| Seal4 | Commonwealth of Massachusetts[Secretariat Name, if applicable][Agency Name] |
| --- | --- |

[INSTRUCTIONS: ITEMS IN [YELLOW HIGHLIGHT BRACKETS] CONTAIN GUIDANCE AND ITEMS IN [GRAY HIGHLIGHT BRACKETS] SHOULD BE FILLED IN/CUSTOMIZED/SELECTED/DELETED.

ALL HIGHLIGHTS AND BRACKETS MUST BE REMOVED BEFORE POSTING AND, WHERE APPLICABLE, REPLACED WITH SELECTED OPTIONS.

THIS RFQ TEMPLATE MAY ONLY BE USED FOR SOFTWARE, MAINTENANCE AND SUPPORT – IT MAY NOT BE USED FOR PROFESSIONAL SERVICES (E.G., CONFIGURATION, INSTALLATION, CUSTOMIZATION, ETC.)

PLEASE DELETE THESE INSTRUCTIONS.]

**Commonwealth of Massachusetts – [Agency Name]**

**Request for Quotation RFQ [Dept Abbrev] [FY#]-[XX]**

[RFQ Title]

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

THIS RFQ AND ALL RESPONSES HERETO INCLUDING THE WINNING BID SHALL BECOME PUBLIC RECORD, AND CAN BE OBTAINED FROM THE [AGENCY NAME], 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.

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# General Procurement Information

## General Information

Purchasing Agency: [Agency Name] ([Dept Abbrev])

Address: [Agency Address]

Procurement Contact: [First & Last Name]

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

E-Mail Address: [Email - First.Last@State.MA.US]

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

Attachments: Attachment A – Business and Technical Requirements Matrix

 Attachment B – Detailed Cost Table

 Attachment C – SaaS Terms

 Attachment D – Accessibility Requirements

 Attachment E – Reseller Certificate

This Request for Quotes (“**RFQ**”) does not commit the Commonwealth of Massachusetts (“**Commonwealth**”) or the [Agency Name] (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 reserves the right to accept or reject any and all proposals received as a result of this RFQ and to contract for some, all or none of the products and services as a result of this RFQ. The Agency further reserves the right to negotiate with any or all qualified Bidders and to cancel in part or in its entirety this RFQ if it is in the best interest of the Agency or the Commonwealth to do so.

The Agency reserves the right to 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 are advised to check this site regularly, as this will be the sole method used for notification of changes.

**This RFQ is restricted to vendors on the following statewide software contracts: ITS41DesignatedITD IBM; ITS19 Oracle; ITS42 (Software resellers); and managed services providers (Category 4) of software solutions on ITT46.**

**Software publishers who are not eligible vendors on any of the above statewide contracts may submit bids to this RFQ on the condition that, if selected as the winning bidder, they will contract with MassIT through an authorized reseller on statewide contract ITS42. If you are a software publisher meeting this condition, you may either:**

* **have the ITS42 reseller submit the bid directly, or**
* **submit the bid yourself and include a signed certificate from the ITS42 reseller in the form attached to this RFQ as Attachment E.**

The ITS42 vendors are:

| Vendor | Contact | Email | Phone |
| --- | --- | --- | --- |
| Dell Marketing LLP | Kayla Macko | Kayla\_macko@dell.com | 224-543-5679 |
| Enpointe Technologies | Edwin Kane | ekane@enpointe.com  | 617-480-9561 |
| SHI International Corp | Amanda Spence | Amanda\_Spence@shi.com | 800-527-6389ext 7162 |

# The Agency

The Agency is responsible for [provide details on the function of the Agency].

# Description and Purpose of Procurement

The Agency is issuing this RFQ to solicit proposals from qualified Bidders to provide software licenses, maintenance and support, training and documentation for [add description of the requested software] (such software licenses, maintenance and support, training and documentation collectively, the “**Software**”). If Bidder is bidding SaaS, the SaaS terms attached hereto as Attachment C will become part of the final contract. [NOTE: SINCE THIS SOFTWARE HAS NOT PREVIOUSLY BEEN COMPETITIVELY PREFERRED, THE REQUIREMENTS SHOULD NOT INCLUDE ANY REFERENCES TO BRAND NAMES (EXCEPT TO THE EXTENT THAT THE SOFTWARE NEEDS TO INTEROPERATE WITH EXISTING SOFTWARE)].

The business and Software requirements are set forth below in the section entitled “Description of Requested Goods and Services – Business and Software Requirements.” The sections entitled “Training Services,” “Enterprise Policies and Standards,” “Accessibility” and “Security” also contain requirements with which the Software must comply.

# Term

Maintenance and support services may be purchased for as long as the product qualifies for such services. Training purchased pursuant to this RFQ must be taken by [June 30, 20xx] (the “**Training Term**”. Any SaaS solution or managed service offering may not run beyond the maximum term of the applicable RFR, including all extensions thereto and “run out” periods after the expiration thereof.

# Cost Response

The payment method will be fixed price for the Software (including without limitation the software licenses, warranty, maintenance and support, training and documentation).

The fixed price bid by each Bidder must be all-inclusive. Costs not specifically identified in a Bidder’s response and accepted by the Agency will not be compensated under any contract awarded pursuant to this RFQ.

The Agency permits Bidders to submit proposals that provide options in a manner that the Commonwealth can choose the best value Software with specific pricing provided for each option. Bidders may also propose multiple types of Software with different options and prices. Bidders must clearly identify any interdependencies between any options proposed in this manner.

# Description of Requested Goods and Services – Business and Software Requirements

The scope of the procurement covers the Software (i.e., software licenses, maintenance and support, training and documentation).

## Main Functionality

The proposed Software must include (but need not be limited to) the following functionality:

1. [SPECIFY THE MAIN FUNCTIONALITY, AT A HIGH LEVEL. DO NOT INCLUDE BRAND NAMES.]

## Scope of Services

**The Software must support a[n] [enterprise-scale deployment/Agency-only deployment/etc.], including:**

1. meeting the Business and Technical Requirements listed in Attachment A;
2. meeting the requirements identified by the Agency in this section and the sections entitled “Training Services,” “Enterprise Policies and Standards,” “Accessibility” and “Security”;
3. specifying the necessary hardware and third-party software required to implement the Software in its answers to the Business Questions;
4. providing documentation[OPTIONAL: ; and
5. developing, planning and implementing training].

Bidders may only propose product versions that are fully released (e.g., not “alpha” or “beta” release) by the RFQ response deadline.

## Business Requirements

The Bidder’s proposed Software must meet the following requirements:

1. Business Requirements. Bidder must complete the Business and Technical Requirements matrix included in Attachment A.
2. If Bidder is bidding SaaS software, Bidder must respond to the SaaS terms in Attachment C. Bidder’s response should copy the SaaS terms and respond to each numbered item.

# Warranty

The Bidder must provide warranties for the Software, including:

1. Bidder must provide all warranties required by the respective statewide contract through which the Software is procured (i.e., ITS19, ITS41DesignatedITD, ITS42, ITT46), if any.
2. Bidder must warrant that, for a minimum of [three (3) months] (the “**Warranty Period**”) after the Agency finally accepts 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. Bidder does not warrant, however, that the Software or any portion thereof is error-free. If the Agency discovers a non-conformity in the Software during the Warranty Period, then the Bidder’s entire liability and the Agency’s 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 the Agency may terminate any agreement related to the Software effective immediately upon written notice to Bidder. On occurrence to this event Bidder shall promptly pay to the Agency an amount equivalent to all amounts paid by the Agency for (i) Software license fees (or SaaS equivalent) and (ii) maintenance services for the current year and (iii) all amounts already paid and not yet rendered or goods not yet delivered and accepted by the Agency. Any replacement or error correction will not extend the original Warranty Period. During the Warranty Period, Bidder will not charge the Agency for parts, labor or transportation.

