Commonwealth of Massachusetts

Executive Office of Technology Services and Security

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

**COMMBUYS Bid Number: xxxxxxxxx**

**[*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 EXECUTIVE OFFICE OF TECHNOLOGY SERVICES AND SECURITY BY SENDING AN EMAIL TO [PUBLIC RECORD COORDINATOR EMAIL]. ANY PORTIONS OF A RESPONSE THAT ARE LABELED AS CONFIDENTIAL WILL STILL BE CONSIDERED PUBLIC RECORD.

# General Procurement Information

1. **General Information**

Purchasing Agency: Executive Office of Technology Services and Security (“EOTSS”) or (“Agency”)

Address: One Ashburton Place, Eighth Floor, Boston, MA 02108

Procurement Contact: [NAME, TITLE]

##### Telephone: 617-XXX-XXXX

E-Mail Address: [EMAIL]@mass.gov

RFQ File Number and Title:EOTSS RFQ [xx-XXX]

Attachments: Attachment A – Commbuys Instructions

 Attachment B – Template Statement of Work

This Request for Quotes (“RFQ”) does not commit the Commonwealth of Massachusetts (“Commonwealth”) or the Agency to pay any costs incurred in the preparation of a Bidder’s response to this RFQ or to purchase any products or services. The Agency 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 to do so.

The Agency 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 (Commbuys.com) regularly, as this will be the sole method used for notification of changes.

## B. Eligible Bidders

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

[ ]  ITC47 (IT Hardware and Related Services) Category/ies: \_\_\_\_\_\_\_\_\_\_\_

[ ]  ITT50 (Converged Voice and Data Communications Systems, Services and Equipment) Category/ies: \_\_\_\_\_\_\_\_\_\_\_

[ ]  OFF40 (Audio, Video, Multimedia Presentation Equipment and Services)

Category/ies: \_\_\_\_\_\_\_\_\_\_\_

[ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 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)** |  |  |
| **Commonwealth notice of Apparent Successful Bidder(s) posted (estimated date)** |  |  |

# Purchasing Entity

The Executive Office of Technology Services and Security is responsible for the provision of infrastructure services, development of IT policy, and implementation and oversight of all information technology investments for the Commonwealth and its respective agencies. In addition, EOTSS provides the processing and application programming services for many state departments using some of the most advanced hardware and software available.

# Description and Purpose of Procurement

**A. Background**

[Include background / reasons for purchase / etc.]

**B. Description of Good and Services**

The Agency is issuing this RFQ to purchase the following:

**TABLE 1 – Description of Goods and Services**

|  |  |
| --- | --- |
| **To be completed by Agency** | **To be completed by Bidder** |
|  | **Quantity**  | **Description**  | **Identify as Hardware / Software / Maintenance / Services**  | **SKU Number**  | **Unit Price**  | **Extended Price**  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **TOTALS** |  |  |  |  |  |  |

Maintenance: If maintenance is listed in the table above, Bidder must clearly indicate the level of maintenance offered and any maintenance options (e.g., silver, gold, platinum). Bidder must hold maintenance rates fixed with no price increases for three years and agree that the rate of maintenance for each successive year beyond three (3) years will not increase more than 3% of the rate for maintenance for the previous year.

Services: This RFQ is for hardware solicitations only. Except for maintenance or standard installation and configuration services, no professional services should be included in any response to this RFQ. If services of any kind become necessary, they shall be governed by EOTSS’ standard template statement of work, as attached hereto (Attachment B).

Hardware: All units sold shall have a remaining lifetime of no less than five years of life. Bidder agrees that it shall not discontinue support for any hardware sold under this RFQ for the five-year period. In its response, Bidder must include a detailed description of warranty terms and any plans they offer for post-warranty maintenance and support, including but not limited to the ability to purchase an extended warranty at the time of system purchase.

Software: This RFQ is for hardware solicitations only. Except for firmware, and other embedded software necessary to operate hardware products, no software should be included in any response to this RFQ. If a Bidder or original equipment manufacturer includes license agreements for any firmware or other embedded software as part of a hardware sale, then Bidders should include copies of such agreements in their responses. Notwithstanding the preceding language, any provisions of these licensing agreements that are the contrary to the terms of this RFQ and the applicable RFR shall be null and void.

# III. Estimated Term

The estimated term of any contract entered into under this RFQ shall consist of an initial 36 month term and may be renewed or extended upon written agreement by the awarded Bidder and the Agency. The initial term and all renewals or extensions shall be referred to collectively as the “Term.”

# IV. Warranties

The Bidder must agree to provide the following warranties. 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.
2. Bidder warrants that all hardware, software, maintenance, and services shall be provided in accordance with applicable State and Federal laws and in accordance with industry standards.
3. 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.
4. Bidder warrants that for a minimum of six (6) months (the “Warranty Period”) after the Agency accepts any hardware, software, maintenance, or services pursuant to Sections 1 and 2 of the Commonwealth’s Terms and Conditions, any hardware, software, maintenance, or services delivered by Bidder under this RFQ will substantially conform to the applicable Specifications. As used in this RFQ, “Specifications” means (i) the requirements set forth in this RFQ, (ii) the functional, performance, and interoperability requirements set forth in any agreement entered hereunder; (iii) the functionality and description provided in Bidder’s response to this RFQ, and (iv) to the extent not inconsistent with the foregoing, the provider’s published specifications and documentation. If EOTSS discovers a non-conformity during the Warranty Period, then the Bidder’s entire liability and EOTSS’ exclusive remedy shall be as follows: Bidder shall use commercially reasonable efforts, at its option, to (1) correct the non-conformity, (2) provide a work around (a “Fix”), or (3) replace the hardware. If Bidder is unable to remedy a non-conformity within a reasonable period of time, then EOTSS may terminate any agreement effective immediately upon written notice to Bidder. In this event, Bidder shall promptly pay to EOTSS an amount equivalent to all amounts paid by EOTSS for (i) the hardware and (ii) maintenance and support services for the current year and (iii) all amounts already paid and not yet rendered or goods not yet delivered and accepted by EOTSS. Any replacement or error correction will not extend the original Warranty Period. During the Warranty Period, Bidder will not charge EOTSS for parts, labor or transportation.
5. Bidder warrants that the hardware, software, maintenance, and services provided do 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 Bidder to the Agency.

