**Commonwealth of Massachusetts**

**Municipal Agency RFQ**
**[PURCHASING ENTITY]**

**Request for Quotation
RFQ [XX – XXX]**

**COMMBUYS Bid Number: xxxxxxx**

1. **municipalities are eligible entities that may use Statewide Contracts, and (2) Per the Inspector General of the Commonwealth of Massachusetts use of a Statewide Contract satisfies the requirements they would otherwise have to use a competitive procurement process under Chapter 30B (3) Purchasing Entity General Counsel should review and approve for agency specific requirements**

***[Month Day, 20xx]***

IN ACCORDANCE WITH M.G.L. C. 66 AND M.G.L. C. 4, § 7 (26),THIS RFQ AND ALL RESPONSES HERETO INCLUDING THE WINNING BID SHALL BECOME PUBLIC RECORD, AND CAN BE OBTAINED FROM THE [PURCHASING ENTITY] BY SUBMITTING A REQUEST AT[LINK OR EMAIL]. ANY PORTIONS OF A RESPONSE THAT ARE LABELED AS CONFIDENTIAL WILL STILL BE CONSIDERED PUBLIC RECORD.

**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 RFQ publication.
* Optional items that may apply to some Bids – shown in gray, may be deleted. Highlighting should be removed before RFQ publication if those items remain in the document.
* Instructions – shown in yellow should be deleted before RFQ 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 RFQ and require an accessible version of this document for editing, please email your request to OSDLegal@mass.gov

**General Procurement Information**

**A. General Information**

Purchasing Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) or (“Purchasing Entity”)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement Contact: [NAME, TITLE]

Telephone: [Phone # - xxx-xxx-xxxx]

E-Mail Address: [Email]

RFQ File Number and Title:  **RFQ [FY#]-[XX]**

Attachments:

Attachment A – COMMBUYS Instructions (if applicable)

Forms:

Form 1 – RFQ Response Form

 Form 2 – Cloud Terms Table

 Form 3 – Statement of Work Template

This Request for Quotes (“RFQ”) does not commit the Commonwealth of Massachusetts (“Commonwealth”) or Purchasing Entity to pay any costs incurred in the preparation of a Bidder’s response to this RFQ or to purchase any products or services. The Purchasing Entity may: (i) accept or reject any and all bids received as a result of this RFQ; (ii) contract for some, all, or none of the products and services offered by Bidders in response to this RFQ; (iii) negotiate with one or more qualified Bidders; or (iv) cancel, in part or in its entirety, this RFQ if it is in the best interest of the Commonwealth/Purchasing Entity to do so.

The Purchasing Entity may amend this RFQ at any time prior to the date the responses are due. Any such amendment will be posted to the Commonwealth’s procurement website, COMMBUYS (www.commbuys.com).

Bidders must submit their bids through the Commonwealth’s online procurement system, COMMBUYS, as detailed in Attachment A. Bidders are advised to check this site regularly, as this will be the sole method used for notification of changes.

**B. Eligible Bidders**

This RFQ is restricted to Bidders on the following Statewide Contracts:

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

**C. Event Calendar**

All times in this RFQ are in prevailing Eastern Time. Responses must be received no later than the response due date and time indicated below or they will not be evaluated. Bidders must have their responses fully loaded and accepted in COMMBUYS[[1]](#footnote-1) prior to the RFQ Response Due date and time listed below. Bidders are urged to allow sufficient time to upload their entire response.

| **Procurement Step** | **Due Date** | **Time** |
| --- | --- | --- |
| **RFQ Posted** |  |  |
| **Bidder Questions Due** |  |  |
| **Commonwealth Responses posted to COMMBUYS (estimated date)** |  |  |
| **RFQ Response Due** |  |  |
| **Bidder Demonstrations Scheduled (estimated date)** |  |  |
| **Bidder Demonstrations (estimated date)** |  |  |
| **Notice of Apparent Successful Bidder(s) posted (estimated date)** |  |  |

**D. Description and Purpose of Procurement**

**A. Background**

[Include background / reasons for purchase /etc.]

