#### Commodities

#### Services <May need separate tables for new and installed base of equipment>

#### Volume purchase discounts (VPD)

#### Tiered discounts

#### Dock Delivery Discounts (DDD)

#### Cost Plus

Definition of cost <describe how costs are measured and whether a percentage or amount is to be added to the cost as a mark-up. Is it supplier’s LIFO (Last In, First Out) inventory cost or is overhead, delivery, and burden included in the cost? Bidder to provide a cost breakdown for all deliverables. (See Environmental Section for Life Cycle Cost considerations to include where possible)>

<Bidder to describe and list suppliers, quote process, and cost management methods>

<Bidder to describe Bidder’s cost basis, such as supplier’s discount to Bidder based on annual volumes or one-time purchases, or “National Corporate Prices” from the suppliers/manufacturers>

<Bidder to describe basis for complete life cycle costs>

#### Unscheduled updates to commodities/services/pricing process and approvals

#### Scheduled or automatic price adjustments

#### Price adjustments based on PPI (Producer Price Index) or CPI (Consumer Price Index)

#### Fuel surcharge provisions

#### Shipping FOB Destination

<Freight prepaid or freight allowed or prepay freight & add or freight collect>

### Labor rates or project based compensation

<Describe how the Contractor will be compensated for labor>

#### Unit Rate Compensation and labor categories.

#### Project Based compensation

#### Standard labor rates

#### Prevailing wage

<For services that require the payment of prevailing wages, the Agency must request a prevailing wage schedule for the applicable service(s) from the Department of Labor Standards (DLS).>

#### <All or part of the service(s) available under this RFR and resulting contract may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles, and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The awarding authority has a legal obligation to request a prevailing wage schedule from the [Department of Labor Standards (DLS)](http://www.mass.gov/dols) at <http://www.mass.gov/dols> and to ensure that annual updates are requested pursuant to G.L. c. 149 s. 27. In addition, bidders and proposers must agree to comply with the Prevailing Wage Law, as administered by the DLS. Questions regarding the Prevailing Wage Law may be answered by accessing the [DLS website](http://www.mass.gov/dols) at www.mass.gov/dols or by calling the DLS Prevailing Wage Program at (617) 626-6953.>

#### Union wages

### Travel expenses and all other expenses

#### Commuting expenses

Commuting expenses will not be reimbursed.

#### Standard Business Expenses

Standard Business Expenses may be allowed with prior authorization from a Commonwealth Agency, but in no case will the amount be more than that allowed for Commonwealth of Massachusetts employees. (Search the [Human Resources Division (HRD)](http://www.mass.gov/hrd) website at www.mass.gov/hrd for the term “Red Book.”)

#### Reimbursable Expenses

All or some of the expenses below may be allowed with prior authorization from the Commonwealth Agency, but in no case will the amount be more than that allowed for Commonwealth of Massachusetts employees. (Search the [Human Resources Division (HRD)](http://www.mass.gov/hrd) website at www.mass.gov/hrd for the term “Red Book.”)

#### Travel

#### Meals

#### Lodging

#### Incidental

#### Other expenses

### Sample Configurations/Scenarios for evaluation

<Describe how to respond and the requirements, for example sample configurations requested for pricing purposes.>

## COMMBUYS Catalog Enablement and Updates

<This section addresses additional issues related to catalogs continued from Section 2.6, Providing Draft Catalog Information / Punchout (G2B) Catalog Enablement.>

COMMBUYS enables specified Eligible Entities to place orders using online catalogs. Contractors will be required to participate in the creation and maintenance of such catalogs as described below. Throughout the life of the contract, the SSST reserves the right to revise the COMMBUYS catalog structure and type to optimize ordering by Eligible Entities.

<For catalogs created directly from awarded Quotes>

The set of Items published as part of the Bid with pricing provided by the Bidder(s) and accepted by the SSST will become basis for the contract catalog. To enable more effective ordering of items covered by the contract, throughout the life of the contract, the Contractor may be required to revise, or assist the SSSL in revising, the item descriptions or other information associated with the Items included in this Bid.

<For catalogs created by the SSSL>

Online catalogs for this contract will be set up by the SSSL based on <edit as appropriate> contract categories, product/service groups submitted by Bidders. To enable more effective ordering of items covered by the contract, throughout the life of the contract, the Contractor may be required to assist the SSSL in creating or revising item descriptions or other information associated with the products and/or services included in this Bid.

