THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

DEPARTMENT OF FIRE SERVICES

P.O. BOX 1025 - 1 STATE ROAD, STOW, MA 01775

Request for Response (RFR)

Critical Incident Stress Management Funding
Agency Document Number: # DFS-CISM-2024

Initial responses are due by: June 23, 2023 @ 2:00 p.m.*

*This is a rolling enrollment bid. Responses may be submitted at anytime throughout the duration of the contract.

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on COMMBUYS (www.COMMBUYS.com). All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

SECTION 1: DESCRIPTION OF PROCUREMENT

The purpose of this RFR is to provide funding to Critical Incident Stress Management (CISM) teams in Massachusetts to ensure that first responders and their families have access to quality CISM services. This is a pre-qualification solicitation. CISM teams awarded a contract through this RFR will be eligible to receive funding on an annual basis to support administrative and operational expenses necessary to develop and maintain effective CISM organizations. The Department of Fire Services (DFS) will solicit funding requests from all contract recipients and make funding level determinations each year. A contract award does not guarantee that funding will be awarded each year.

This is a small procurement targeted to small businesses participating in the Commonwealth's Small Business Purchasing Program (SBPP). The Department intends to evaluate bid responses from and to award a contract to a SBPP-participating business(es) who submit a bid that meets or exceeds the solicitation criteria only. Subcontracting in these types of procurements is limited to no more than 20% of the value of the contract, unless it is with another SBPP registered participant. If determined that there is inadequate SBPP capacity, or no SBPP-participating vendors provide a responsive bid, the Department will evaluate and award bid responses received from non-SBPP businesses. To determine eligibility and to participate in the SBPP, please review the requirements and general program information at www.mass.gov/sbpp.

SECTION 2: ACQUISITION METHOD

__X__ Fee for Service

SECTION 3: REQUEST FOR SINGLE OR MULTIPLE CONTRACTORS

__X__ Multiple Contractors

3.1 Rolling Enrollment
Bidders may submit responses in accordance with rolling enrollment at any time during the contract period. Responses will be reviewed at the discretion of DFS, and additional teams may be added to the qualified list at anytime during the period of the contract upon completion of the qualification process outlined in the RFR. However, all contracts will expire simultaneously.

SECTION 4: ELIGIBLE USERS

__X__ This contract will be restricted for use by the Department of Fire Services.

SECTION 5: ANTICIPATED DURATION OF CONTRACT, INCLUDING RENEWALS

The duration of any contract(s) resulting from this RFR shall be for the period of time beginning on July 1, 2023, or the date that the contract is fully executed and ending on June 30, 2029.

Teams who have been awarded a contract must submit a budget request form for funding each fiscal year. Awards are dependent upon the governor's approval of each fiscal year's budget and the availability of funds.

SECTION 6: ANTICIPATED EXPENDITURES AND COMPENSATION STRUCTURES

6.1 Anticipated Expenditures.
It is estimated that up to $400,000 will be distributed to teams for eligible expenses during the life of this contract.

6.2 Compensation Structures.
The contract will be a rate contract. Each year, CISM teams that have been awarded a contract through this RFR will receive a Funding Application Form from DFS (see sample in Attachment A). This form must be completed and

returned to DFS per any instructions provided. Funding Application Forms that are not completed in full or are handwritten (rather than typed) will not be accepted.

The Department of Fire Services will evaluate all applications, make funding level determinations, and notify recipients of their award amount within approximately four (4) weeks of the application deadline each year. Receipt of funding is not guaranteed each year.

All funds will be distributed on a reimbursement basis only. Please see section 8.3 for additional information on the reimbursement request process.

The terms of *801 CMR 21.00: Procurement of Commodities and Services* are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Other terms not defined elsewhere in this document may be defined in OSD's Glossary of Terms. Unless otherwise specified in this RFR, all communications, responses, and documentation 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.

COMMBUYS Market Center. COMMBUYS is the official source of information for this Bid 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 Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

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

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

- Any amendments, addenda or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

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

COMMBUYS Registration. Bidders may elect to obtain a free COMMBUYS Seller registration 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 account.

All Bidders submitting a Quote (previously referred to as Response) in response to this Bid (previously referred to as Solicitation) 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.

Multiple Quotes. Bidders may not submit Multiple Quotes in response to a Bid unless the RFR authorizes them to do so. If a Bidder submits multiple quotes in response to an RFR that does not authorize multiple responses, only the latest dated quote submitted prior to the bid opening date will be evaluated.