**B. Description of Solution and Services**

The Purchasing Entity is issuing this RFQ to purchase the following:

[ ]  software: on-premises

[ ]  software: cloud-based (software as a service)

[ ]  infrastructure as a service / platform as a service

[ ]  services: setup / implementation / configuration

[ ]  services: support and maintenance

[ ]  services: training

[ ]  other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Include high-level description of requested software and services, estimated number of users of the software and/or services, estimated frequency of use, etc.]

**Estimated Term**

The estimated term of any contract entered into under this RFQ shall consist of an initial X-month term and may be renewed or extended upon written agreement by the awarded Bidder and the Purchasing Entity, but no such continuations may extend past [mm/dd/yy]. The initial term and all renewals or extensions shall be referred to collectively as the “Term.” The maximum Term length will be governed by the applicable Statewide Contract.

For vendors bidding on Statewide Contract ITS X, the Term shall be for X months with a maximum end date of \_\_\_\_\_\_

For vendors bidding on Statewide Contract ITS XY, the Term shall be for X months with a maximum end date of \_\_\_\_\_\_\_\_

please note the Term length may be different depending on which contract vendors are bidding on and the maximum allowable term left on the Statewide Contract (SWC). Please review the gray box at the top of the Contract User Guide for the contract dates. Be aware that OSD may not exercise all possible renewals, either for the SWC as a whole or for specific vendors. Also go to “Performance and Payment Time Frames Which Exceed Contract duration.” Projects that are started during a contract term may continue past the end date of that term for the number of months/years listed in that section (the “Extend Beyond” period.

The end date of the current SWC term, plus the “Extend Beyond” period, is the longest you can count on being able to use the selected vendor’s services under the SWC. If there is a likelihood that you will not be able to continue with your selected vendor for the amount of time needed to complete your project, consider dividing the project into phases that will allow for transition to a new vendor as well as terms governing a transition, and build transition time (including time for selecting a new vendor via RFQ) into your project timeline, as well as cost.]

If you are looking to solicit a contract period longer than the expiration of the of the Statewide you are purchasing under please include the following language “In the event that the awarded vendor is also awarded on the successor contract then the SOW will be amended to transfer the Purchasing Entity’s contract to the successor Statewide Contract, with any other adjustments as mutually agreed to address any changes in the Successor Statewide Contract’s terms.”

**Order of Precedence**

The agreement resulting from this RFQ shall consist of the following documents in the following order of precedence:

(1) the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Information Technology Contracts, as applicable;

(2) the Commonwealth Standard Contract Form;

(3) the applicable Statewide Contract RFR;

(4) the Bidder’s response thereto;

(5) this RFQ [RFQ NUMBER and RFQ NAME](including all amendments, and clarifications hereto);

(6) any agreement negotiated between and executed by the parties; and

(7) the Bidder’s response to this RFQ (including all amendments, clarifications, and best and final offers)

**Data Classification**

The Commonwealth of Massachusetts collects, manages, and stores information to support its business operations. The Commonwealth is committed to preserving the confidentiality, integrity, and availability of its information assets. Such information assets may include, without limitation, personal information, confidential information, and information protected under applicable law. Bidder agrees and acknowledges that its access, or potential access, to certain information assets may require certifications, background checks, or other additional requirements. Purchasing Entity anticipates that the awarded Bidder will have access, or potential access, to the following checked data types as a result of providing services/products to Purchasing Entity under this RFQ.