[NOTE: 12 OR EVEN 24 MONTHS IS ACCEPTABLE FOR THIS FIX-IT WARRANTY, ESPECIALLY FOR LARGE BUYS > $500,000 OR THAT HAS CUSTOMIZATION SERVICES AS A FOLLOW-ON EFFORT. IF YOU DO HAVE A LONG WARRANTY, YOU MAY WANT TO ADD PROVISIONS TO THE COST RESPONSE TO PROVIDE ADDED INCENTIVE (E.G., A HOLDBACK).]

As used in this RFQ, “**Specifications**” means (i) the requirements for the Software set forth in this RFQ, including without limitation the requirements specified in the sections entitled “Description of Requested Goods and Services – Business and Software Requirements,” “Training Services,” “Enterprise Policies and Standards,” “Accessibility” and “Security;” (ii) the Software’s functional, performance, and interoperability requirements set forth in any agreement entered hereunder (e.g., a license agreement or SaaS agreement); (iii) the Bidder’s Response to this RFQ, including all amendments thereto and responses to requests for clarification or requests for best and final offer, and including all associated response forms, attachments, and exhibits and (iv) to the extent not inconsistent with the foregoing, the software publisher’s published specifications and documentation for the Software.

1. The Bidder must warrant that there will be no “shrinkwrap,” “click-through” or similar agreements for the Software and that any such agreements will be superseded by the agreements negotiated under this RFQ.
2. The Bidder must warrant 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. Bidder must also warrant that if a third party claims that the Software does infringe a third party’s intellectual property right (including patent, copyright, trade secret or trademark), or if the Software is likely to become the subject of a claim of infringement, Bidder shall, at its sole option and expense, secure for the Agency the right to continue using the Software; or replace or modify the Software so that it becomes non-infringing. Bidder must also warrant that Bidder shall (i) defend the Agency against any third party claim that the Software infringes a patent, or a copyright enforceable in a country that is a signatory to the Berne Convention, and (ii) pay the resulting actual costs and damages actually awarded against the Agency by a court of competent jurisdiction or the amounts stated in a written settlement signed by Bidder. The Bidder must agree that the foregoing obligations are subject to the following: the Agency (a) notifying the Bidder promptly in writing of such claim, (b) granting Bidder sole control over the defense and settlement thereof and (c) reasonably cooperating in response to Bidder’s request for assistance. The Bidder must agree that nothing contained in any agreement entered under this RFQ shall abrogate the right of the Commonwealth’s Office of the Attorney General to defend and control, at the Agency’s expense, the defense of the Agency in connection with such claims.
3. The Bidder must warrant that the licensed copy of the Software provided to the Agency contains or will contain neither any Self-Help Code nor any Unauthorized Code. Bidder further warrants that Bidder will not introduce, via modem or otherwise, any code or mechanism that electronically notifies Bidder of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the Agency’s use of or access to any program, data or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the Software provided to the Agency. The warranty is referred to in this RFQ as the “**No Surreptitious Code Warranty**”. The Bidder will defend the Agency against any claim, and indemnify the Agency against any loss or expense arising out of any breach of the No Surreptitious Code Warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

As used in this RFQ, “**Self-Help Code**” means any back door, time bomb, drop dead device, or other software routines designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support. As used in this RFQ, “**Unauthorized Code**” means 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; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

1. The Bidder must covenant that Bidder shall provide all necessary authorization codes should such codes be necessary for successful installation of the Software. Bidder also must also warrant that Bidder shall provide reauthorization codes to the Agency, should such codes be necessary for the Software to remain functional upon movement to another computer system. The Bidder must agree to provide the reauthorization codes to the Agency in connection with a machine upgrade or other movement (i) for which the Agency pays the Bidder a machine upgrade fee as set forth in a schedule, immediately upon receipt of such fee; or (ii) if the Agency need not pay a fee or other charge in connection with the machine upgrade or other movement, within one (1) business day after receipt of the Agency notice of its machine upgrade or movement.
2. The Bidder must covenant that Bidder shall not reference the Agency in any promotional materials, advertising or press releases including but not limited to use of the Agency’s name or logo without first obtaining the Agency’s prior written approval for such use.
3. The Bidder must warrant that there is no pending litigation involving the Bidder or the Software Publisher that may impair or interfere with the Agency’s right to use the Software. Furthermore, the Bidder must warrant that there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

# Software License Description and Maintenance

[NOTE: The details of the license request are to be submitted in the file “Cost\_Response-Detailed\_Cost\_Tables.docx” – this should just be a description of the people using the license so the vendor can customize its bid accordingly.]

Bidders must include, at no additional cost and as part of their bid, authorization for the Agency to make, keep and retain a reasonable number of machine-readable copies of all core vendor-owned software components included in the Bidder’s Software for testing, backup or archival purposes only (the “**Permitted Copies**”).

Bidders must include, at no additional cost and as part of their bid, licenses authorizing the Agency to implement a second instance (i.e. secondary to the first instance of such Software installed at the Agency) of all core vendor-owned 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 that second instance without requiring any additional licenses. 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.

Bidders must include, at no additional cost and as part of their bid, licenses authorizing the Commonwealth personnel (including without limitation the Agency’s personnel or its contractors) to test the Software for accessibility against the Enterprise Accessibility Standards, and for interoperability with the specific AT and the IT environment set forth in the AT/IT Environment List. These licenses must be available to the Commonwealth for evaluation of the Software prior to the Agency purchasing the Software and also on an ongoing, episodic basis after the Agency has purchased the Software.

In addition, the Agency seeks quotes for maintenance and support for the Software.

[NOTE: The details of the maintenance request are to be submitted in the file “Cost\_Response-Detailed\_Cost\_Tables.docx” – this should just be a description of the term so the vendor can customize its bid accordingly. Any changes to the term/maximum percentage should be reflected into the “Cost\_Response-Detailed\_Cost\_Tables.docx” file]

No maintenance fee increases will be permitted during the first [four (4) years] of the maintenance term. Bidder must hold maintenance rates fixed (no price increases) for [four (4) years] and agree that the rate of maintenance for each successive year beyond [four (4) years] will not increase more than [3%] of the rate for maintenance for the previous year.

Bidder must answer the questions listed in the file “Business\_Questions.xlsx.” [NOTE: Review this file and customize the questions to suit your business needs.]

# Training Services

Training services shall be billed by the Bidder monthly in arrears. Training must be completed in by the end of the Training Term (as defined above).

All training courses must include take-home copies of the training material.

Bidder must supply a description of the courses; explanation of the units and copy of syllabi.

[Specify any particular needs: e.g., training in Boston, remote training, etc. Accessibility of training is separately covered.]

There are additional training requirements in the section entitled “Accessibility.”

# References and Stability of Product

Bidder must describe three examples, in which the proposed Software has been deployed for a customer with a similar configuration as the Agency, and for each of these instances provide the name and contact information for an individual employed by the entity that has deployed the appliance that can be used as a reference.

# Enterprise Policies and Standards Requirements

All Software proposed by the Bidder must meet the Enterprise Policies and Standards adopted by ITD.

# Accessibility Requirements

The Bidder must agree to and comply with the accessibility requirements listed in Attachment D.

# Security Requirements

The Software must comply with the Security Policies & Standards located at: <http://www.mass.gov/anf/research-and-tech/cyber-security/security-for-state-employees/security-policies-and-standards/> (or any successor link thereto).

