Request for Response (RFR)

Document Title: Executive Search Firm (Reopening)

COMMBUYS Bid#: ~~BD-25-1030-CPO1-CPO1-112673~~ BD-27-1030-CPO1-CPO1-134878

~~2/13/2025~~ 10/27/2026

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. Bidders are responsible for reviewing and complying with all Bid requirements. Bidders may contact the OSD Help Desk at OSDHelpdesk@mass.gov or at 1-888-MA-STATE for technical assistance with COMMBUYS. The Help Desk is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern time, as applicable, except on federal and state holidays.

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 SST reserves the right to reject unreasonable requests.

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1 INTRODUCTION AND BID OVERVIEW

1.1 Summary Description of Procurement

This document serves as the amendment to reopen MassDOT Bid # BD-25-1030-CPO1-CPO1-112673, Executive Search Firm. Any future amendments will be made to this bid solicitation and document.

The Department of Transportation seeks to establish a contract for a qualified executive search firm with a proven track record in the public and government sectors to assist us in our recruitment efforts. Our organization is committed to identifying top-tier leadership talent that aligns with our mission and values to help recruit, screen, and recommend qualified candidates for Executive-level employment on an as needed basis.

1.2 Applicable Procurement Law

This Bid is issued under the following law(s):

- MGL c. 7, § 22; c. 30, § 51, § 52; and 801 CMR 21.00 (Goods and Services)

1.3 Estimated Procurement Calendar

Action	Date
Bid Release Date	~~**2/13/2025**~~ **10/27/2026**
Deadline for submission of written questions through COMMBUYS "Bid Q&A"	~~**2/24/2025 3:00PM**~~ **11/10/2026 3:00PM**
Official answers for Bid Q&A published (Estimated)	~~**2/26/2025**~~ **11/13/2026**
Training for Online Submission – Contractors that have not previously submitted electronic quotes via COMMBUYS are strongly encouraged to attend training. **Register here:** ~~**https://attendee.gototraining.com/957t1/catalog/5152599978190574336**~~	~~**Tuesday 2/18 10am-11am**~~ Please visit the OSD Vendor Training Website for updated dates and times: https://www.mass.gov/osd-vendor-training
	Online Webinar: This interactive webcast provides instructions on several activities: Locating and responding to bids; Using the bid Q&A feature; Creating a quote response; Revising a Quote response. Access the webcast here.
Bid Amendment Deadline. Bid documents will not be amended after this date.	~~**2/26/2025**~~ **11/16/2026**
Deadline for Quotes/Bid Responses ("Bid Opening Date/Time" in COMMBUYS)	~~**3/4/2025 3:00PM**~~ **11/24/2026 3:00PM** **Late bids will not be considered.**
Oral Presentations for Selected Bidder(s) (Estimated)	**Please see section 1.3.3**

Document Sensitivity Level: High during development; **Low** once published.

Notification of Apparent Successful Bidder(s) (Estimated)	~~**3/17/2025**~~ **12/1/2026**
Estimated Contract Start Date (actual start date will be the contract effective date, which is the date the contract is executed by the parties)	**4/1/2025**

Note: See Appendix 2, "Instructions for Vendors Responding to Bids Electronically through COMMBUYS" for instructions on how to register for live webinar and additional trainings that may be helpful to prospective bidders.

Visit https://www.mass.gov/doc/vendor-schedule/download for additional Instructor-Led Training and Webinar dates.

Times are Eastern Time (US), as displayed on the COMMBUYS system clock after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid's Header, the dates in the Bid's Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q & A, on COMMBUYS for Procurement Calendar updates.

1.3.1 Submission of Bid Questions

The "Bid Q & A" function in COMMBUYS allows Bidders to ask written questions and receive written answers regarding this Bid. To locate the 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 Bidder's access to the Bid Q & A page.

All questions must be submitted through the Bid Q & A page. Questions must be asked prior to the Deadline stated in the Estimated Procurement Calendar. The Strategic Sourcing Team (SST) reserves the right not to respond to late questions. Bidders are responsible for verifying that their questions are recorded in COMMBUYS and appear on the Bid Q & A page.