|  |  |  |
| --- | --- | --- |
| **Data Type (check all that apply)** | **Applicable Laws and Regulations**  | **Additional Requirements**  |
| Y/N | Personally Identifiable Information | M.G.L. c. 93HM. G. L. c. 66A |  |
| Y/N | Payment Card Information | PCI Standards |  |
| Y/N | Family Educational Rights and Privacy Act data | Family Educational Rights and Privacy Act |  |
| Y/N | Protected Health Information | Health Insurance Portability and Accountability Act of 1996 | -Commonwealth of Massachusetts Executive Office of Health and Human Services Data Management and Confidentiality Agreement  |
| Y/N | Federal Tax Return Information | Publication 1075 | -Publication 1075 Exhibit 7-Commonwealth of Massachusetts Dept. of Revenue background check |
| Y/N | Criminal Offender Record Information | FBI Security AddendumNCIC 2000 Operating ManualCJIS Security PolicyTitle 28, CFR Part 20 | -Dept. of Criminal Justice Information certification-background check |
| Y/N | Criminal Justice Information | FBI Security AddendumNCIC 2000 Operating ManualCJIS Security PolicyTitle 28, CFR Part 20 | -Dept. of Criminal Justice Information certification-background check |
| Y/N | Social Security Administration Data | Privacy Act5 U.S.C. 552a s. 1106 |  |
| Y/N | Other |  |  |

Bidder certifies that its products or services, as offered in its RFQ response, meet all applicable legal and regulatory requirements pertaining to the identified data types indicated above. Bidder also agrees to enter into additional agreement(s), as reasonably requested by the Commonwealth prior to gaining access, or potential access, to Commonwealth information assets. Bidder acknowledges that the list above is not exhaustive, and Purchasing Entity may designate additional data types, applicable laws and regulations, and additional required documentation in the contract resulting from this RFQ or any amendment thereto.

**Additional Requirements**

**A. Enterprise Information Security Standards and Policies**

All products and services provided to the Commonwealth must comply with all applicable policies adopted by the Purchasing Entity, which shall be made available to Bidder prior to contract execution. At a minimum, all goods and services provided to the Commonwealth must comply with the Enterprise Information Security Standards and Policies (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>)[[2]](#footnote-2). Bidders shall provide information that demonstrates that their security practices meet the requirements detailed in these policies.

**B. Accessibility for IT Solutions Contract Language**

The Commonwealth is obligated to ensure non-discrimination and equal access to state services on the part of persons with a disability and reasonable accommodations to state employees with a disability. To effectively meet its responsibilities, the Commonwealth must achieve accessibility in the acquisition, deployment, and utilization of information technology. The Commonwealth defines accessibility to include compliance with its Enterprise Accessibility Standards and Web Accessibility Standards. Bidders must comply with the accessibility obligations detailed at <https://www.mass.gov/service-details/accessibility-for-it-solutions-contract-language>.

Bidders must include, at no additional cost and as part of their bid, licenses authorizing the Commonwealth personnel (including without limitation Agency personnel or its contractors) to test the software in accordance with the Enterprise Accessibility Standards, and to test for interoperability with the specific AT and IT environments set forth in the AT/IT Environment List. The software must be available to the Commonwealth for evaluation prior to the Purchasing Entity purchasing the software and on an ongoing basis after the Purchasing Entity has purchased the software.

**C. Contract Negotiation and Amendments**

The Purchasing Entity may negotiate changes to the original performance measures, quantities, Term length, and requirements identified in this RFQ at any time, provided that such changes are consistent with the scope of this RFQ. The Purchasing Entity may negotiate and execute contract amendments with the awarded Bidder(s) which the Purchasing Entity reasonably determines are within the scope of this RFQ and necessary to result in best value to the Commonwealth.

**D. Promotional Materials**

Bidder must not reference the Purchasing Entity or the Commonwealth in any promotional or marketing materials, including but not limited to use of the Purchasing Entity’s or the Commonwealth’s name or logo, without first obtaining the Purchasing Entity’s prior written approval for such use. Bidder must not use the Commonwealth’s seal in any promotional or marketing materials.

Bidders are discouraged from including extraneous promotional or marketing materials in their responses to this RFQ and excessive promotional or marketing materials may detract from the Bidders’ overall score.

