

Commonwealth of Massachusetts

Executive Office of Technology Services and Security

**Commonwealth of Massachusetts
Executive Office of Technology Services and Security**

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

**COMMBUYS Bid Number: xxxxxxx**

**[*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 [AGENCY] LEGAL UNIT BY SENDING AN EMAIL TO [PUBLIC RECORD COORDINATOR EMAIL ADDRESS]. ANY PORTIONS OF A RESPONSE THAT ARE LABELED AS CONFIDENTIAL WILL STILL BE CONSIDERED PUBLIC RECORD.

# I. 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

Attachment C – Reseller Letter

This Request for Quotes (“RFQ”) does not commit the Commonwealth of Massachusetts (“Commonwealth”) or the Agency to approve a Statement of Work, pay any costs incurred in the preparation of a Bidder’s response to this RFQ or to procure or contract for products or services. The Agency may (i) accept or reject any and all proposals 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 of the qualitied 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

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

[ ]  ITS74 (IT Professional Services)

[ ]  ITS60 Cloud Services Category 1, Cloud Solutions – Related Services

[ ]  ITS60 (Cloud Services) Category 2, Implementation Services

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

Resellers under ITS60 are listed at: <https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-19-1080-OSD03-SRC01-17282&releaseNbr=0&parentUrl=contract>

[ ]  If marked, a services provider who is not on a Statewide Contract listed above may submit a response to this RFQ. Such response must include: (i) a Quote issued by a vendor on a Statewide Contracts noted above and (ii) a Reseller Letter (as attached hereto), if required under the applicable Statewide Contract.

# C. Event Calendar

All times in this RFQ are 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)** |  |  |

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# 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.

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# Description and Purpose of Procurement

**A. Background**

[Include background / reasons for purchase /etc.]

**B. Description of Services**

[Include high-level description of requested services, estimated number of users of the services, etc.]

# 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 and its subcontractors will be sufficiently staffed and equipped to fulfill Bidder’s obligations under any SOW or engagement resulting from this RFQ. Bidder warrants that it shall be responsible for the actions and omissions of all subcontractors and shall ensure that all subcontractors comply with the terms of an agreement resulting from this RFQ.
3. Bidder’s services will be performed: (a) by appropriately qualified and trained personnel; (b) with due care and diligence and to a high standard of quality as is customary in the industry; (c) in compliance with the Milestone Schedule and the terms and conditions of this RFQ and any contract hereunder; and (d) in accordance with all applicable professional standards for the field of expertise.
4. The Deliverables will substantially conform with the Deliverable descriptions set forth in any SOW or engagement resulting from this RFQ.
5. All media on which the Bidder provides any software shall be free from defects.
6. All software delivered by the Bidder under the applicable RFR or this RFQ shall be free of Trojan horses, back doors, and other malicious code.
7. Bidder will obtain all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by the Bidder for incorporation in the Deliverables to be developed under the applicable RFR.
8. Documentation to be provided by the Bidder under the applicable RFR shall be in sufficient detail so as to allow suitably skilled, trained, and educated Agency personnel to understand the operation of the Deliverables. Bidder agrees to promptly, at no additional cost to the Agency, make corrections to any documentation that does not conform to this warranty.
9. Any systems that Bidder creates or modifies will operate in substantial conformance with the specifications for the system or modifications for six (6) months after acceptance. During the warranty period, Bidders will correct any Severity Level I, II or III defects at no charge. Longer warranty periods are desirable.
* Level I: This is either a safety issue or an issue that affects a central requirement for which there is no workaround. It prevents either use or testing of the system.
* Level II: This is an issue that affects a central requirement for which there is a workaround, where use or testing of the system can proceed in a degraded mode, or an issue that affects a non-central requirement for which there is no workaround, where the feature cannot be used.
* Level III: This is an issue that affects a non-central requirement for which there is a workaround, or a cosmetic issue, i.e. information is correctly shown but the appearance is wrong, such as misspelled words, wrong font, wrong indentation, etc.

