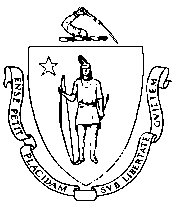
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| **Commonwealth of Massachusetts Office of the Treasurer and Receiver General Bank Fee Analysis Software Request for Response 2014** |
| **RFR Number: TRE Bank Fee Analysis Software RFR 2014** |
| **Office of the Treasurer and Receiver General** |
|  |
| **May 19, 2014** |

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**Request for Response**

**Office of the Treasurer and Receiver General**

**Address:** One Ashburton Place, 12th Floor, Boston, MA 02108

**Telephone #:** (617) 367-9333; Ext. 307

**Internet Address:** <http://www.mass.gov/treasury>

**RFR File Name/Title:** TREBank Fee Analysis Software RFR 2014

**RFR File Number:** TREBank Fee Analysis Software RFR 2014

**RFR Contact Person:** Jameel Moore

1. SUMMARY AND PURPOSE

The Treasurer and Receiver-General of the Commonwealth of Massachusetts, requests responses from qualified companies interested in providing Bank Fee Analysis Software to the Office of the Treasurer and Receiver General. More detailed descriptions of these services are set forth under Section VI.A. "SCOPE OF SERVICES.”

Software companies submitting responses are subject to the provisions in SECTION IV (“SPECIFICATIONS, REQUIREMENTS & COMPONENTS’) and must meet the PHASE I requirements/criteria detailed in Section V, Subsections A & B (“LEGAL AND OTHER REQUIREMENTS” and (“MANDATORY ATTACHMENTS AND ENCLOSURES”).

1. GENERAL INFORMATION

The Office of the Treasurer and Receiver General (the “Treasury”) is exempt from 801 Code of Massachusetts Regulations (“CMR”) 21.00: Procurement of Commodities and Services. The Treasury has opted to follow these regulations to the maximum extent possible in this RFR. All terms, conditions, requirements and procedures included in this RFR must be met for a response to be qualified as responsive. A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. The Treasury reserves the right to modify, amend or cancel the terms of the RFR at any time. Unless otherwise specified, all communications, responses and documentation regarding this RFR must be in English, all measurements must be provided in feet, inches and pounds and all cost proposals or figures in U.S. Currency. All responses must be submitted in accordance with the specific terms of this RFR. All responses shall be comprised of one (1) original paper copy, with two (2) additional paper copies and four (4) electronic copies on either memory stick/CD(s).

This RFR is in accordance with the World Trade Organization Government Procurement Agreement.

1. RFR CALENDAR, INSTRUCTIONS AND EVALUATION PROCESS
   1. RFR CALENDAR/TIMELINE

The following is the tentative time schedule for the Treasury’s search for a vendor to provide Bank Fee Analysis Software. All dates are subject to modification by the Treasury with notice.

* Issuance of RFR May 19, 2014
* Question Deadline May 27, 2014
* **Post Answers to Bidder Questions May 30, 2014**

(Posted on: COMMBUYS ( <https://www.commbuys.com> ) & (<http://www.mass.gov/treasury/about/procurements> )

* **RFR Response Deadline June 6, 2014 at 1:00 PM**
* **Oral Presentations (OPTIONAL) June 9, 2014** (estimated schedule subject to change)
* Approximate Contract Award Date TBD

\*Note: Please submit all questions concerning this RFR to the RFR Contact Person, in writing or electronically (NO TELEPHONE CALLS), Jameel Moore, Legal and Financial Analyst, [procurements@tre.state.ma.us](mailto:procurements@tre.state.ma.us). Please address the subject to the following ATTN: “*TRE Bank Fee Analysis Software 2014*”. Do not contact any other member of the Treasury.

* 1. RFR INSTRUCTIONS
     1. Response Submission: One (1) original paper copy, two (2) additional paper copies and four (4) memory stick/CD(s) of the Bidder’s responses and attachments must be delivered in the same sealed package no later than June 6, 2014 at 1:00 PM EDT.
        1. The original submission should be signed in blue ink as to make it easily distinguishable from the other copies.
        2. Responses and attachments received after this deadline date and time will not be evaluated. A facsimile response will not qualify as a “submission” for deadline purposes in advance of or in lieu of a hard copy submission.