**E. Pending Litigation**

Bidder must affirm that there is no pending litigation involving the Bidder, Provider, or the Solution provided in the response, that may impair or interfere with the Purchasing Entity’s right to use the Solution. Bidder must warrant that there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

**F. Oral Presentations and Demonstrations**

In its discretion, the Purchasing Entity may invite one or more Bidders whose responses have been judged competitive and responsive in the course of the evaluation to participate in a facilitated oral presentation, including a demonstration of the proposed Solution. The Purchasing Entity may use these demonstrations and oral presentations to clarify aspects of the Bidder’s response or to inquire as to the Bidder’s approach, recommendations, and experience. The Purchasing Entity may adjust its scoring of a prospective Bidder based on the Bidder’s performance during production demonstration and/or oral presentation.

The Purchasing Entity reserves the right to apply restrictions to the structure and content of Bidder’s product demonstrations and oral presentations. Demonstrations and oral presentations shall not be open to the public nor to any competitors. The schedule of the demonstrations and oral presentations will be arranged directly with the Bidders selected by the Purchasing Entity. Failure of a Bidder to agree to a date and time may result in rejection of the Bidder’s response.

Bidders must use publicly released products and operating systems in their demonstration. No pre-production products (e.g., “beta”) should be demonstrated. All Bidder-owned products used in the course of the demonstration must be listed and priced in the Cost Response (Form 3).

**G. Review Rights**

Responses to this RFQ may be reviewed and evaluated by any person(s) at the discretion of the Purchasing Entity including non-allied and independent consultants retained by the Purchasing Entity for the sole purpose of evaluating and analyzing responses.

**H. Permitted Copies**

At no additional cost, Bidders must authorize the Purchasing Entity to make, keep and retain a reasonable number of machine-readable copies of all core software components included in the Bidder’s Solution for testing, backup or archival purposes (the “Permitted Copies”).

At no additional cost, Bidders must include the Purchasing Entity licenses to implement a second instance of all core software components included in the Bidder’s Solution for disaster recovery purposes. In the event of a disaster recovery scenario, Bidder must authorize the Purchasing Entity to run such second instance without requiring any additional licenses or fees. Bidder must authorize the Purchasing Entity to make the Permitted Copies available to personnel at its disaster recovery site(s) who require use of such Solution to assist the Purchasing Entity with disaster recovery exercises.

**I. Risk Management**

Bidder must indicate the types of system audits or assessments (e.g. SOC 2) it conducts or engages third parties to conduct on its behalf, pertaining to the quoted products or services, and the frequency of such audits or assessments. Any time after submitting its Bid, upon Purchasing Entity's request, Bidder shall provide audit or assessment reports to the Purchasing Entity.

**J.** **Warranties**

Bidder shall provide all warranties listed below. Additional warranties may be agreed to in the contract resulting from this RFQ.