Web site or browser-based functionality provided by the system must comply with Website requirements and policies located at: <http://www.mass.gov/itd/webpolicies>

# Escrow Agreement[NOTE: DELETE IF N/A]

[NOTE: ONLY FOR PROCUREMENTS > $500,000 FOR LICENSE COSTS]The Bidder must enter into an escrow agreement (or offer an equivalent alternative) relating to the Software, satisfactory to the Agency, at the Bidder’s cost and expense (except for costs related to periodic testing as set forth below), with a nationally recognized escrow company satisfactory to the Agency, which contains, among other terms, terms substantially similar to the following:

1. The Software Publisher 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 Software Publisher must escrow all maintenance releases and updates as they are issued.
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 of all source code held in escrow at the Agency’s cost and expense.
6. If the Software Publisher 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.

The Bidder must provide the Agency with the escrow agreement (or alternative) for review prior to execution, and must provide the Agency with the fully executed escrow agreement prior to, or contemporaneously with, the execution of the Agreement entered into hereunder.

# Order of Precedence

The contract 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 Commonwealth’s RFR ITS19, ITS42, ITS41DesignatedITD or ITT46, as applicable;

(4) the Bidder’s response thereto;

(5) this RFQ (as it may be amended, including without limitation by amendments to the RFQ, answers to questions received, requests for clarification and requests for best and final offers);

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

(7) the Bidder’s response hereto (including all amendments thereto and responses to requests for clarification or requests for best and final offer).

# Event Calendar

All times in this RFQ are in prevailing Eastern Time.

**Event Calendar**

| Procurement Step | Due Date | Time |
| --- | --- | --- |
| RFQ Posted (QA Start) |  |  |
| [NOTE: OPTIONAL BUT RECOMMENDED:]Bidder Questions Due (QA End) |  |  |
| [NOTE: OPTIONAL BUT RECOMMENDED:]Commonwealth Responses posted to COMMBUYS (estimated date) |  |  |
| RFQ Response Due |  |  |
| [NOTE: DELETE IF N/A:]Bidder Demonstrations Scheduled (estimated date) | Week of  |  |
| [NOTE: DELETE IF N/A:]Bidder Demonstrations (estimated date) |  |  |

# Submitting Questions

[USE THE FOLLOWING IF DOING Q&A THROUGH COMMBUYS:]

## 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.

[/END COMMBUYS Q&A]

[USE THE FOLLOWING IF DOING Q&A BY EMAIL:]

All Bidders’ questions must be submitted by email to [insert email address] before the date and time indicated on the event calendar. Please note that any questions submitted using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered.

Bidders are responsible for entering content suitable for public viewing, since all of the questions will be 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 RFQ.

Answers will be emailed to all vendors on the relevant statewide contracts and may be posted on CommBuys.

[/END EMAIL Q&A]

# Oral Presentations and Demonstrations[NOTE: DELETE IF N/A]

In its discretion, the Agency may invite at least the top [two (2)] 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 Software. During the production demonstration portion, Bidders will be asked to demonstrate their product using the scenarios to be provided and to explain how they propose to provide the Professional Services. The PMT 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 and product maturation. The PMT may adjust their 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 Bidders’ product demonstrations and oral presentations. Demonstrations and presentations shall not be open to the public nor to any competitors.

Oral presentations and/or demonstrations are to be given by the Bidder at [the Agency’s office in Boston or Chelsea, Massachusetts] (exact address to be provided to Bidders providing presentations and/or demonstrations). The schedule of the Software demonstrations and oral presentations will be arranged directly with the Bidders selected by the PMT. Failure of a Bidder to agree to a date and time may result in rejection of the Bidder’s response.

Bidders should have staff attend that are sufficiently technical to make modifications to the configuration of the product. A revised list of demonstration tasks may be provided to Bidders no later than three (3) days in advance of demonstrations.

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 on the cost response form.

The demonstration must be completed in person, using the Bidder’s laptop or remote system. The Bidder should be prepared to complete their demonstration using a self-contained system. The Agency does not anticipate providing internet connectivity to the Bidder’s laptop, but will provide access to a Agency issued laptop with internet access for purposes of the demonstrating references or Software through a web browser. The Agency can provide a projector upon request; such requests should be submitted in writing at least three (3) days prior to the demonstration.

The Agency does not seek open ended demonstrations. We will ask for highly focused demonstrations of specific functionality defined in writing in advance.

The PMT will re-score the responses of the top [two (2)] Bidders after the oral presentations and demonstrations.

Failure to appear at the scheduled time of the presentation may result in disqualification, reduction of points or other action that the PMT deems appropriate.

# Submission Requirements

**[IF ASKING FOR QUOTES VIA EMAIL, USE THE PARAGRAPH BELOW:]**

Interested Bidders must submit one (1) electronic copy of the response to the RFQ in Microsoft Word format via e-mail to [First.Last@state.ma.us] [with a copy to First.Last@state.ma.us], and the subject line of the e-mail should read “**[Dept Abbrev] RFQ-[FY#]-[XX] – {VENDOR NAME} Submission**”. Responses must be received no later than the response due date and time indicated in the Event Calendar above or they will not be evaluated. Emails must be kept to a size of 10 megabytes or less; emails larger than 10 megabytes should be split up into multiple emails of less than 10 megabytes. It is the Bidder’s responsibility to confirm receipt.

**[OTHERWISE, IF ASKING FOR QUOTES THROUGH COMMBUYS, USE THE FOLLOWING SECTION:]**

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=UhUTNokbhfY), which will familiarize bidders with CommBuys terminology, basic navigation, and provide guidance for locating bid opportunities in CommBuys and submitting an online quote.

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.

**[END COMMBUYS SECTION – DELETE THIS SECTION IF NOT SUBMITTING THROUGH COMMBUYS]**

# Bidder Responses

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

1. **A cover letter** in which the Bidder states that it agrees to the terms of this RFQ.
2. **A reseller certificate** in the form attached hereto as Attachment E, if applicable (only required if Bidder is a software publisher submitting a bid under the authority of an ITS42 reseller)
3. **Business and Software Requirements**
	1. Fully completed Business and Technical Requirements.
	2. If the Bidder is bidding cloud services, fully completed response to SaaS Terms.
	3. Affirmative statements that the Software complies with the requirements in the sections entitled “Training Services,” “Enterprise Policies and Standards,” “Accessibility,” and “Security”
	4. An unlocked, editable copy submitted in MS Word format of any relevant warranties; software licenses; SaaS agreements; software maintenance agreements; maintenance and technical support descriptions for any available levels of maintenance and support (e.g., silver, gold, platinum, etc.), *including detailed service levels and response times for incidents of varying levels of severity*; and any other boilerplate forms related to the procurement of the Bidder’s proposed Software. The Commonwealth will not be bound by any agreements that are not included in the response and that the Commonwealth has not signed or agreed to in a signed document.
	5. A description of three successful implementations of the proposed Software at organizations of a similar scale of the Agency with references and full contact information. References must be submitted in the format specified on the OSD business reference form, which is available at <http://www.Mass.Gov/anf/docs/osd/forms/busreffm.doc>.
	6. The timeframe for delivery of the product(s) once a purchase order is issued (which should not exceed [thirty (30)] days from receipt of the purchase order). Unless otherwise agreed upon by the Agency and the successful Bidder, all product(s) must be delivered by [June 30th of the current Fiscal Year].
	7. [NOTE: ONLY FOR PROCUREMENTS > $500,000 FOR LICENSE COSTS]A copy of Bidder’s escrow agreement (or alternative).
	8. Copies of accessibility supporting materials. For example, VPATs or other testing results.
	9. Copies of training course descriptions; explanation of the units and copy of syllabi.
4. **Cost Response**
	1. Fully completed Detailed Cost Tables.
	2. A fixed price quote for the Software (including the software licenses, maintenance and support, training and documentation) 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. Bidders are encouraged to provide multiple options from which the Commonwealth may choose, but Bidders must explicitly note any dependencies between options.
	3. A list of the Bidder’s assumptions in connection with its bid.
	4. The cost proposal must be an all-inclusive fixed price bid, including all costs related to this engagement, without limitation cost of the licensed products, maintenance and support. The Agency will not pay any costs and expenses not included in the cost proposal.
	5. If the response is submitted through a software reseller state the reseller’s markup on the products and maintenance. In no event will the Agency pay reseller markup fees in excess of 3%.