The development of PunchOut catalogs must be approved and performed in consultation with the Operational Services Division.>

# Other Terms

## Continued qualification based on performance

## 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.

## Restrictions on Contract use <describe or list excluded commodities and services inside or outside the scope of the Bid, if needed>

## Security and confidentiality [use only if applicable]

<Describe any requirements to maintain the Confidentiality of eligible entity data and notification of data release, e.g.>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) [delete if NA]

The “Purchaser” contact listed in the Master Blanket Purchase Order on COMMBUYS for this Contract is the Commonwealth Contract Manager.

All Contract questions must be directed to the Commonwealth Contract Manager.

Timely response to requests `

Meetings

Commonwealth Contract Manager

Other Contractors

Contractor providing electronic documents for up-to-date transparent pricing of:

Catalogs

Contract Cost Tables

Web sites specifically designed for this Contract

Change notification

Changes to the Contractor’s contact information, company name, legal address, payment address, tax identification number, authorized signatories, SDO-certification status, or EFT information must be reported promptly via email to the Commonwealth Contract Manager. In some cases, additional paperwork will be required to effect the change.

Contractor account team

Single Point of Contact (Contractor Contract Manager)

Replacement of Contractor staff

Adding commodities and/or services to the Contract

Automatically follows the manufacturer’s national/global price list with the same percent discount.

Cost requirements <including requirements for contractors to provide additional discounts>

Documentation required

Time constraints

Environmentally Preferable Products and Services

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

Report requirements and due dates

Supplier Diversity Program (SDP) Spending Report

Identification and approval of subcontractors and joint ventures (see Subcontracting Policies in this RFR and the Commonwealth Terms and Conditions)

Advertising pre-approval

Press releases

Right to inspect place of business

Audit requirements <for cost plus contracts or other>

## Orders

<Effective July 1, 2014, all orders will be required to be placed through COMMBUYS.>

Online/web capability

Prior to the Contract Start Date, the Contractor will establish and enable a COMMBUYS-compatible online catalog, which may be hosted in COMMBUYS or by the Contractor. The catalog must utilize the Commonwealth’s commodity codes based on the United Nations Uniform Product and Service Code (UNSPSC) and must provide specified Eligible Entities with the capability to order only those products and/or services authorized by the vendor’s contract with the Commonwealth from the Contractor using COMMBUYS. The Contractor is required to maintain the catalog for the duration of the contract and must receive prior approval from the SSSL before posting updates or changes to the catalog, which must be consistent with the terms of the contract.

##### Order procedures

Purchase order form for commodities and/or services

Order cancellations

Shipping, Delivery and Acceptance

Partial Shipments

Shipping methods

Delivery timeframes and prior approvals

Acceptance, acceptance testing and inspection

Invoice and payment specifications <include funding restrictions>

Payments <including timeframe, e.g., monthly, weekly, per order>

Incorrect invoice

Payment address

Product returns

Time constraints

Amount of credit including shipping

Payment by credit or check

Return shipping costs or pickup by Contractor

On-site requirements

Security requirements

Use of Contractor-owned materials during performance

Entity-owned materials during performance

Risk of loss - insurance and performance or surety bonds

Proof of Worker’s Compensation and unemployment insurance

## Alternatives

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

## Failure to perform contractual obligations <as outlined in the Standard Contract Form, Terms and Conditions, and RFR may result in the following; consultation with agency legal counsel is strongly recommended >

Termination

Suspension

Adding additional contractors

Cover/Replacement Costs

Liquidated Damages

# Audit

During the term of this Agreement and for a period of six years thereafter, INSERT AGENCY NAME, 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 AGENCY NAME, 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

<SSST must decide what to include in this section and remain mindful that this section must be consistent with what the team has defined as being (or not being) “mandatory” elsewhere in the Bid:>

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.

<SSST must decide whether or not to include a specific definition for mandatory specifications, such as the example below, and also make sure that it is consistent with the remainder of the defined mandatory specifications elsewhere in the Bid.> Bid sections that include terms such as: “must,” “shall,” “will,” and “required” are **mandatory**. Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

## Desirable specifications

<SSST must decide on what to include in this section and remain mindful that this section must be consistent with what the team has defined as being (or not being) “desirable” elsewhere in the Bid:>

Desirable specifications will <decide whether “may” or “will”> be scored according to the Evaluation Criteria.