1. Bidder must provide all warranties required by the applicable Statewide Contract.

1. Bidder warrants that all software, software as a service, infrastructure as a service, platform as a service, and related services (collectively, the “Solution”) shall be provided in accordance with applicable State and Federal laws and in accordance with industry standards.
2. Bidder warrants that all personnel performing services shall act with due diligence and care and are qualified to perform such services in accordance with industry standards. Bidder warrants that it shall be responsible for the actions and omissions of all subcontractors and shall ensure all subcontractors’ compliance with the terms of an agreement resulting from this RFQ.
3. Bidder warrants that for a minimum period as provided in the applicable Statewide Contract (the “Warranty Period”) after the Purchasing Entity accepts any Solution, or for the entire duration of the subscription term to such Solution, the Solution delivered by Bidder under this RFQ will substantially conform to the applicable Specifications. As used in this RFQ, “Specifications” means (i) the requirements for the Solution set forth in this RFQ, (ii) the Solution’s functional, performance, and interoperability requirements set forth in any agreement entered hereunder; (iii) the Solution functionality and description provided in Bidder’s response to this RFQ, and (iv) to the extent not inconsistent with the foregoing, the Bidder’s published specifications and documentation for the Solution. If Purchasing Entity discovers a non-conformity in the Solution during the Warranty Period, then Bidder shall use commercially reasonable efforts to, at its option, (1) correct the non-conformity, (2) provide a work around or patch that is acceptable to the Purchasing Entity (a “Fix”), or (3) replace the Solution. If Bidder is unable to remedy a non-conformity within a reasonable period of time, Purchasing Entity may terminate any agreement related to the Solution effective immediately upon written notice to Bidder. In this event, Bidder shall promptly pay to Purchasing Entity an amount equivalent to all amounts paid by Purchasing Entity for (i) Solution license fees; (ii) maintenance, support and service fees; and (iii) all amounts already paid and not yet rendered for the Solution and/or services not yet delivered to and accepted by Purchasing Entity. Any replacement or error correction will not extend the original Warranty Period. During the Warranty Period, Bidder will not charge Purchasing Entity for services, parts, labor or transportation.
4. Bidder warrants that all applicable agreements and terms will be provided in Bidder’s response. Bidder further warrants that the sale of the Solution and services, and the Purchasing Entity’s use of the Solution, will not be subject to any shrink-wrap, click-through, online terms, or similar agreements. Any terms or agreements that are not executed by an authorized signatory of the Purchasing Entity will be void.
5. Bidder warrants that the Solution does not infringe on any existing intellectual property rights of any third party and that the Bidder has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation into the Solution.
6. Bidder warrants that it has made commercially reasonable efforts to ensure that the licensed copy of the Solution provided to Purchasing Entity does not contain any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm software, equipment, or data (“Unauthorized Code”).
7. Bidder warrants that it shall provide all necessary authorization codes necessary for successful installation of the Solution. Bidder also must also provide reauthorization codes to Purchasing Entity should such codes be necessary for the Solution to remain functional during the Term.

**K. Environmental and Climate Preferable Products**

Please visit the Environmentally Preferable Products Procurement Program’s [IT Webpage](https://www.mass.gov/guides/epp-program-environmentally-preferable-products-and-services-on-statewide-contracts#-information-technology-(it)-) to learn how Buyers may incorporate additional requirements, whether its purchasing third party registered IT equipment (Electronic Product Environmental Assessment Tool (EPEAT) or TCO) , requirements on cloud service centers, in addition to identifying and choosing vendors that foster a sustainable approach to conducting their operations. If the services will involve recommendations involving hardware, the vendor agrees that all recommended products are in compliance with the requirements of the appropriate OSD hardware contracts, https://www.mass.gov/info-details/information-technology-hardware, .

In 2009, [Executive Order 515](https://www.mass.gov/executive-orders/no-515-establishing-an-environmental-purchasing-policy), establishing an Environmental Purchasing Policy for Executive Departments, was signed. View the Environmentally Preferable Products (EPPs) Procurement Program General Information, Requirements and Guidance for detailed information about the program at <https://www.mass.gov/doc/epp-general-information-requirements-and-guidance/download>.

Bidders should also be aware that in 2021, Senate Bill 9 - An Act Creating a Next Generation Roadmap for Massachusetts Climate Policy was signed to achieve Net Zero emissions in 2050 and furthers the Commonwealth’s efforts to combat climate change and protect vulnerable communities. The full Act may be viewed at <https://malegislature.gov/Bills/192/S9>. In 2021, Executive Order 594, Leading By Example: Decarbonizing and Minimizing Environmental Impacts of State Government, was signed. EO594 requires all eligible state agencies to assess and implement strategies to mitigate greenhouse gas emissions and other environmental impacts when planning for and executing projects related to the design, construction, operations, and maintenance of state facilities, and the procurement of goods and services. View EO594: Leading By Example requirements at <https://www.mass.gov/executive-orders/no-594-leading-by-example-decarbonizing-and-minimizing-environmental-impacts-of-state-government>.