Quote Content. Bid specifications for delivery, shipping, billing and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

Supplier Diversity Office (SDO) Programs. Pursuant to Executive Orders 523 and 565, the Commonwealth supports the use of diverse and small businesses through the Small Business Purchasing Program (SBPP) and the Supplier Diversity Program (SDP). Based on the estimated value of the procurement, one of the above-mentioned programs shall be applicable to this RFR. For more information on the program that applies to this solicitation, see the body of this RFR.

Small Business Purchasing Program (SBPP)

Program Background. The Massachusetts Small Business Purchasing Program (SBPP) was established pursuant to Executive Order 523 to increase state contracting opportunities with small businesses having their principal place of business within the Commonwealth of Massachusetts. Pursuant to the SBPP, it is the intention of the issuing department to award this Small Procurement to one or more SBPP participating business(es) as described below.

SBPP Award Preference. While all businesses, no matter the size or principal place of business, may submit responses to this solicitation, should an SBPP participant respond and meet the best value criteria as described in this solicitation, the SBPP participant shall be awarded the contract. The Strategic Sourcing Services Team (SST) will not evaluate submissions from non-SBPP participants unless no SBPP Bidder meets the SSST's best value evaluation criteria.

SBPP Participation Eligibility. To be eligible to participate in this procurement as an SBPP participant, an entity must meet the following criteria, and be marked as an SBPP registered business in COMMBUYS:

1. Have its principal place of business in the Commonwealth of Massachusetts;
2. Been in business for at least one year;
3. Employ a combined total of 50 or fewer full-time equivalent employees in all locations, or employees work less than a combined total of 26,000 hours per quarter; and
4. Have gross revenues, as reported on appropriate tax forms, of $15 million or less, based on a three-year average.

Non-profit firms also must be registered as a non-profit or charitable organization with the MA Attorney General's Office and be up to date with all filings required by that office and be tax exempt under Section 501(c) of the Internal Revenue Code.

SBPP Compliance Requirements. It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the SBPP Webpage.

Program Resources and Assistance. Bidders and Contractors seeking assistance regarding SBPP may visit the SBPP webpage, http://www.mass.gov/sbpp, or contact the SBPP Help Desk at sbpp@mass.gov.
Supplier Diversity Program (SDP). Massachusetts Executive Order 565 reaffirmed and expanded the Commonwealth's policy to promote the award of state contracts in a manner that develops and strengthens certified Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Minority and Women Nonprofit Organizations (M/WNPOs), Veteran Business Enterprises (VBEs), Service-Disabled Veteran-Owned Business Enterprises (SDVOBEs), Disability-Owned Business Enterprises (DOBEs), and Lesbian, Gay, Bisexual and Transgender Business Enterprises (LGBTBEs).

Partnerships with certified diverse businesses: All bidders are **required** to make a significant financial commitment to partner with certified M/WBEs, M/WNPOs, VBEs, SDVOBEs, DOBEs and/or LGBTBEs certified or verified by the Supplier Diversity Office (SDO). Bidders must identify a commitment in the form of a specific percentage of sales made under the resulting contract that will be spent with an SDP Partner(s) on a Massachusetts fiscal year basis, using SDP Plan Form #1 – SDP Plan Commitment. This percentage commitment will extend for the life of any resulting contract.

SBPP Compliance Requirements. It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the SBPP webpage, http://www.mass.gov/sbpp.

Program Resources and Assistance. Bidders and Contractors seeking assistance regarding SBPP may visit the SBPP Webpage, or contact the SBPP Help Desk at sbpp@mass.gov.

Best Value Selection and Negotiation. The Strategic Sourcing Services Team or SSST may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The SSST and a selected bidder, or a 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 a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the SSST 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.

Contract Expansion. If additional funds become available during the contract duration period, the department 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.

Costs. Costs which are not specifically identified 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.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current on COMMBUYS 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 SSST, including requests for clarification. The SSST and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email 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 email communications sent to/from the prospective bidder/awarded contractor and the SSST to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder is able to provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe, and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors may track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application may be found on the OSD Forms page (www.mass.gov/lists/osd-forms). Additional information about EFT is available on the VendorWeb site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval, and forwarding to the Office of the Comptroller. If the bidder already is enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The SSST will consider such requests on a case-by-case basis and communicate the findings to the bidder.