# Evaluation Criteria

The responses to this RFQ will be evaluated based on the criteria listed below. The criteria are listed in descending order of importance with the most important criteria listed first. The procurement management team reserves the right to remove from further consideration non-responsive bids and those that include attempts by the Bidder to alter the Commonwealth’s standard legal terms.

A Bidder’s response will be excluded for failure to agree to the order of precedence set forth in the “Order of Precedence” section of this RFQ. A Bidder’s response will also be excluded if the response includes goods or services that are being resold under the RFR/this RFQ and the reseller does not submit the response (including without limitation any questions, any responses to requests for clarification and any responses to requests for best and final offers) to the PMT. Prior to such an exclusion, the Agency reserves the right to request one or more clarification(s) from the Bidder confirming Bidder’s acceptance of the order of precedence or to request one or more clarification(s) from the reseller to confirm that it is the Bidder and any responses submitted directly to the Agency by a Bidder with pricing from the reseller are, in fact, part of the reseller’s response.

A Bidder’s response may be excluded for failure to meet one or more of the requirements of this RFQ.

**A Bidder’s response may be excluded for failure to meet the Agency’s internal affordability threshold.**

Any remaining responses will be evaluated based upon:

1. Fit to requirements as stated in this RFQ.
	1. Preference will be given to those Responses for which the highest number and/or most fundamental Mandatory requirements can be met out of the box. The next most favored category will be Software that only requires configuration. The least favored category will be Software that requires customization.
	2. Next preference will be given to those responses that satisfy the greatest number of Optional priority requirements through configuration.
2. Quality of product functionality
3. Ease of future administration and maintenance. Software that offers features and functionality out of the box (as proven during demonstrations) will be scored higher than those that require configuration, and Software that offers features and functionality through configuration will be rated more highly than that requiring customization. The configuration and customization points will be refined at demonstrations.
4. Transparency/ease/effectiveness/level of Software implementation and support
5. Experience of other customers of Software Publisher with the Software and references, including prior and recent experience in configuring Software of similar scope and functionality.
6. Time for delivery
7. Price
8. [NOTE: This list may be re-ordered and items may be deleted; also, you should list remaining relevant criteria in order of importance; list must correspond with the scoring criteria developed or to be developed by the PMT.]

Software will be given bonus points if it conforms to the Enterprise Technical Resource Model (“**ETRM**”), located at [www.mass.gov/itd/etrm](http://www.mass.gov/itd/etrm), and/or Service Oriented Architecture (“**SOA**”).

1. The ETRM provides an architectural framework used to identify the standards, specifications and technologies that support the Commonwealth's computing environment. The ETRM defines the target state for the Commonwealth’s technology environment. Bidders may receive bonus points if the Software conforms with the Enterprise policies, as stated in the most recent version of the ETRM at the time of publication, where applicable to the Bidder’s Software.
2. The Enterprise Service Oriented Architecture standards, specifications and principles are detailed in the ETRM.  SOA is an architectural style that guides all aspects of creating and using business processes, packaged as services, throughout their lifecycle, as well as defining and provisioning the IT infrastructure that allows different applications to exchange data and participate in business processes regardless of the operating systems or programming languages underlying those applications. SOA represents a model in which functionality is decomposed into small, distinct units (as used in this paragraph, “services”), which can be distributed over a network and can be combined together and reused to create business applications. These services communicate with each other by passing data from one service to another, or by coordinating an activity between two or more services.

If the Software implements SOA, it could run and perform well on systems using open standards technologies, as defined by:

* The Commonwealth’s Enterprise Technical Reference materials; and
* The Commonwealth’s Methodology documentation.

**Enterprise Services**

The Commonwealth is transitioning from siloed, application-centric, and agency-centric IT investments to an enterprise approach.  The Software could implement an extensible, flexible, scalable, and secure architecture on a platform that uses industry standards and standardized integration points. In order to promote the reuse and sharing of services across the Commonwealth, the Software effort may leverage existing and emerging components and services.

# Miscellaneous

* + - * 1. **General**

By submitting a proposal in response to this RFQ, Bidders agree to the following terms:

1. The Agency will not pay for any costs other than those set forth in the Bidder’s response to this RFQ.
2. All bids submitted in response to this RFQ must be valid for a minimum of [ninety (90)] calendar days.
3. Extraneous marketing or promotional materials are discouraged and such information will not be factored into the evaluation of Bidders
4. The Agency will not pay any costs related to Bidder’s bid submission / demonstrations / presentations.
5. Bidders may only propose fully released product versions (e.g., not “alpha” or “beta” release) by the RFQ response deadline.
	* + - 1. **Bid/Response Rejection**

The Agency reserves the right to reject any or all bids (responses), in whole or in part, that are for any reason deemed non-compliant or non-responsive per this RFQ, its attachments or any subsequent changes. The Agency may reject a Bidder’s response when it reasonably determines that the Bidder is not responsible or eligible, as provided under M.G. L. c. 29F s. f. Bidders are advised to check prior to submitting a response to ensure that they have the most recent RFQ files. Bidders may not alter (manually or electronically) the RFQ language or any RFQ component files. Modifications to the body of the RFQ, specifications, terms and conditions, or which change the intent of this RFQ are prohibited and may disqualify a response. The Agency reserves the right not to enter any agreement under this RFQ.

* + - * 1. **Contract Amendments**

The Agency reserves the right to amend this RFQ or any contract resulting from this RFQ. The Agency may negotiate changes to the original performance measures, reporting requirements or payment methodologies tied to performance at any time during the contract duration if they are consistent with the specifications of this RFQ. The Agency reserves the right to negotiate and execute contract amendments with the contractor(s) which the Agency determines as necessary to result in the intent of this RFQ, to amend the specifications for necessary requirements, or to result in a better valued contract. Negotiation would be with the successful contractor(s) of this RFQ. Amendments may include, but are not limited to, contract dollars, contract performance, increased or decreased obligations, scope of work, quantity, etc.

* + - * 1. **Limitations**.

This RFQ does not commit the 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 reserves the right to accept or reject any and all proposals received as a result of this RFQ and to contract for some, all or none of the products and services as a result of this RFQ. The Agency further reserves the right to negotiate with any or all qualified Bidders and to cancel in part or in its entirety this RFQ if it is in the best interest of the Agency or the Commonwealth of Massachusetts to do so.

* + - * 1. **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 now or in the future, for the sole purpose of obtaining an analysis of responses. Any and all respondents may be asked to further explain or clarify in writing areas of their response during the review process. The Agency retains the right to request further information from respondents.

* + - * 1. **Proprietary Notices**.