**L. Bidder Responses**

Bidders must complete the attached RFQ Response Form (Form 1), a Cloud Terms Table (Form 2) if providing cloud-based products or services, a Template Statement of Work (Form 3) if providing professional services, and a Risk Management Form (Form 4)

The responses to this RFQ will be evaluated based on the criteria listed below, in descending order of importance with the most important criteria listed first. The procurement management team may remove from further consideration non-responsive bids and bids that do not include all required items listed in Section VIII (Bidder Responses). Prior to such an exclusion, the Purchasing Entity may request one or more clarification(s) from Bidder. A Bidder’s response may be excluded for failure to meet the Purchasing Entity’s budgetary thresholds.

Any remaining responses will be evaluated based upon:

1. Fit to Requirements of the RFQ
2. Quality of product functionality
3. Time for delivery
4. Price as provided in the Cost Table

**ATTACHMENT A – COMMBUYS Instructions**

Optional/Recommended for Municipalities

Useful links:

* Job aid on how to submit a quote: <https://www.mass.gov/doc/how-to-create-a-quote-in-commbuys/download>
* Webcast:  https://<https://www.screencast.com/t/GMJLKkilF12>, which will familiarize bidders with COMMBUYS terminology, basic navigation, and provide guidance for locating bid opportunities in COMMBUYS and submitting an online quote.
* Bidders **MUST** have their complete bid fully loaded and submitted prior to the time and date listed in the calendar. COMMBUYS will not allow for bids to be submitted after the posted time.

Bidder may contact the COMMBUYS Help Desk at COMMBUYS@state.ma.us or call during normal business hours (8AM – 5PM, Monday – Friday) at 1-888-627-8283 or 617-720-3197.

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

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the Strategic Sourcing Team (SST) regarding this Bid.  All Bidders’ questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions).  Questions may be asked only prior to the Deadline for Submission of Questions stated in the 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 any questions submitted to the SST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered.  To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder’s question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public.  Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder’s company or other companies.  The PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this 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 Bidder 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 Bidder’s designated email address is not current, or if technical problems, including those with the prospective Bidder’s/awarded Bidder’s computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded Bidder and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

**Locating Bid Q&A**

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

**FORM 1 – RFQ RESPONSE FORM**

Bidders should avoid including additional components in their responses which are not expressly requested in the RFQ. If multiple options are available and responsive to the RFQ, Bidders must clearly identify the differences in cost and functionality of each option.

**I. Statement of Interest and Contact Information**

Company or Organization Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Bidder”)

Bidder Address:

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

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

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

Bidder Contact(s):

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By submitting this RFQ Response, the Bidder hereby agrees and acknowledges that any agreement resulting from the RFQ will be subject to the documents incorporated therein, as provided in Section IV (Order of Precedence) of the RFQ. Subject to Section II(F) in this RFQ Response Form, the Bidder agrees to all terms of the RFQ including all documents incorporated into the agreement.

**II. References**

\_\_\_ If marked, Bidder must describe three references to the Purchasing Entity illustrating examples in which Bidder has provided similar hardware, software, maintenance, and services to organizations of comparable size to the Purchasing Entity within the last five to ten years, if applicable. Bidder must provide the name and contact information for an individual employed by the customer. Bidders are encouraged to provide references of government organizations within the Commonwealth. Bidder agrees that the Purchasing Entity or its agents may contact any individual(s) named as references hereunder. References must be submitted in the format specified on the OSD business reference form, which is available at <https://www.mass.gov/files/documents/2016/08/wd/business-reference-form_0.doc?_ga=2.37941354.891907013.1563542725-372871650.1562964984>.

**III. Data Classification**

1. Bidder must describe its information security practices and policies with respect to the Data Types identified in Section V (Data Classification) of the RFQ. Additional documentation may be attached to this Response form.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IV. Business and Technical Response**

1. Description of the specific products/service offered: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Description of warranty, maintenance, and support applicable to the products and services listed. Note that warranty, maintenance, and support must be consistent with requirements set forth in the applicable Statewide Contract. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Provide an estimate timeframe for delivery of products, and commencement and completion of services once a Purchase Order is issued. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. If Bidder is providing services, provide a list of assumptions on which it is basing its bid. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Attach an unlocked, editable copy of any relevant license agreement, subscription agreement, warranty or maintenance agreement, technical support description and any other forms or agreements related to the procurement of the Bidder’s proposed solution, in MS Word format.