Environmental Response Submission Compliance. In the event that paper submissions are required and, in an effort, to promote greater use of recycled and environmentally preferable products and minimize waste, all required paper responses that are submitted should comply with the following guidelines:

- All copies should be printed double sided.

- 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.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

HIPAA: Business Associate Contractual Obligations. Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

Minimum Quote (Bid Response) Duration. Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission.

Prompt Payment Discounts (PPD). All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth's Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder provides compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer (EFT) initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically may be tracked and verified through the Comptroller's Vendor Web system. The PPD form may be found as an attachment for this Bid on COMMBUYS.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the SSST. The SSST will review, negotiate, or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes, including marking by bidders of information as confidential during the quote submission process in COMMBUYS, shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships 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 must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The SSST reserves the right to reject unreasonable requests.

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 is prohibited by law.

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. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.
Human Trafficking and Forced Labor Prohibition. Contractor acknowledges the Commonwealth requires as a term of this Agreement that Contractor comply fully with all state and federal laws and regulations regarding human trafficking and forced labor.

Alternatives. A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives which provide equivalent, better or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or 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 department 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 which become available during the term of the contract.

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 commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Emergency Standby Commodities and/or Services. Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors. Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract.

Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFR.

Environmentally Preferable Products and Services. The department and contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the department's performance needs.

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past 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.

Performance and Payment Time Frames Which Continue Beyond the Duration of the Contract. All term leases, rentals, maintenance or other agreements for services entered into during the duration of this contract and whose performance and payment time frames extend beyond the duration of this contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, rentals, maintenance or other agreements for services may be executed after the contract has expired. Any contract termination or suspension pursuant to this section shall not automatically terminate any leases, rentals, maintenance or other agreements for services already in place unless the department also terminates said leases, rentals, maintenance or other agreements for service, which were executed pursuant to the main contract.

Acceptable Forms of Signature. Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. Traditional “wet signature” (ink on paper); 2. Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or Page 2 b. An uploaded picture of the signatory’s hand drawn signature 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory’s name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

Enterprise Policy and Standards. All IT systems and applications developed by or for Executive department agencies or operating within the Commonwealth Network must conform with the Enterprise Information Security Policies and Standards promulgated by the Secretary of the Executive Office of Technology Services & Security (EOTSS). Non-conforming IT systems may not be deployed unless the purchasing agency and their contractor(s) have jointly applied for and received in writing from the Commonwealth CISO, Deputy CISO, or designee, within the EOTSS Security Office, or the Secretary’s designee, notice that a specified deviation will be permitted. The Enterprise Information Security Policies and Standards are available at https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards. Additional policies, standards, and requirements that do not conflict with the Enterprise Information Security Policies and Standards may apply and shall be made available to Bidders by the purchasing agency.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Executive Office of Technology Services and Security’s Common Help group at commhelp@state.ma.us or 1 (866) 888-2808 to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth’s Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CISO’s, Deputy CISO’s, or Designee’s grant of written permission for a deviation, shall constitute breach of any contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

SECTION 8: PERFORMANCE AND CONTRACT SPECIFICATIONS

8.1 Qualifications

To be eligible for a contract award, CISM teams must:

- Be a registered tax-exempt organization or a political subdivision of the Commonwealth of Massachusetts.
- Provide regional or statewide CISM services. Eligible entities include teams providing critical incident stress assistance, peer assistance, and chaplain support.
- Use the International Critical Incident Stress Foundation (ICISF) model as a standard of care in providing support to emergency responders in Massachusetts.

- Maintain a 24/7/365 call out number for CISM services.
- Have a clinical director that is credentialed and licensed to practice as a mental health professional in Massachusetts and holds liability insurance to practice.

Before awarding the bid, DFS reserves the right to require a bidder to submit any additional evidence of its qualifications, as it may deem necessary.

8.2 Program Budget Guidelines

Please read this section carefully. These guidelines will apply when filling out the Funding Application Request Form, which does not accompany the initial Bidder's Response Form. Awarded teams shall be responsible for program compliance and ensuring that all expenditures fall within the allowable uses of funding noted below.

Each year teams that have been awarded contracts will be asked to submit a Funding Application Request Form. The Department of Fire Services will evaluate the requests and funds awarded based on the operations and goals of each team. This money is for the purchase of goods or services required to develop and maintain CISM teams that are effective, efficient, and operationally ready on a 24/7/365 basis. These funds may only be used for the expenses outlined below.