All bids submitted in response to this RFQ shall be public record. All notices included in such bids to the effect that bid content is confidential or proprietary, that the distribution of such bids is prohibited or that by opening or accepting the bid the Agency is accepting such terms, are null and void, and any portions of the response so marked shall still be considered public record.

Version Control – Do Not Remove or Modify: Based on ITD COTS RFQ Template, May 2014

ATTACHMENT A

Business and Technical Requirements

See MS Excel spreadsheet attached.

ATTACHMENT B

Detailed Cost Response

**BIDDER NAME: [BIDDER COMPLETE]**

**Bidder must complete the following tables/information:**

1. **Maintenance**
	1. Bidder must complete the following table:

[NOTE: The template RFQ reflects the 4-year and 3% maximums; if you make changes to these terms, be sure to reflect them back into the RFQ.]

**TABLE 1**

**MAINTENANCE**

| Product | 1 Year (price per unit for 1 Year) | 3 Years (annual price per unit, priced base on 3 Year commitment) | 4 Years (annual price per unit, priced base on 4 Year commitment) |
| --- | --- | --- | --- |
| [to be filled in by Bidder – specify prices for each maintenance tier offered (e.g., silver, gold, platinum)] |  |  |  |

* 1. Bidder agrees to hold maintenance rates fixed (no price increases) for [four (4) years]: \_\_\_\_ (yes or no – only bids with a “yes” will be considered)
	2. Bidder agrees that the rate of maintenance for each successive year beyond [four (4) years] will not increase more than the following percentage of the rate for maintenance for the previous year: \_\_\_\_% (only bids with percentages of [3%] or less will be considered)

Bidders may offer multiple support schedule options at different prices so that the Agency can select the option that is the best fit.

1. **Services**
	1. Bidder must complete the following table:

**TABLE 2**

**SERVICES**

| Service | Cost |
| --- | --- |
| 1. developing, planning and implementing training of the Agency technical personnel and administrators;
 |  |
| 1. preparing administrative, technical and end user documentation.
 |  |

* 1. Bidder must complete the following table:

**TABLE 3**

**TRAINING CLASSES**

|  |  |  |  |
| --- | --- | --- | --- |
| Class Title / Topic | Notes(pre-requisites, description) | Length of Class | Tuition per Attendee |
|  |  |  |  |

1. **Software Licenses**
	1. Bidder must complete the following tablebased on the license information specified in the section entitled “Software License Description and Maintenance” of the RFQ. All licenses should be itemized [and include any required licenses for, e.g., developers to use proprietary and required integrated development environments / server-side license to run the solution / etc.]. Bidder must include any incremental costs per user for each license type (if applicable). Bidder must also include information on whether there is an enterprise license available and/or required and, if so, list its scope and price. The Agency reserves the right to negotiate the definition of “enterprise.” [NOTE: If Agency has a definition of “enterprise” enter it here – this could be, e.g., the Executive Agency of the Commonwealth of Massachusetts, or it could be a larger or smaller set. Be mindful, however, that the larger the “enterprise,” the more expensive an enterprise license is likely to be.]

The Bidder should specify all relevant attributes in Bidder’s license model. E.g., perpetual, subscription, volume thresholds, server-based, per seat (machine/device-based), processor-based, capacity-based (e.g., some functional/measurable unit, such as # of mailboxes, etc.), etc. [NOTE: Licensing is typically vendor-driven, but if Agency has a specific licensing attribute requirements, then it should list those requirements here so the Bidder can accurately price.]

**TABLE 4**

**LICENSE**

| Description of License | Cost |
| --- | --- |
|  |  |

1. **Reseller Markup**
	1. The above prices must be inclusive of any reseller markup. If the response is submitted through a software or hardware reseller, the reseller must state its markup on the products and services. (only bids with reseller markup fees of [3%] or less will be considered)

**TABLE 5**

**Reseller Markup**

| Identify Product/Service/Maintenance Subject to Markup | Percentage Markup |
| --- | --- |
|  |  |

1. **Oral Presentations / Demonstrations**
	1. Bidder acknowledges and agrees that, as more fully set forth in the RFQ, the Agency will not reimburse for demonstrations/oral presentations and that the Bidder, if conducting an off-premises demonstration/oral presentation, is responsible for those costs. \_\_\_ (only bids with a “yes” response will be considered)

ATTACHMENT C

SaaS Terms

The following legal terms apply to subscriptions to cloud offerings (each referred to as the “Service”) by an eligible entity (“Customer”) within the Commonwealth of Massachusetts (“Commonwealth”). These terms shall supplement any terms provided by the service provider (“Service Provider”). Changes to the terms below that adversely affect the Commonwealth must be approved by legal counsel at the Massachusetts Office of Information Technology; however, terms may be removed without approval if Service Provider’s terms contain similar provisions that are no less protective of the Commonwealth than the provisions contained herein. These terms must be attached to and made part of the executed contract.

**DEFINITIONS**

Cloud offerings include the following:

“Infrastructure-as-a-Service” (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).

“Platform-as-a-Service” (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

“Software-as-a-Service” (SaaS) means the capability provided to the consumer to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**SUBSCRIPTION TERMS**

1. Service Provider grants to Customer a license or right to (i) access and use the Service, (ii) for SaaS, use underlying software as embodied or used in the service, and (iii) view, copy, download (if applicable), and use documentation.

2. No terms, including a standard click-through license or website terms of use or privacy policy, shall apply to Customer unless Customer has expressly agreed to such terms by including them in a signed agreement.

**SUPPORT AND TRAINING**

1. Service Provider must provide technical support via online helpdesk and toll-free phone number, at minimum during Business Hours (Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time), and 24x7x365 if required by Customer and requested prior to contract execution.

2. Service Provider must make training available online to users. Training must be accessible, per the Commonwealth Web Accessibility Standards.

3. All support and training shall be provided at no additional cost to Customer, except for customized support and training expressly requested by Customer.

**SERVICE LEVELS**

Service Provider must provide a Service Level Agreement (SLA) that contains, at minimum, the following terms:

Uptime; scheduled maintenance

1. SLA must include (1) specified guaranteed annual or monthly uptime percentage, at minimum 99.99%; and (2) definition of uptime and how it is calculated.

2. For purposes of calculating uptime percentage, scheduled maintenance may be excluded up to ten (10) hours per month, but unscheduled maintenance and any scheduled maintenance in excess of ten (10) hours must be included as downtime

3. Scheduled maintenance must occur: with at least two (2) business days’ advance notice; at agreed-upon times when a minimum number of users will be using the system; and in no event during Business Hours.

Defects; other SLA metrics

4. SLA must include: (1) response and resolution times for defects; (2) at least three levels of defect classifications (severe, medium, low); and (3) any other applicable performance metrics (e.g., latency, transaction time) based on industry standards.

5. While the Service Provider may initially classify defects, Customer determines final classification of defects.

Remedies

6. SLA must include remedies for failure to meet guaranteed uptime percentage, response and resolution times, and other metrics, which may include fee reductions, credits, and extensions in service period at no cost. Such remedies shall be issued by Service Provider with no action required from Customer.

7. Repeated or consistent failures to meet SLA metrics result in (1) a refund of all fees paid by Customer for the period in which the failure occurred; (2) participation by Service Provider in a root cause analysis and corrective action plan at Customer’s request; and (3) a right for Customer to terminate without penalty and without waiver of any rights upon written notice to Service Provider.

Reports

8. Service Provider will provide Customer with a written report (which may be electronic) of performance metrics, including uptime percentage and record of service support requests, classifications, and response and resolution times, at least quarterly or as requested by Customer. Customer may independently audit the report at Customer’s expense.