**III. Requirements**

Purchasing Entity may request a product or service by manufacturer name (see section IV) and omit this section. If Purchasing Entity does not request a product or service by manufacturer name, Purchasing Entity will complete the following tables regarding requested functionality. Bidders may only propose product versions that are fully released for the open market by the RFQ response deadline.

Software, Software as a Service, Infrastructure as a Service, Platform as a Service

|  |  |
| --- | --- |
| **To be completed by Purchasing Entity** | **To be completed by Bidder** |
| **Priority Level (Mandatory or Preferred)** | **Description or Functionality** | **Bidder’s Response** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

* All bids including a cloud-based Solution must include a completed Cloud Terms Table (Form 2).

Services: Setup, Implementation, Configuration

|  |  |
| --- | --- |
| **To be completed by Purchasing Entity** | **To be completed by Bidder** |
| **Priority Level (Mandatory or Preferred)** | **Description or Functionality** | **Bidder’s Response** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Services: Support and Maintenance

|  |  |
| --- | --- |
| **To be completed by Purchasing Entity** | **To be completed by Bidder** |
| **Priority Level (Mandatory or Preferred)** | **Description or Functionality** | **Bidder’s Response** |
|  |  |  |
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|  |  |  |
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* No support or maintenance fee increases will be permitted during the initial term. Bidder must hold support and maintenance rates fixed (no price increases) for a period of three years following the initial term. Thereafter, the costs of support and maintenance for each successive year will not increase more than [3%] of the costs of support and maintenance for the previous year.

Services: Training

|  |  |
| --- | --- |
| **To be completed by Purchasing Entity** | **To be completed by Bidder** |
| **Priority Level (Mandatory or Optional)** | **Description or Functionality** | **Bidder’s Response** |
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**IV. Cost Response**

The Cost Response listed below must be completed by Bidder and inclusive of any reseller markup. If the response is submitted through a reseller, the reseller must state its markup on each product and service.

Software, Software as a Service, Infrastructure as a Service, Platform as a Service

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product Name** | **SKU Number** | **Price for Initial Term or Price Per User** | **Price for each renewal term** | **Additional Pricing Information or Volume Discounts** |
|  |  |  |  |  |
|  |  |  |  |  |
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Services: Setup, Implementation, Configuration

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Name** | **SKU Number** | **Fixed Price** | **Hourly Rate** | **Additional Pricing Information or Volume Discounts** |
|  |  |  |  |  |
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Services: Support and Maintenance

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Name** | **SKU Number** | **Fixed Price** | **Hourly Rate** | **Additional Pricing Information or Volume Discounts** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Services: Training

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Name** | **SKU Number** | **Fixed Price** | **Hourly Rate** | **Additional Pricing Information or Volume Discounts** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Reseller Markup

|  |  |
| --- | --- |
| Bidder must identify the maximum mark-up under the applicable Statewide Contract: |  |
| Bidder must identify the proposed mark-up for this bid proposal, if lower:  |  |

**FORM 2 –** [**CLOUD TERMS TABLE**](https://massgov.sharepoint.com/%3Aw%3A/r/sites/TSS-Contract-Mgmt/_layouts/15/Doc.aspx?sourcedoc=%7B48398132-1C5B-4548-BA7F-9493EC793A6C%7D&file=Cloud%20Terms%20(5.17.2023).docx&action=default&mobileredirect=true)

[EOTSS Cloud Terms](https://www.mass.gov/doc/eotss-cloud-terms/download)

**FORM 3 - STATEMENT OF WORK TEMPLATE**

<https://www.mass.gov/doc/sow-tm/download>

<https://www.mass.gov/doc/sow-fixed-price/download>

1. . [↑](#footnote-ref-1)
2. The Enterprise Information Security Standards and Policies apply to Commonwealth Executive Department Purchasing Entities and Purchasing Entities using the Commonwealth network. [↑](#footnote-ref-2)