Allowable uses of funding:

1. **Trainings and Conferences**
   Costs for tuition or registration at trainings/conferences with content directly related to CISM service delivery are allowable. Content must be discipline appropriate for all attendees. If a contract recipient is hosting a training or conference, expenses for training providers/conference speakers, and rental of space and infrastructure (audio/video equipment, chairs, tables, etc.) are also allowable. Programs that provide a recognized certification or continuing education credits for relevant professional certifications are preferred.

2. **Operating Expenses and Services**
   Any expenses or services required for operation of the CISM Team are allowable. Eligible expenses include (but are not limited to) communication device subscription services, utility costs for team facilities, website hosting costs, and professional printing services.

3. **Equipment and Supplies**
   Equipment, supplies, or materials needed to support or enhance CISM service delivery, CISM initiatives in the community, or for administration of the team are all eligible. Allowable expenses include (but are not limited to) office supplies, ID badges, pamphlets, booklets, storage boxes, communication devices (pagers or phones), and team uniforms. Equipment and supplies purchased with these funds must be used for the sole purpose of providing CISM services.

4. **Professional Association Memberships**
   Individual or group memberships to professional associations that provide access to resources relevant to CISM service delivery are allowable. Memberships must be paid for in the state fiscal year that the membership period start date occurs in. Pre-payment for memberships beginning in future fiscal years is not allowable.

5. **Travel**
   Reimbursement for travel expenses related to trainings, conferences, or meetings is allowable when the event location is more than 50 miles or 1.5 hours away from the attendee's starting location. Allowable travel expenses include airfare, lodging, taxi/ride-share services, rental cars, tolls, and parking expenses. Approved mileage will be reimbursed at the agency rate, not to exceed the current effective state

reimbursement rate (currently $0.585 per mile). No mileage reimbursement will be provided for municipal or state-owned vehicles.

Ineligible Costs

1. **Backfill and Overtime**
   Backfill and overtime costs associated with attendance at trainings, conferences, or other CISM events are not allowable.

2. **Food/Meals, Alcohol, Tips, and Entertainment**
   No reimbursement will be made for any food or meal costs. Alcohol, tips, and entertainment are all ineligible as well.

3. **Fuel**
   Travel expenses will be reimbursed on a per-mile basis. Fuel costs are not allowable.

4. **Direct Incident Costs**
   No direct incident costs are allowable. The purpose of this funding is to provide teams with funding that supports efforts to establish and maintain operational readiness.

5. **Management and Administration**
   Funding from this program may not be used for management or administration of the program. All costs of applying for funding, documenting expenses, and completing/submitting reimbursement requests are the responsibility of the recipient.

CISM Teams are encouraged to contact the Department of Fire Services for clarification on any cost in question in advance of incurring the expense.

8.3 Reimbursement Deadline and Program Reporting
All expenses submitted for reimbursement must be described in full on the required Reimbursement Request Form (see sample in Attachment B) and be accompanied by the documentation listed below:

1. Itemized Invoice(s)
   Itemized invoice(s) describing all items purchased/services rendered in sufficient detail to enable DFS to evaluate their relevance to the CISM program and the recipient's Funding Application Form.

2. Proof of Payment
   Documentation showing that payment has been made by the awardee to the vendor which includes the vendor name, date paid, amount paid, and account paid from. Acceptable forms of proof of payment include:
   a. A cancelled check (showing signed endorsement by vendor).
   b. A record from the official financial system or banking institution of the recipient.
   c. A receipt (for in-store or online purchases). If a receipt shows all items purchased in accordance with requirement #1, it may be used to satisfy requirements #1 and #2.

   Personal Payments
   If payment was initially made by a team member via credit/debit card, personal check, or cash, proof of payment from the recipient to the individual is required as well as proof of payment from the individual to the vendor. DFS is not able to provide reimbursement to recipients for expenses they have not paid.

   Example: John, a member of the CISM Team, uses his personal credit card to pay for a hotel room at the annual ICISF conference. Proof of payment from John to the hotel, and from the CISM Team to John are required for reimbursement to be approved.

3. Proof of Attendance (if applicable)
   For all training and conference expenses, copies of sign-in sheets or certificates of completion are required as evidence that the individual(s) attended and completed the program.