9. Representatives of Service Provider and Customer shall meet as often as may be reasonably requested by either party to review the performance of the Service and to discuss technical plans, financial matters, system performance, service levels, and any other matters related to this Agreement.

10. Service Provider will provide to Customer regular status reports during unscheduled downtime, at least twice per day or upon request.

11. Service Provider will provide Customer with root cause analysis within thirty (30) days of unscheduled downtime at no additional cost.

Changes to SLA

12. Service Provider may not change the SLA in any manner that adversely affects Customer or degrades the service levels applicable to Customer, without Customer’s written approval.

**UPDATES AND UPGRADES**

1. Service Provider will make updates and upgrades available to Customer at no additional cost when Service Provider makes such updates and upgrades generally available to its users.

2. No update, upgrade or other change to the Service may decrease the Service’s functionality, adversely affect Customer’s use of or access to the Service, or increase the cost of the Service to Customer.

3. Service Provider will notify Customer at least sixty (60) days in advance prior to any major update or upgrade.

4. Service Provider will notify Customer at least five (5) business days in advance prior to any minor update or upgrade, including hotfixes and installation of service packs, except in the case of an emergency such as a security breach.

**CUSTOMER DATA**

1. Customer retains full right and title to data provided by Customer and any data derived therefrom, including metadata (collectively, the “Customer Data”).

2. Service Provider shall not collect, access, or use user-specific Customer Data except as strictly necessary to provide Service to Customer. No information regarding Customer’s use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Agreement in perpetuity.

3. Service Provider shall not use any information collected in connection with the Agreement, including the Customer Data, for any purpose other than fulfilling its obligations under the Agreement.

4. At no time may any data or processes which either belong to Customer, or are intended for Customer’s exclusive use, be copied, disclosed, or retained by Service Provider for subsequent use in any transaction that does not include Customer.

5. Customer Data must remain at all times within the continental United States. Service Provider must disclose to Customer the identity of any third-party host of Customer Data prior to the signing of this Agreement.

6. Customer may export the Customer Data at any time during the term of the Agreement or for up to three (3) months after the term (so long as the Customer Data remains in the Service Provider’s possession) in an agreed-upon file format and medium.

7. Three (3) months after the termination or expiration of the Agreement or upon Customer’s earlier written request, and in any event after Customer has had an opportunity to export and recover the Customer Data, Service Provider shall at its own expense destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the Customer Data and Customer’s Confidential Information, in whole or in part, and all copies thereof except such records as are required by law. To the extent that any applicable law prevents Service Provider from destroying or erasing Customer Data as described in the preceding sentence, Service Provider shall retain, in its then current state, all such Customer Data then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Agreement, and perform its obligations under this section as soon as such law no longer prevents it from doing so. Service Provider shall, upon request, send a written certification to Customer certifying that it has destroyed the Customer Data and Confidential Information in compliance with this section.

**DATA PRIVACY AND SECURITY**

1. Service Provider must comply with all applicable laws related to data privacy and security.

2. Service Provider shall not access Customer user accounts, or Customer Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Agreement, or at Customer’s written request.

3. Service Provider may not share Customer Data with its parent company, other affiliate, or any other third party without Customer’s express written consent.

4. Prior to contract execution, Service Provider and Customer must cooperate and hold a meeting to determine whether:

a. “Personal data,” as defined in Mass. Gen. Laws c. 66A, will be stored or used in the Service. If so, then Service Provider is a “holder” of “personal data”, as such terms are defined in M.G.L. c. 66A, solely to the extent that the obligations of a holder are applicable to Service Provider’s delivery of services under the Agreement. The Customer remains responsible for all other obligations of a holder set forth in M.G.L. c. 66A.

b. Any sensitive or personal information will be stored or used in the Service that is subject to any law, rule or regulation providing for specific compliance obligations (e.g., M.G.L. c. 93H and 201 CMR 17.00, HIPAA, FERPA, IRS Pub. 1075). If so, then Service Provider must document in the Agreement how the Service complies with such law.

If either of the above is true, then Service Provider and Customer must review the Service specifications to determine whether the Service is appropriate for the level of sensitivity of the data to be stored or used in the Service, and how Customer and Service Provider will comply with applicable laws. Service Provider and Customer must document the results of this discussion and attach the document to the Agreement.

5. Service Provider shall provide a secure environment for Customer Data, and any hardware and software, including servers, network and data components provided by Service Provider as part of its performance under this Agreement, in order to protect, and prevent unauthorized access to and use or modification of, the Service and Customer Data.

6. Service Provider will encrypt personal and non-public Customer Data in transit and at rest.

7. Customer Data must be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Service Provider’s records, information or data for reasons or activities that are not directly related to Customer’s business.

8. In the event of any breach of the Service’s security that adversely affects Customer Data or Service Provider’s obligations with respect thereto, or any evidence that leads Service Provider to reasonably believe that such a breach is imminent, Service Provider shall immediately (and in no event more than twenty-four hours after discovering such breach) notify Customer. Service Provider shall identify the affected Customer Data and inform Customer of the actions it is taking or will take to reduce the risk of further loss to Customer. Service Provider shall provide Customer the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

9. In the event that personally identifiable information is compromised, Service Provider shall be responsible for providing breach notification to data owners in coordination with Customer and the Commonwealth as required by M.G.L. ch. 93H or other applicable law or Commonwealth policy.

10. Service Provider shall indemnify, defend, and hold Customer harmless from and against any and all fines, criminal or civil penalties, judgments, damages and assessments, including reasonable expenses suffered by, accrued against, charged to or recoverable from the Commonwealth, on account of the failure of Service Provider to perform its obligations pursuant to this Section.

**WARRANTY**

At minimum, Service Provider must warrant that:

1. Service Provider has acquired any and all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary for Service Provider to provide the Service to Customer;

2. The Service will perform materially as described in the Agreement;

3. Service Provider will provide to Customer commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with Customer’s access to and use of the Service during the term of the Agreement;

4. The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by Service Provider in its documentation;

5. The Service will be performed in accordance with industry standards, provided however that if a conflicting specific standard is provided in this Agreement or the documentation provided by Service Provider, such specific standard will prevail;

6. Service Provider will maintain adequate and qualified staff and subcontractors to perform its obligations under this Agreement; and

7. Service Provider and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that all software provided under this Agreement shall be free of Trojan horses, back doors, known security vulnerabilities, malicious code, degradation, or breach of privacy or security.

**ACCESSIBILITY**

For SaaS and PaaS, Service Provider must comply with the Commonwealth’s established standards for accessibility as described in a separate attachment. If such attachment is not provided, the Service Provider must request the accessibility terms from Customer. The accessibility terms provide, among other things, that Service Provider must (1) give Customer a VPAT or other results of accessibility testing prior to contract execution; (2) provide Customer with access to the Service so that Customer can conduct accessibility testing, and cooperate with Customer or third party accessibility testing of the Service; and (3) make available, both prior to and during the course of the engagement, Service Provider personnel to discuss accessibility and compliance with the Commonwealth’s accessibility standards.

**SUBCONTRACTORS**

1. Before and during the term of this Agreement, Service Provider must notify Customer prior to any subcontractor providing any services, directly or indirectly, to Customer under this Agreement that materially affect the Service being provided to Customer, including: hosting; data storage; security and data integrity; payment; and disaster recovery. Customer must approve all such subcontractors identified after the effective date of the Agreement.

2. Service Provider is responsible for its subcontractors’ compliance with the Agreement, and shall be fully liable for the actions and omissions of subcontractors as if such actions or omissions were performed by Service Provider.