# V. References

[ ]  If marked, Bidder must describe three references to the Agency illustrating examples in which Bidder has provided similar hardware, software, maintenance, and services to organizations of comparable size to the Agency. Bidder must provide the name and contact information for an individual employed by the customer. Bidder agrees that the Agency 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>.

# VI. Order of Precedence

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

(1) the Commonwealth’s Terms and Conditions;

(2) the Commonwealth’s Standard Contract Form;

(3) the applicable Statewide Contract;

(4) the Bidder’s response thereto;

(5) this RFQ [RFQ NAME and RFQ NUMBER] (including all amendments, Agency answers to related Bidder questions and clarifications hereto);

(6) any agreement negotiated between and executed by Agency and Bidder; and

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

# VII. Additional Requirements

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

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>).

**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. These standards encompass the principles of Section 508 of the Federal Rehabilitation Act, the World Wide Web Consortium’s Web Content Authoring Guidelines, version 2, level AA (WCAG2 Standards), and the concept of usability for individuals with disabilities. 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 for 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 EOTSS purchasing the software and on an ongoing basis after the Agency has purchased the software.

**C. Contract Negotiation and Amendments**

The Agency 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 Agency may negotiate and execute contract amendments with the awarded Bidder(s) which the Agency 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 Agency or the Commonwealth in any promotional or marketing materials, including but not limited to use of the Agency’s or the Commonwealth’s name or logo, without first obtaining the Agency’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 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 goods and services provided in the response, that may impair or interfere with the Agency’s right to use the goods or services. 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 Agency 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 goods or services. The Agency 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 Agency may adjust its scoring of a prospective Bidder based on the Bidder’s performance during production demonstration and/or oral presentation.

The Agency 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 Agency. 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 its response to this RFQ.

**G. Review Rights**

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

**H. Omitted**

**I. Omitted**

# VIII. Bidder Responses

The following must be provided in each Bidder’s response:

1. A cover letter including Bidder’s relevant contact information and a statement that Bidder agrees to the terms of this RFQ.
2. A response to each Section (I – VII) of the RFQ in which Bidder identifies the means by which it shall comply with the terms in each Section.
3. A Business and Technical Response consisting of:
	1. A description of the specific products or services offered.
	2. Any details about warranty, maintenance, and support applicable to the products and services in Table 1. Note that warranty, maintenance, and support must be consistent with requirements set forth in the applicable statewide contract.
	3. An unlocked, editable copy of any relevant warranty, maintenance agreement, technical support description and any other forms or agreements, including licensing agreements, related to the procurement of the Bidder’s proposed solution, submitted in MS Word format.
	4. Timeframe for delivery of goods and/or services once a Purchase Order is issued.
	5. If Bidder is bidding services:
		1. A list of assumptions on which it is basing its bid, if any; and
		2. If Bidder is offering professional services in its Response, a redline (track changes) version of the statement of work attached hereto as Attachment B. Note that most of the standard terms of the SOW are nonnegotiable, but Bidders should insert descriptions of tasks, deliverables, and milestone dates as applicable.
4. A Cost Response consisting of:
	1. A completed Table 1 above including relevant pricing. For maintenance, Bidder must clearly indicate the level of maintenance offered and include costs for different maintenance options (e.g., silver, gold, platinum).
	2. If Bidder is offering professional services, include fully completed Tables within the SOW. Bidder’s proposed professional services rates must include all costs and expenses, including without limitation delivery services, travel and all other costs and expenses. Bidder must provide either a total fixed price cost for all deliverables and tasks, or a total not-to-exceed cost for all time and materials services. The response must include an hourly rate for additional time and materials work.
	3. A valid quote based on items 4(a) and 4(b) above that can be used to issue a purchase order. The quote must include address and contact information for the person to whom the quote can be sent. All quotes must be valid for a minimum of ninety (90) days after the date of submission.
	4. Bidders should avoid including additional components in their responses which are not expressly requested in this RFQ. If multiple options are available and responsive to this RFQ, Bidders must clearly identify the differences in cost and functionality of each option.

# IX. Evaluation Criteria

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 Agency may request one or more clarification(s) from Bidder. A Bidder’s response may be excluded for failure to meet the Agency’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**

Interested Bidders must submit their response using COMMBUYS.

Useful links:

* Job aid on how to submit a quote: <http://www.mass.gov/anf/docs/osd/commbuys/create-a-quote.pdf>
* Webcast:  [How to Locate and Respond to a Bid in CommBuys](https://www.youtube.com/watch?v=IG7XDNk4-U0), 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.

**ATTACHMENT B – TEMPLATE STATEMENT OF WORK**