Responses and attachments are to be delivered to:

Jameel Moore

Legal and Financial Analyst

Office of the Treasurer and Receiver General

ATTN: “TRE Bank Fee Analysis Software RFR 2014”

One Ashburton Place, 12th Floor

Boston, MA 02108

* + 1. **RFR Questions**: Questions concerning the RFR must be submitted to the RFR Contact Person in writing or electronically (NO TELEPHONE CALLS):

Jameel Moore

Legal and Financial Analyst

Office of the Treasurer and Receiver General

ATTN: “TRE Bank Fee Analysis Software RFR 2014”

One Ashburton Place, 12th Floor

Boston, MA 02108

E-mail Address: [procurements@tre.state.ma.us](mailto:procurements@tre.state.ma.us)

* + 1. **Cost Proposal**:
       - 1. The Cost Proposal may be submitted in the same package as the rest of the response, however, it must be submitted under separate cover and in a separate sealed envelope labeled “Cost Proposal”, no later than June 6, 2014 at 1:00 PM EDT.
         2. NO COST INFORMATION SHALL BE INCLUDED ANYWHERE IN THE RESPONSE EXCEPT IN A SEPARATE SEALED ENVELOPE.
         3. \*\*Failure to meet this requirement may result in disqualification of the bid. (*See Section III.B.6.*)
         4. Do not include the cost proposal on the electronic copies submitted on the separate CD or memory sticks.
    2. **Response Format:** Failure to follow these formatting requirements may result in the disqualification of the Bidder’s response. Bidders are required to use the RFR Response Template provided by double clicking the icon below (when viewed using MS Word) or also can be downloaded from COMMBUYS. The RFR Response Template contains all required elements of a valid proposal response as indicated below:



* + - 1. Cover Letter
      2. Executive Summary
      3. Legal and Other Requirements
      4. Representations and Warranties
      5. Phase Two Questionnaire(s)
      6. Mandatory Attachments
      7. **Cost Response (Separate envelope)**
    1. **Response Provisions**: When responding to this RFR, companies should take note of the following provisions:
       1. The Treasury reserves the right to request additional information from Bidders responding to this request. Additionally, upon reviewing the responses the Procurement Management Team (“PMT”) may decide to have firms make oral presentations. Further, the PMT reserves the right to limit the number of oral presentations.
       2. The Treasury reserves the right to reject any and all responses to this request, to waive any minor informality in a response, to request clarification of information from any Bidder responding, and to effect any agreement deemed by the Treasury to be in the Commonwealth’s best interest with one or more of the Bidders responding. The Treasury reserves the right to amend or cancel this RFR at any time.
       3. All responses and their contents will become the sole property of the Commonwealth/Treasury upon receipt by it and will not be returned to the Bidder.
       4. The Treasury will not reimburse any Bidder for any costs associated with the preparation or submittal of any response to this request or for any travel and/or per diem incurred in any presentation of such responses.
       5. The narrative response should address all items included in each section of the Technical Proposal.
       6. The written response to Phase II Questionnaire (Scope of Services) shall be limited to replies totaling no more than 10 pages, double-sided (a total of 20 pages single sided page equivalents) per proposal. The mandatory attachments and other supporting documentation are excluded from the 10-page maximum. Any response over 10 pages excluding the requested attachments and exhibits may not be considered. The 10 pages must be single spaced; submitted in 12-point font; with at least three-quarter inch margins left and right and one-inch margins top and bottom. Additionally, the response must be printed on three-hole punched paper.
    2. Disqualification of Responses:
       1. Late Proposals: Proposals that are received after the deadline date and time shall be automatically disqualified.
       2. Non-responsive Proposals: A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Non-responsive proposals shall include, but not be limited to those, which fail to address or meet any mandatory item, and those submitted in insufficient number, or in incorrect format.
       3. Collusion: Collusion by two or more Bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of this contract. Bidders will be required to complete a “Certificate of Non-Collusion” as one of the mandatory attachments to this RFR.
       4. Debarred Bidders or Subcontractors: A Bidder, who is currently subject to any Commonwealth or federal debarment order or determination, shall not be considered for evaluation by the PMT. If a Bidder’s proposal is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. Proposals that indicate that subcontractors will be used but do not rely on any specifically named subcontractor shall not be deemed unresponsive if the disqualification of a proposed subcontractor will not materially alter the proposal.
  1. RFR EVALUATION PROCESS