**DISASTER RECOVERY**

1. Service Provider agrees to maintain and follow a disaster recovery plan designed to maintain Customer access to the Service, and to prevent the unintended destruction or loss of Customer Data. The disaster recovery plan shall provide for and be followed by Service Provider such that in no event shall the Service be unavailable to Customer for a period in excess of twenty-four (24) hours.

2. If Customer designates the Service as mission-critical, as determined by Customer in its sole discretion: (1) Service Provider shall review and test the disaster recovery plan regularly, at minimum twice annually; (2) Service Provider shall back up Customer Data no less than twice daily in an off-site “hardened” facility located within the continental United States; and (3) in the event of Service failure, Service Provider shall be able to restore the Service, including Customer Data, with loss of no more than twelve (12) hours of Customer Data and transactions prior to failure.

**RECORDS AND AUDIT**

1. Records. Service Provider shall maintain accurate, reasonably detailed records pertaining to:

(i) The substantiation of claims for payment under this Agreement, and

(ii) Service Levels, including service availability and downtime.

2. Records Retention. Service Provider shall keep such records for a minimum retention period of seven (7) years from the date of creation, and will preserve all suchrecords forfive (5) years after termination of this Agreement. No applicable records may be discarded or destroyed during the course of any litigation, claim, negotiation, audit or other inquiry involving this Agreement.

3. Audit of Records. Customer or its designated agent shall have the right, upon reasonable notice to Service Provider, to audit, review and copy, or contract with a third party to audit, any and all records collected by Service Provider pursuant to item (1) above, as well as any other Service Provider records that may reasonably relate to Customer’s use of the Service, no more than twice per calendar year. Such records will be made available to Customer at no cost in a format that can be downloaded or otherwise duplicated.

**TRANSITION ASSISTANCE**

1. Service Provider shall reasonably cooperate with other parties in connection with all services to be delivered under this Agreement, including without limitation any successor provider to whom Customer Data is to be transferred in connection with termination. Service Provide shall assist Customer in exporting and extracting the Customer Data, in a format usable without the use of the Service and as agreed to by Customer, at no additional cost. Any transition services requested by Customer involving additional knowledge transfer and support may be subject to a separate transition SOW on a time and materials basis either for a fixed fee or at rates to be mutually agreed upon by the parties.

2. If Customer determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Service Provider and Customer shall jointly create a written Transition Plan Document identifying transition services to be provided and including an SOW if applicable. Both parties shall comply with the Transition Plan Document both prior to and after termination as needed.

ATTACHMENT D

**ACCESSIBILITY OBLIGATIONS FOR RFQ BIDDERS**

The successful Bidder (referred to herein as the “Vendor”) must comply with the Commonwealth’s established standards for accessibility as described herein.

**Overview**

The Commonwealth is legally obligated under multiple federal laws, its own Constitution, state statute and Governor-issued Executive Orders 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 should thoroughly review the detailed accessibility obligations below. As a brief summary, Bidders and the Vendor must:

Prior to contract execution

Provide a VPAT or accessibility testing results for any pre-existing software, including Third Party Software, that Vendor is delivering to the Commonwealth

If Vendor is delivering a SaaS offering, provide access to the offering for accessibility testing

Cooperate with the Commonwealth on addressing accessibility issues and entering into a mitigation letter if necessary

After contract execution

* Build accessibility into every phase of the project
* Collaborate with the Commonwealth and the AAC on accessibility issues
* Test for accessibility before delivery and include testing results with all deliveries
* Cooperate with the Commonwealth’s accessibility testing after delivery
* Work to resolve any issues identified in testing and in the mitigation letter

**Definitions**

“**Accessibility Audit Testing**” is accessibility testing conducted on the Commonwealth’s behalf by a third party testing vendor engaged and paid for by the Commonwealth (an “**Accessibility Testing Vendor**”), as opposed to accessibility testing conducted by Vendor.

The “**AT/IT List**” is the Assistive Technology (“**AT**”)/Information Technology (“**IT**”) Environment List, which may be attached to the Solicitation or available at www.mass.gov/accessibility/.

“**End User Deliverables**” are any software, documentation, and other interfaces or materials, and any configuration, implementation, or customization thereof, used by end users (which may include internal end users, such as Commonwealth employees and contractors, and external end users, such as Commonwealth residents) and delivered by Vendor under the Solicitation. End User Deliverables include, without limitation: any configuration, implementation, or customization of Third Party Software or vendor software; and any updates, new releases, versions, upgrades, improvements, bug fixes, patches or other modifications to software.

“**Enterprise Accessibility Standards**” are the Enterprise Information Technology Accessibility Standards and the MassIT Web Accessibility Standards Version 2, available at [www.mass.gov/accessibility/](http://www.mass.gov/accessibility/).

“**Solicitation**” refers to a Request for Response (RFR), Request for Quotes (RFQ), or other request for services to which these terms apply.

The term “**software**,” as used in these accessibility requirements, includes without limitation commercial off-the-shelf software (“COTS”) and software as a service or other cloud-based software (“SaaS”).

“**Third Party Software**” is software not published by Vendor.

A “**VPAT**” is a Voluntary Product Accessibility Template based on the standardized form developed by the Information Technology Industry Council. A VPAT shows how a software product meets key regulations of Section 508 of the Rehabilitation Act, which requires all agencies and departments of the U.S. federal government to make electronic information and technology accessible to federal employees and members of the public with disabilities.

**Accessibility Obligations**

* + 1. Compliance with Commonwealth Standards

Vendor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Vendor, and in any software published by Vendor and delivered under this Solicitation.

Vendor shall ensure that all End User Deliverables adhere to the current version (as of the date of this Solicitation) of the Enterprise Accessibility Standards and interoperate with the environments listed on the AT/IT List. Vendor is encouraged to measure accessibility compliance using the World Wide Web Consortium's Web Content Authoring Guidelines, version 2, level AA (the WCAG2 Standards), as defined at http://www.w3.org/WAI/intro/wcag.php, in place of (1) Section 2, Technical Standards – Applications of the Enterprise Information Technology Accessibility Standards, and (2) Sections 1 through 5 and Section 8 of the MassIT Web Accessibility Standards.

Vendor must ensure that accessibility and usability are addressed at every stage of the project. At the commencement of any project under this Solicitation, prior to beginning any significant design or implementation work, Vendor’s project manager shall meet with the Commonwealth’s project manager and appropriate resources to review the Enterprise Accessibility Standards, the AT/IT List, and any accessibility guidance provided by software vendors, in order to discuss their impact on the project. On an ongoing basis, Vendor must incorporate accessibility testing into all test plans, and include users of assistive technology in end user testing.

* + 1. Accessibility Testing Vendors

The Commonwealth shall hire a third party Accessibility Testing Vendor to conduct Accessibility Audit Testing for this project. The Accessibility Testing Vendor will test each End User Deliverable against the Enterprise Accessibility Standards, and for interoperability with the AT and the IT environment described in the AT/IT List. Vendor shall cooperate with the Accessibility Testing Vendor.

The Accessibility Testing Vendor’s testing will be in addition to Vendor’s own accessibility testing. Vendor may either use its internal resources or may hire its own third party accessibility testing vendor to conduct testing.

* + 1. Accessibility Advisory Committee (AAC)

The Commonwealth and Vendor will collaborate and communicate throughout the process of creating the End User Deliverables with any vendors of Third Party Software, and with the Accessibility Advisory Committee. The AAC shall be comprised of at least one representative from each Vendor and the Commonwealth, and representatives of certain agencies designated by the Commonwealth such as the Massachusetts Office on Disability, Executive Department disability coordinators, Massachusetts Rehabilitation Commission, Massachusetts Commission for the Blind and Massachusetts Commission on the Deaf and Hard of Hearing.

