| Seal4 | Commonwealth of MassachusettsThe Executive Office of Technology Services and Security |
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**Commonwealth of Massachusetts – [Agency]**

**Request for Quotation RFQ – ITS58 Name Brand On-Premise Software**

**[Agency] [FY#]-[XX]**

[RFQ Title]

**COMMBUYS BID NUMBER: XXXXX**

***[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

## A. General Information

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

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

Procurement Contact: [NAME, TITLE]

Telephone: [Phone # - 617-xxx-xxxx]

E-Mail Address: [Email]

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

Attachments: Attachment A – COMMBUYS Instructions

 Attachment B – Cost Table

This Request for Quotes (“RFQ”) does not commit the Commonwealth of Massachusetts (“Commonwealth”) or 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 regularly, as this will be the sole method used for notification of changes.

## B. Eligible Bidders

EOTSS is issuing this RFQ to solicit proposals from ITS58 Resellers (“Bidders”) to provide licenses for commercial-off-the-shelf, on-premise software and related maintenance, support, and training as identified in Attachment B.

**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 |  |  |
| RFQ Response Due |  |  |

#

# 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 Software and Services**

The Agency is issuing this RFQ to purchase the following:

software: on-premises

[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 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.”

# 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 Statewide Contract ITS58.

1. Bidder warrants that all software and services 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 of six (6) months (the “Warranty Period”) after the Agency accepts any software pursuant to Sections 1 and 2 of the Commonwealth’s Terms and Conditions, any software delivered by Bidder under this RFQ will substantially conform to the applicable Specifications. As used in this RFQ, “Specifications” means (i) the software’s functional, performance, and interoperability requirements set forth in any agreement entered hereunder; (ii) the software functionality and description provided in Bidder’s response to this RFQ, and (iii) to the extent not inconsistent with the foregoing, the software publisher’s published specifications and documentation for the software. If EOTSS discovers a non-conformity in the software 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 or software patch (a “Fix”), or (3) replace the software. If Bidder is unable to remedy a non-conformity within a reasonable period of time, then EOTSS may terminate any agreement related to the software 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) software license fees (or SaaS equivalent) 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.
4. Bidder warrants that all applicable agreements and terms will be provided in Bidder’s response. Bidder further warrants that the sale of the software and services, and the Commonwealth’s use of the software and services, will not be subject to any shrink-wrap, click-through, online terms, or similar agreements. Any terms or agreements that are not executed by the Agency will be void.
5. Bidder warrants that the software 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 software.
6. Bidder warrants that it has made commercially reasonable efforts to ensure that the licensed copy of the software provided to EOTSS 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 software. Bidder also must also provide reauthorization codes to EOTSS should such codes be necessary for the software to remain functional during the Term.

# Omitted

# 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 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)

# Additional Requirements

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

All software 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 software and services provided in the response, that may impair or interfere with the Agency’s right to use the software 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. Omitted**

**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. Permitted Copies**

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

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

**I. Omitted**

# 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 completed Cost Table (Attachment B).
4. A Quote that can be used to issue a Purchase Order for the software and/or services. All submitted Quotes must be valid for a minimum of thirty (30) days from the date of receipt.
5. Editable copies of all proposed licenses, support terms or other agreements requiring execution by EOTSS.
6. A Reseller Letter, if applicable.

# 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. Time for delivery
2. Price as provided in the Cost Table (Attachment B)

**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 – COST RESPONSE**

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

B1: Software: On-Premises

|  |  |
| --- | --- |
| **To be completed by Agency** | **To be completed by Bidder** |
| **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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B2 Services: Setup, Implementation, Configuration

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| --- | --- |
| **To be completed by Agency** | **To be completed by Bidder** |
| **Service Name** | **SKU Number** | **Fixed Price** | **Hourly Rate** | **Additional Pricing Information or Volume Discounts** |
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B3 Services: Support and Maintenance

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| --- | --- |
| **To be completed by Agency** | **To be completed by Bidder** |
| **Service Name** | **SKU Number** | **Fixed Price** | **Hourly Rate** | **Additional Pricing Information or Volume Discounts** |
|  |  |  |  |  |
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B4: Services: Training

|  |  |
| --- | --- |
| **To be completed by Agency** | **To be completed by Bidder** |
| **Service Name** | **SKU Number** | **Fixed Price** | **Hourly Rate** | **Additional Pricing Information or Volume Discounts** |
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Reseller Markup

|  |  |
| --- | --- |
| Bidder must identify the applicable mark-up under ITS58: |  |
| Bidder must identify the proposed mark-up for this bid proposal, if lower:  |  |