# V. References

[ ]  If marked, Bidder must describe three references to the Agency illustrating examples in which Bidder has provided similar 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=2.206388954.891907013.1563542725-372871650.1562964984>.

# 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 NUMBER and RFQ NAME] (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 services performed and materials delivered by the Bidder must meet all applicable policies adopted by the Agency, which shall be made available to Bidder prior to contract execution. At a minimum, Bidder must comply with the Enterprise Information Security Policies and Standards located at: <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, at no cost and as part of their bid, test and authorize Commonwealth personnel (including without limitation Agency personnel or its contractors) to test the deliverables in accordance with the Enterprise Accessibility Standards, and test for interoperability with the specific AT and IT environments set forth in the AT/IT Environment List.

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

**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**

If applicable, Bidders must authorize the Agency to make, keep and retain a reasonable number of machine-readable copies of all licensed, core software components included in the deliverables for testing, backup or archival purposes (the “Permitted Copies”). Such authorization shall be provided to the Agency at no additional cost.

**I. Escrow Agreement**

[ ]  If marked, the Bidder must agree to place the software components offered by Bidder to the Agency in escrow. Bidder will enter into an escrow agreement with a nationally recognized escrow company satisfactory to the Agency. Bidder will provide the Agency with the escrow agreement for review prior to execution. The escrow agreement must contain terms substantially similar to the following:

1. The Bidder or software provider must deposit all readable source code, object (executable) code, and related documentation for the licensed software with the escrow agent.
2. The source code, object (executable) code, and related documentation must be held by the escrow agent in trust for the Agency.
3. The Bidder or software provider must include all maintenance releases and updates as they are issued during the Term in escrow.
4. The escrow agent will verify deposit of the source code, object (executable) code and related documentation, and all updates, and notify the Agency.
5. The Agency will be allowed to conduct periodic testing, at the Agency’s expense, of all source code held in escrow.
6. If the Bidder or software provider becomes insolvent, ceases to exist or do business in the ordinary course, or fails to perform its obligations under the contract entered by Bidder under this RFQ, the source code will be delivered to the Agency by the escrow agent.

# VIII. Bidder Responses

Bidders’ responses should include, at a minimum, the following:

1. A cover letter including Bidder’s relevant contact information and a statement that Bidder agrees to the terms of this RFQ.
2. A Reseller Letter, if applicable.
3. Business and Technical Response
	1. 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.
	2. Provide a chart showing the names and roles of Bidder personnel who will perform the professional services under this RFQ. Include statement of qualifications and resume for each proposed individual.
	3. Provide the timeframe for delivery of services once a Purchased Order is issued.
	4. Attach an unlocked, editable redline document (in track changes) of the Statement of Work attached hereto as Attachment B. The professional services delivered under this RFQ will be subject to a Statement of Work (“SOW”) in the form of Attachment B. Most of the standard terms of the SOW are nonnegotiable (including without limitation the warranties set forth therein) but the parties will negotiate the timeline, personnel, and tasks and deliverables in the SOW.
	5. Attach all other agreements and terms that Bidder expects to apply to work under this RFQ (for example, Bidder’s standard terms and any applicable licensing agreements), if any, in unlocked, editable Microsoft Word format.
	6. The business response (including the tables in the SOW) must not include cost information. The cost information must be confined to the cost response.
4. Cost Response
	1. Provide a chart showing the names, roles, hourly rates and hours per resource of all Bidder personnel. All proposed services rates must include all costs and expenses, including without limitation delivery services, travel and all other costs and expenses.
	2. Fully completed Tables within the attached SOW.
	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.
	4. The Cost Response must identify all costs related to this engagement, including without limitation costs of all products and professional services. The Commonwealth will not pay any costs and expenses not included in the Cost Response.
	5. The Cost Response must include either a total fixed price cost for all Deliverables and Tasks, or a total not-to-exceed cost for all time and materials services.
	6. The Cost Response must include an hourly rate for additional time and materials work.

# 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. Vendor qualifications and previous experience
2. Price
3. Bidder's stated methodology and business process
4. Time for delivery

 **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**

**ATTACHMENT C – RESELLER LETTER**