<SSST must decide whether or not to include a specific definition for “desirable,” such as the example below, and also make sure that it is consistent with the remainder of the defined desirable specifications elsewhere in the Bid> RFR specifications prefaced with language such as: “desirable,” “could,” ”may,” ”should,” “preferably,” “prefers,” “suggested,” and ”requested” identify a desirable or discretionary item or factor that is considered by the Purchaser to be “desirable.” The Purchaser has listed all desirable specifications which will receive points in the evaluation criteria.

## Alternatives

A Quote 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 Quotes 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 Quote should 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.

## Evaluation Components

The following components will be some of the criteria considered by the SSST when evaluating each Quote: <check which of the following components to be evaluated, delete those components not being evaluated, and add components that will be evaluated, as necessary>

### Price

Please note that price will carry a significant weight in the evaluation process. < delete those components below that will not be evaluated and add components that you wish to inform Bidders that will be evaluated>

The following price components will be evaluated:

* Volume purchase discounts
* Tiered discounts
* Cost plus mark-up percentage
* Cost plus mark-up amount
* Dock Delivery Discounts
* Prompt Pay Discounts (PPD)
* Time limited specials

### Supplier Diversity Plan

Bidders responding to this RFR are required to submit a Supplier Diversity Plan. Requirements for the Supplier Diversity Plan are included in Section 3. At least 25% of the total available evaluation points for this bid solicitation shall be allocated to the evaluation of the SDP Plan submissions.

### Executive Order 509, Establishing Nutrition Standards for Food Purchased and Served by State Agencies.

<include if applicable> 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: [Executive Order #509 Guidance.](https://www.mass.gov/files/documents/2016/09/ts/eo509-fact-sheet.pdf?_ga=2.39359851.997242949.1600712714-1411666728.1592924118" \o "http://www.mass.gov/?pageID=eohhs2terminal&L=5&L0=Home&L1=Government&L2=Laws%2c+Regulations+and+Policies&L3=Department+of+Public+Health+Regulations+%26+Policies&L4=Regulations+and+Other+Publications+-+M+to+P&sid=Eeohhs2&b=terminalcontent&f=dph_com_health_nutri)

### Company certifications and affiliations

### Company experience

### Financial stability including DUNS Reports, bankruptcy, litigation, and contract defaults

### References and reference information and/or requirements

### Employee requirements

### Capacity plan, resources, and infrastructure for this Contract

### Customer forecasting

### Environmental specifications

### Online/web capability

### Samples for evaluation

### Other desirable or optional specifications

# 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 Quotes 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

<Edit this section as needed based on the resources you plan to provide to bidders, e.g. whether you will be holding a Bidders’ Conference.>

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

* **Appendix <include appendix number, 5 or 6>, 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)
* 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](mailto: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 must comply with the requirements below.

### RFR Submission Checklist

<SSST may create a checklist of attachments that may be required for submission as part of the Quote. Use this language to specify / list such attachments.> Strategic Sourcing Services Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. Therefore, Bidders must complete and submit the RFR Submission Checklist and all documents referenced in the Checklist.

### 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

### Document Pages

<SSST should decide whether to set page limits and, if so, include language, such as: Bidders should submit no more than \_\_\_\_\_ double-sided pages (excluding the required forms and attachments) of narrative in response to the questions asked and information requested. If Bidders exceed the page limits, the SSST may make provisions to penalize the Bidder in the Evaluation Criteria, read and evaluate only those pages up to the page limit referenced above or take other steps as determined by the SSST.>

### File Naming Conventions

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

|  |  |  |
| --- | --- | --- |
| RFR Section or  Quote Component | Description  Enter in COMMBUYS during upload | File Name  Assign when creating files |
| Section 1 Organizational Chart | Company Name Org Chart | CompanyName\_Org.doc |
| Section 2 Marketing Materials | Company Name Marketing Brochure  Company Name Marketing Print Ad  Company Name Marketing Postcard | CompanyName\_MktBroch.doc  CompanyName\_MktPrint.doc  CompanyName\_MktPost.doc |
| Section 3 Pricing | Company Name Pricing | CompanyName\_Price.xls |
| Section 3.8 SDP Plan | Company Name SDP Form 1 | CompanyName\_SDPform1.doc |
| Section 4 Implementation Plan | Company Name Implementation Plan | CompanyName\_Imp.doc |
| Section 5 Product Catalogs | Company Name Footwear Catalog  Company Name Clothing Catalog Part 1  Company Name Clothing Catalog Part 2 | CompanyName\_FootCat.pdf  CompanyName\_ClothCat1.pdf  CompanyName\_ClothCat2.pdf |