The AAC shall convene its first meeting no later than ten (10) calendar days after the Effective Date of any Contract entered under this Solicitation. Following this initial meeting, the AAC shall meet as mutually agreed to by the Commonwealth and Vendor in consultation with the AAC, but at a minimum, once a quarter. The purpose of these meetings shall be to prioritize the list of accessibility defects identified by the Vendor and/or the Commonwealth (through its Accessibility Testing Vendor), discuss any questions relating to accessibility testing and accessibility requirements, and to ensure that any concerns raised by a member of the AAC or a third party regarding accessibility of the Services are discussed, identified and addressed.

* + 1. Training and Documentation

Vendor shall coordinate with the Commonwealth and the AAC in the identification of all prospective attendees at Vendor training who require accommodation, and shall cooperate with the Commonwealth in its provision of such accommodation.

All administrator and end user documentation and any training materials delivered by Vendor under this Solicitation (whether in a classroom or online) must be accessible to users with disabilities, and must include alternative keyboard commands wherever a mouse command is specified. All such materials delivered under this Solicitation and wholly owned by the Commonwealth shall be in an agreed-upon editable format.

* + 1. Testing

Accessibility testing must be incorporated as part of Vendor’s overall quality assurance process. Vendor shall test end user software for accessibility during any or all of unit testing, integration testing, final acceptance testing and system testing.

* 1. Testing of End User Deliverables

Vendor shall test every End User Deliverable against the Enterprise Accessibility Standards, and for interoperability with the AT and IT environments listed in the AT/IT List. Vendor shall resolve any problems identified in such testing prior to delivering the End User Deliverable to the Commonwealth. Vendor shall deliver to the Commonwealth the results of the final testing, with all accessibility problems resolved, at the same time it delivers the End User Deliverable. The Commonwealth will conduct its own Accessibility Audit Testing of the End User Deliverables following delivery by Vendor.

* 1. Testing of Third Party Software

While Vendor is obligated to test any configuration, customization, or other modification it makes to Third Party Software, Vendor is not responsible for testing out-of-the-box, non-configured third party software for which accessibility testing has already been conducted and test results have already been provided to the Commonwealth in the form of a satisfactory VPAT provided in response to this Solicitation.

If Vendor is recommending or providing Third Party Software in response to this Solicitation, Vendor is responsible for working with the Commonwealth and the publisher of such Third Party Software to identify and resolve accessibility issues. However, if Vendor is configuring, installing, or otherwise working with Third Party Software that the Vendor did not recommend or provide to the Commonwealth, Vendor is not responsible for accessibility issues for such Third Party Software that are not related to Vendor’s configuration, customization, or other modification of such Third Party Software.

* + 1. Failure to Comply; Repeat Testing

Following Vendor’s testing described above, the Commonwealth will conduct Accessibility Audit Testing on the End User Deliverables to determine compliance with the Enterprise Accessibility Standards and interoperability with the environments listed on the AT/IT List. If any End User Deliverables fail the Commonwealth’s initial post-delivery Accessibility Audit Testing, Vendor shall provide a credit to the Commonwealth for any repeat Commonwealth Accessibility Audit Testing that is needed. Such credits shall not exceed 5% of either (1) the total fixed price due Vendor under the initial contract resulting from this Solicitation, or (2) the total not-to-exceed amount of the initial contract resulting from this Solicitation if entered under a time and materials basis.

* + 1. VPAT and Mitigation Letters

Prior to Contract execution, Vendor must provide VPATs for any existing Vendor and third-party software with which end users will interact. With respect to software for which Vendor cannot provide satisfactorily detailed VPATs, Vendor shall provide any alternative accessibility testing information or test results to which it has access.

If the Commonwealth determines that accessibility issues exist but can be resolved or mitigated after Contract execution, the Commonwealth may at its discretion file a request for a mitigation letter with MassIT’s Director of Assistive Technology. A mitigation letter is not a waiver of accessibility obligations, but rather a roadmap that contains a list of accessibility issues and the vendor’s commitment to cooperate with the Commonwealth in resolving or mitigating the issues within a reasonable time following contract execution. Any mitigation letter shall become part of the Contract resulting from this Solicitation.

* + 1. Additional Terms for SaaS Vendors
1. For SaaS offerings, the Commonwealth reserves the right to test for accessibility or to engage a third party Accessibility Testing Vendor to conduct Accessibility Audit Testing at the Commonwealth’s expense prior to scoring and selecting a vendor. Bidders must cooperate with the Commonwealth and the Accessibility Testing Vendor, including providing appropriate access to the applicable cloud products for such testing. The results of any such accessibility testing, the VPAT or other accessibility documentation provided by the Vendor, and the cooperation of the Bidder, will be taken into account in scoring and selecting a Vendor.
2. Upon request, Vendor must provide the Commonwealth with accessibility-related content in the technical reference manual or program documentation for the applicable cloud product.
3. In connection with its accessibility testing as permitted above, the Commonwealth shall have the right to configure the applicable cloud product in accordance with the technical reference manual or program documentation for the Commonwealth’s accessibility needs.
4. If Vendor is a SaaS provider with over 500,000 users for the SaaS offering bid in response to this Solicitation, the Commonwealth will negotiate with Vendor a commercially reasonable time for compliance with the Enterprise Accessibility Standards and interoperability with the environments on the AT/IT List.
	* 1. Prioritizing and Remediating Accessibility Issues

Vendor shall collaborate with the Commonwealth, the AAC and the Accessibility Testing Vendor to prioritize accessibility defects based on severity.

Vendor shall be responsible for curing each instance identified by the Commonwealth or by its own accessibility testing in which the End User Deliverables fail to comply with the Enterprise Accessibility Standards or interoperate with the environments specified on the AT/IT List. Accessibility issues which pose a very minor inconvenience to disabled users but do not prevent them from using the software may not need to be remediated. Correction of accessibility issues may require, among other things, writing new core code, shutting off inaccessible features, providing users with third party software in addition to their assistive technology, or providing disabled users with an alternative pathway to the inaccessible feature or the business process that it automates.

* + 1. Ongoing Maintenance

If the Vendor has agreed to perform maintenance for the Commonwealth, Vendor’s obligations above apply to its performance of maintenance. During the maintenance period, unless otherwise agreed in writing by Vendor and the Commonwealth, Vendor must ensure that the system continues to interoperate with the environments specified on the AT/IT List, including any changes to the AT/IT List that occur during the maintenance period, and must collaborate with the Commonwealth and any pertinent Third Party Software vendor and Accessibility Testing Vendor to correct any problems identified regarding interoperability.

ATTACHMENT E

ITS42 Reseller Certification Letter
(To be signed by reseller and submitted with bid,
only if bidder is a software publisher contracting with a reseller under ITS42)

[Official Company Letterhead]

[Date]

[Issuer Name]

[Issuer Address]

Dear Mr./Ms. [Issuer Last Name]:

This letter affirms that our company has formally engaged with [Software Publisher Company Name] under the terms and conditions of Statewide Contract ITS42 Software Resellers for the purpose of responding to [RFQ Number and Title].

Our company has provided [Software Publisher Company Name] a pricing quote for [Product Name] in conformance with the terms and conditions of ITS42 for submission as part of their response to this RFQ. Our company hereby affirms its willingness to sign a three way agreement consistent with the requirements of ITS42 in conjunction with providing the software and services as proposed in [Software Publisher Company Name]’s bid.

Thank you,

Name

Title

Authorized ITS42 Software Reseller Company Name