4. Mileage Backup (if applicable)
   All reimbursement requests for mileage must be supported by an online mapping tool (Google Maps, Mapquest, etc.) showing the start location, end location, and total distance traveled.

Other Reimbursement Request Requirements

- Reimbursement requests must be submitted to DFS by 5:00pm by the fourth Friday of July each year to be eligible for reimbursement in a given fiscal year.
- Recipients may submit reimbursement requests as frequently as once per month throughout each fiscal year.
- The Reimbursement Request Form must be signed by the Team Director/Leader, Assistant Team Director/Leader, or Treasurer/Financial Contact.
    - If reimbursement is being requested for travel, lodging, training, professional development, or professional association membership costs for any of the individuals named above, the individual for whom the expenses were incurred may not sign the Reimbursement Request Form.
- Expenses not listed on the recipient's Application for Funding will not be eligible for reimbursement unless prior written approval is provided by DFS via a budget amendment request. Budget amendment requests may be submitted to DFS at any time via email.
- Reimbursement will not be made until a transaction is complete. This entails delivery of equipment/supplies or completion of a service and the exchange of financial considerations between the contracted CISM team and the vendor.
- Delivery of equipment/supplies or completion of a service must take place in the same fiscal year that it is requested for reimbursement in.
- Completed reimbursement requests including all required supporting documentation must be submitted to the Department of Fire Services by 5:00 PM on the fourth Friday of July each fiscal year. Reimbursement requests submitted after this deadline will not be approved.
- The Department of Fire Services reserves the right to request additional information at any time during the life of the contract. This includes any accounting records related to funds reimbursed by the Department of Fire Services.

SECTION 9: INSTRUCTIONS FOR SUBMISSION OF RESPONSES

Section 9.1 Bidder Communication

A bidder's conference will be NOT be offered. All questions on the RFR may be addressed to Julie Walrath at Julie.Walrath@mass.gov / 978-567-3131. Bidders are prohibited from communicating with any other employee of the Department of Fire Services.

Section 9.2 Submission Materials

Each bid shall be accompanied by all items referenced in Section 12: Forms Required at Bid Response. In case of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Department of Fire Services shall be final and binding on both parties.

Section 9.3 Submission Format

Responses must be submitted electronically through the CommBuys system. Please retain all documents submitted electronically into CommBuys. Awarded vendors must provide the original, ink signature response package with the contract at the time of award.

Section 9.4 Special Instructions for CommBuys Quote Submission

When preparing a quote in CommBuys in response to this bid, if the bidder's response is an attachment (Bidder's Response Form) the bidder will be required to submit the form as an attachment on the Attachment Tab and not under the Item Tab.

The CommBuys Help Desk can be contacted at 888-627-8283 or commbuys@state.ma.us for assistance in submitting your bid response. The help desk can take up to two (2) days to respond to help tickets. Job aids with step by step instructions are available for sellers on the home page of CommBuys.

SECTION 10: DEADLINE FOR RESPONSES AND PROCUREMENT CALENDAR

Section 10.1 Deadline

Responses must be submitted via an online submission through CommBuys. Please be sure to attach all documents listed in Section 12 to your bid response (quote) and "submit" your quote.

Section 10.2 Procurement Contact

Julie Walrath
Department of Fire Services
PO Box 1025, 1 State Road
Stow, MA 01775
Julie.Walrath@mass.gov / 978-567-3131

Section 10.3. Procurement Calendar

RFR Posted in CommBuys	June 2, 2023
Initial Deadline for Submission of Responses*	June 23, 2023 @ 2:00 p.m.
Evaluations of Responses completed (estimated)	Within four (4) weeks of submission
Contract Start Date	Upon execution of contract(s)

*This is a rolling enrollment bid. Responses may be submitted at anytime throughout the duration of the contract.

SECTION 11: EVALUATION CRITERIA

Teams that meet the qualifications in Section 8 may be awarded a contract. Preference will be given to Certified Participants in Small Business Purchasing Program (SBPP)

SECTION 12: FORM SUBMISSIONS

Forms Required at Bid Response:

- Bidder's Response Form
- Copy of Clinical Director's License
- Copy of Clinical Director's Insurance Certificate
- Verification of active Non-Profit Status (if applicable)
- Certificate of Non-Collusion
- Contractor Authorized Signatory Form
- W9
- EFT Form

Forms Required Upon Award:

- Commonwealth Standard Contract Form (incorporated by reference on Standard Contract Form)