### File Size Limits

<The SSST may set file size limits for the bid if necessary based on local computer systems, file sharing limitations outside of COMMBUYS, and other factors.>

COMMBUYS will not accept files that approach or exceed 10 MB.  If a large file fails to upload, the Bidder must save the contents as multiple files. Note the naming conventions used above and add \_Part 1, \_Part 2, etc. at the end of the file name. <OR, if file descriptions and names are specified on the Bidder Response Form Only:>If a large file fails to upload, bidders must break up the file and append \_Part1, \_Part2 to the end of the Description and File Name.

### File Format Restrictions

<SSST should decide whether to set software package limits and, if so, include language, such as: Bidders must submit file formats readable by MS Word or Adobe Acrobat Reader, and/or MS Excel or other format defined by the SSST.>

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.

### Documents and items that cannot be submitted electronically

Documents and items that may not be submitted electronically, such as confidential business references submitted by the Bidder or requests for material samples, respectively, must be submitted to the following address in accordance with all Quote submission requirements, including Bid Opening Date/Time, Bid Package, and Environmental Response Submission Compliance provisions.

<Provide submission instructions for documents that may not be submitted electronically.>

## Withdrawing a Quote

### Prior to Bid Opening Date/Time

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

### After Bid Opening Date/Time

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

## Additional Quote Terms

### Prohibition regarding contract terms

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

### Bidder Response Form

All specifications of this RFR that are not mandatory such as those specifically identified as “optional,” “desirable,” or in other terms indicating that the specification is not mandatory must have a response within the Bidder Response Form (or equivalent) provided on COMMBUYS for this Bid to be evaluated.  Most items within the Bidder Response Form will be scored to determine the apparent successful bidders.  The SSST does not want and will not read, consider, or evaluate a line by line response to this RFR.

# Appendix 1 – Required Terms for all RFRs

## General Procurement Information

### Access to security-sensitive information

<Only include this section in this RFR if the RFR will contain Security Sensitive Information (such as location of security cameras or building plans, etc.>Bidders agree to adhere to this section in the event that an eligible entity provides a Contractor with security-sensitive information which, pursuant to MGL c. 4, § 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth’s public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure.  This security-sensitive information may be in the form of blueprints, plans, policies, procedures, schematic drawings, etc., which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to [MGL c. 66A](http://www.mass.gov/legis/laws/mgl/gl-66a-toc.htm)) or buildings, structures, facilities, utilities, transportation, information technology, or other infrastructure located within the Commonwealth. Qualified prospective Bidders interested in accessing this information for the purpose of preparing a Bid must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

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

### 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 listedin 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](mailto:osdhelpdesk@mass.gov) (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 or invoices submitted to Massachusetts government entities must not include sales tax.

### Contractor’s Contact Information

It is the Contractor’s responsibility to keep the Contractor’s Contract Manager information current. If this information changes, the Contractor must notify the Contract Manager by email immediately, using the address located 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 [USE ONLY IF CONTRACT AVAILABLE TO OTHER SPECIFIED ELIGIBLE ENTITIES]

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 2 - RFR - Required Specifications

<Insert RFR Required Specifications, located on the [OSD Forms page](https://www.mass.gov/lists/osd-forms#bid-development-and-evaluation-forms-).>

# 

# Appendix 3 - Other Specifications

The OSD Forms/RFR Attachments page contains a variety of optional RFR specifications that may be used at the department’s discretion. If a specification is selected by the department, it is **required** of the bidder.

# Appendix <if it, enter 4> – Required Terms for all INFORMATION TECHNOLOGY RFRs [this appendix to be deleted for non-it procurements]

For IT procurements, use of required terms is mandatory. Required IT RFR terms are available for download on the [OSD Forms page](https://www.mass.gov/lists/osd-forms#bid-development-and-evaluation-forms-).

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# APPENDIX 5 <if NOT it change to 4>- Instructions for Execution and Submission of Commonwealth Standard Forms

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms

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

<NOTE: SDP is REQUIRED for procurements with annual values greater than $250,000.>

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 6 <if NOT it, change to 5> – 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](mailto: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.