Evaluation Process: The RFR Evaluation Process will be conducted in three phases. A review team consisting of staff from the Treasury will complete the Phase One Review for all proposal submissions. The purpose of the Phase One Review is to eliminate any bids that are non-responsive to the requirements of the RFR. Bids that are deemed to be qualified based on the Phase One Review will be submitted to the PMT for additional review. The PMT will consist of staff from the Treasury. The PMT will make a recommendation to the Treasurer and Receiver General who will then accept or reject the recommendation. The Treasurer and Receiver General will make the final selection decision. (Phase One, Phase Two and Phase Three of this RFR will be evaluated separately.)

Phase One Review: Bidders’ responses will be reviewed based on listed criteria and completeness of response, including mandatory attachments and compliance to submission criteria. Bids that do not comply with these components will be rejected and will not proceed to Phase Two Review. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Staff at the Treasury will conduct this portion of the review.

Phase Two Review: Scoring criteria for the evaluation of the proposals will be as follows:

* 25% Overview (Company, Benefits of System, Acquisition and Installation)
* 15% Training, Implementation and Support
* 15% Maintenance
* 35% Using the product
* 5% Treasury Supplier Diversity Program The Treasury is committed to developing and strengthening Minority and Women-Owned Business Enterprises (M/WBEs) and expanding equal opportunity in the primary and any secondary industries affected by this RFR. Consequently, the Treasury requires all responsive Bidders to submit a *Treasury Supplier Diversity Program Plan Form* (“TSDP Plan Form”) with its response. Bidders that clearly demonstrate the intent to further the development of M/WBEs or the existence of a relationship, which does further these goals, will receive favorable consideration from the PMT. Additionally, a Bidder, which is a Massachusetts SDO certified vendor, may be found “Advantageous”, based on the Bidder’s Massachusetts certification status.
* 5% Invest in Massachusetts The Treasury encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. Consequently, all responsive Bidders/Proposers must submit with their bids an *Invest in Massachusetts Data Form* (“IMD Form”).

Phase Three Review: Scoring criteria for the evaluation of the proposals will be as follows.

* **85% Phase Two Criteria** The total Phase Two score will represent 85% of the Phase Three score.
* 15% Cost Proposal: The Phase Two score will represent 15% of the Phase Three score.

1. SPECIFICATIONS, REQUIREMENTS AND COMPONENTS
2. RFR REQUIRED SPECIFICATIONS
   * 1. Alternatives: Unless otherwise specified, Bidders should submit responses proposing alternatives that provide equivalent, better or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Treasury will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified. Contractors may also propose alternatives for equivalent, better or more cost-effective performance than specified under the Contractor’s original response to enable the department to take advantage of enhanced technologies, commodities or services that become available during the term of the contract.
     2. Best Value Selection and Negotiation: The PMT and/or the Treasurer and Receiver General may select the response(s) that demonstrates the “Best Value” overall, including proposed alternatives that will achieve the procurement goals of the Treasury. The PMT and/or the Treasurer or Receiver General and the selected Bidder, or Contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Bidder's or Contractor’s response, which results in lower costs or in a more cost-effective or better value than was presented in the selected Bidder’s or Contractor’s original response.
     3. Bidder Communication: Bidders are prohibited from communicating directly with any employees of the Treasury or any member of the PMT regarding this RFR, except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through COMMBUYS. \*Failure to observe this rule may result in disqualification.
     4. Brand Name or Equal: Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any service. The Treasury will consider clearly identified offers of substantially equivalent services submitted in response to such reference.
     5. COMMBUYS Market Center. COMMBUYS is the official source of information for this RFR and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the RFR, as referenced in COMMBUYS, and are incorporated into the RFR and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this RFR via COMMBUYS. RFR Q&A supports Bidder submission of written questions associated with a RFR and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

* Any amendments, addenda or modifications to this RFR, and
* Any RFR Q&A records related to this RFR.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a response based on an out-of-date RFR or on information received from a source other than COMMBUYS.

Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, its specifications, or terms and conditions, which change the intent of this RFR are prohibited and may disqualify a response.

* + 1. COMMBUYS Subscription. Bidders may elect to obtain a free COMMBUYS Seller subscription which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, in order to respond to a Bid, Bidders must register and maintain an active COMMBUYS Seller subscription account.

All Bidders submitting a response to this RFR agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) Bidder understands and acknowledges that all references to the Comm-PASS website or related requirements throughout this RFR, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

* + 1. Conflict of Interest: Prior to award of any contract, the Vendor shall certify in writing to the procuring agency that no relationship exists between the Vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Vendor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Treasury may waive this provision, in writing, if these activities of the Vendor will not be adverse to the interests of the Commonwealth. No official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The Bidder shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

* + 1. Costs: Costs that are not specifically identified and defined in the Bidder's response, and accepted by a department as part of a Contract, will not be compensated under any Contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.
    2. Electronic Communication/Update of Bidder’s/Contractor’s Contact Information: It is the responsibility of the prospective Bidder and awarded Contractor to keep current the E-mail address of the Bidder’s contact person and prospective contract manager, if awarded a contract, and to monitor that E-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder’s/awarded Contractor’s designated E-mail address is not current, or if technical problems, including those with the prospective Bidder’s/awarded Contractor’s computer, network or Internet service provider (ISP) cause E-mail communications sent to/from the prospective Bidder/awarded Contractor and the PMT to be lost or rejected by any means including E-mail or spam filtering.
    3. Environmental Response Submission Compliance: In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

1. All copies should be printed double-sided.
2. All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
3. Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
4. Bidders should submit materials in a format that allows for easy removal and recycling of paper materials.
5. Bidders are encouraged to use other products that contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, envelopes, boxes, etc. Where appropriate, Bidders should note which products in their responses are made with recycled materials.
6. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.
   * 1. Estimated Provisions: The Treasury makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates and/or past or current procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
     2. Minimum Bid Duration: Bidder responses/bids made in response to this RFR must remain in effect for 120 days from the date of bid submission and thereafter until either the Bidder withdraws the response in writing, a contract is executed or the procurement is canceled, whichever occurs first.
     3. Public Records: All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, Massachusetts General Laws (M.G.L.), Chapter 66, Section 10, and Chapter 4, Section 7, subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

Bidders are advised that all proposals are deemed sealed, and therefore their contents will be treated as confidential and will not be disclosed to competing Bidders until the evaluation process has been completed and the contract has been awarded.

* + 1. Reasonable Accommodation: Bidders with disabilities that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. A Bidder requesting accommodation may be required to confirm his or her request in writing to the contact person. The request must state that it is based on a disability and specifically identify the accommodation desired. Although entities of the Commonwealth will make all reasonable efforts to accommodate the requests of Bidders with disabilities, they reserve the right to reject unreasonable requests.
    2. Restriction on the Use of the Commonwealth Seal: Bidders and Contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes are prohibited by law.
    3. Prohibition against Selling or Distributing Information: Any Bidder awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the contract and/or procurement process, including lists of participating or eligible Commonwealth of Massachusetts employee names, telephone numbers, E-mail addresses or addresses.
  1. COMPONENTS OF PROCUREMENT
     1. Acquisition Method:

\_\_\_\_\_\_\_ Outright Purchase \_\_\_\_\_\_\_ Fee for Service

X License \_\_\_\_\_\_\_ Tax-exempt Lease Purchase

\_\_\_\_\_\_\_ Lease Purchase \_\_\_\_\_\_\_ Term Lease

\_\_\_\_\_\_\_ Rental (not to exceed 6 months) \_\_\_\_\_\_\_ Other (specify)

* + 1. Contract Guidelines:

**X** Only Office of the Treasurer and Receiver General may contract under RFR

Option to allow other Departments/political subdivisions to contract under RFR

Statewide Contract

Multi-Office of the Treasurer and Receiver General User Contract

Pre-Qualification List

* + 1. Anticipated Expenditures, Funding or Compensation for Expected Duration: Subject to selected Bidder’s quotes and rates, subject to negotiation.
    2. Contract Performance and Business Specifications:
       1. Evaluation and Selection of Contractor. The Treasury shall have sole authority to evaluate and make the final selection of Bidder(s) pursuant to this RFR. The selection will be made after evaluation of both technical and cost proposals by the PMT and final approval by the Treasurer and Receiver General.
       2. Change in Terms. The Treasury reserves the right to modify the specifications identified in the RFR at any time prior to the closing date. The Treasury reserves the right to negotiate with the selected Bidder(s) as to any element of cost or performance, including without limitation, elements identified in the RFR and/or the selected Bidder’s response in order to achieve the best value for the Commonwealth. The Treasury reserves the right to request from any Bidder a “best and final offer” as to the Bidder’s proposal or cost proposal.
       3. Termination or Suspension. Contractor’s services may be terminated or suspended from the Treasury’s contract for poor performance, failure to perform, fraud or other cause with two (2) weeks prior written notice by the Treasury. Contractors may be terminated from the contract without cause with thirty (30) days prior written notice. The Contractor may not terminate the contract or performance thereunder except upon a minimum of 180 days written notice to the Treasury. Other terms regarding contract termination are subject to negotiation between the selected Bidder(s) and the Treasury.
       4. Permits and Compliance. The Contractor shall procure and pay for all permits, licenses and approvals necessary to perform the services solicited in this RFR. The Contractor shall comply with all applicable laws, ordinances, rules, orders and regulations related to the performance of the services solicited.
       5. Rejection of Proposals. The Treasury reserves the right to reject any and all proposals submitted under this solicitation.
       6. Fees Subject to Treasury Signatory Authorization. All fees must be approved by the Treasurer and Receiver General or his designee and are subject to verification of performance.
       7. Confidentiality Policy Regarding Bidder’s Support Staff and/or Vendors. The Treasury may require Bidders’ support staff or outside vendors to sign a confidentiality agreement for the confidential information they will have or have access to.
       8. Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are held to the same reimbursable cost standards as Contractors.
       9. Contract Expansion. If additional funds become available during the contract duration period, the Treasury reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with Contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.
       10. Concurrent Contracts Running (Renewals and Transitions). The Treasury shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year or if satisfactory performance by the Contractor does not ensue. The Treasury will also have the right to sole discretion in exercising an option to renew, which will not be subject to Contractor acceptance or agreement. If at any time the contract is cancelled, terminated or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent Contractor.
       11. Pricing: Federal Government Services Administration (GSA) or Veteran’s Administration Supply. The Commonwealth reserves the right to request from the successful Bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran’s Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager. The Commonwealth requires the same rate if it is more favorable.
       12. Pricing: Price Limitation. The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

PHASE ONE

1. REQUIREMENTS

Compliance with all criteria listed below is mandatory in order for a bid to be accepted for further review. Lack of compliance will automatically disqualify the Bidder.

The Bidder’s response should be "yes" or "no" for each mandatory requirement followed by a detailed statement of explanation.

* 1. LEGAL AND OTHER REQUIREMENTS

As required in the RFR Response Template pages 7-8.

* 1. MANDATORY ATTACHMENTS AND ENCLOSURES

Phase One of the Bidder’s response shall include the completed mandatory attachments listed in the RFR Response Template pages 13-27. The RFR Response Template and the subject forms can also be found on COMMBUYS with this RFR. All mandatory attachments should be signed by an individual with the authority to bind the Firm, and the “originals” should have an original signature in blue ink.

**PHASE TWO – QUESTIONNAIRE**

1. SCOPE OF SERVICES

\*See RFR Response Template pages 10-12. Please note, the scope of services questionnaire must be fully completed.

PHASE THREE

1. COST PROPOSAL

\*See RFR Response Template pages 25-27. Please ensure Cost Proposal is submitted in a separate envelope.