Questions submitted to the SST outside of COMMBUYS will not be answered.

Content entered must be suitable for public viewing. Bidders must not include inappropriate content, including but not limited to, information that could be considered personal, security sensitive, inflammatory, incorrect, or collusory. The SST reserves the right to edit or delete any inappropriate content.

All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.

1.3.2 Bid Amendment Deadline

Although Bidders may submit quotes any time after the Bid Release Date and prior to the Bid Opening Date, Bidders should ensure that their quotes are based upon the final versions of the RFR and its attachments. Final versions of RFR and its attachments are available after the Bid Amendment Deadline date.

The SST reserves the right to make amendments to the Bid after initial publication. 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 SST and the Commonwealth accept 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. At the SST's discretion, the Bid Amendment Deadline may be extended. As stated above, it is the responsibility of the bidder for checking the Bid record in COMMBUYS for revisions and updates.

1.3.3 Oral Presentations/Product Demonstrations

Oral presentations are not guaranteed and will be at the discretion of the SST. Selected Bidders who are asked to participate in Oral Presentations / Product Demonstrations will be expected to prioritize this in their schedules. The SST will make every effort to find a mutually convenient time for the Bidder and the SST. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points or other action that the SST deems appropriate.

1.3.4 Late Bids will not be Considered

Bid responses must be received in full by the bid opening date and time shown on COMMBUYS ("Bid Opening Date/Time", i.e., the Deadline for Quotes/Bid Responses). Proposals received after the deadline will be ineligible for consideration and deemed non-responsive. Each bidder/offeror must submit all required bid response forms electronically through COMMBUYS. When submitting a quote electronically through COMMBUYS, please allow sufficient time to complete any online forms and upload documents. If you are in the middle of uploading your proposal when the deadline is reached, the system will stop the process and you will be unable to submit your Quote. It is recommended that Quotes be submitted as far in advance as possible before the deadline to allow time to obtain assistance from the OSD Help Desk if needed.

1.3.5 Debriefing

The SST will conduct debriefings for unsuccessful Bidders, if requested within 14 calendar days of notification that your Quote has not been selected for an award. Debriefing guidelines will be provided in advance prior to the debriefing.

1.4 Additional Bid Information

1.4.1 Anticipated Contract Duration:

The term of this Contract is five (5) years.

No goods may be ordered and no new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired.

1.4.2 Estimated Value of the Contract

The estimated value of purchase(s) resulting from this Bid is $60k-100k annually. The Department of Transportation makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the convenience of Bidders and are not to be relied upon as any indication of future purchase levels.

1.4.3 Estimated Number of Awards

MassDOT intends to award multiple vendors.

1.4.4 Adding Contractors after initial Contract Award

MassDOT and the SST may determine during the life of this contract that additional Contractors are necessary to meet Buyer's needs and/or to obtain additional products or services. Additional Contractors may first be drawn from qualified Bidders which responded to this Bid but were not awarded contracts and/or the Bid may be reopened to obtain Quotes from additional Bidders. Contract reopening will be offered at the sole discretion of MassDOT.

1.4.5 RFR Submission Checklist

Strategic Sourcing Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. Therefore, Bidders must complete and submit the RFR Submission Checklist, and all documents referenced in the Checklist.

1.4.6 Acquisition Method(s):

Check All Applicable ("X"):	Category
☒	Fee-For-Service
☐	Outright Purchase
☐	Rental (not to exceed 6 months)
☐	Term Lease
☐	License
☐	Other:

1.4.7 Entities Eligible to Use the Resulting Contract

Any contract resulting from this Bid will be open for use only by MassDOT and the Massachusetts Bay Transportation Authority.

2 BIDDER QUALIFICATIONS

2.1 Company experience

Bidders must have demonstrated experience in conducting national searches for executive professionals, the recruitment of diverse and qualified candidates and management of public search processes. Respondents with demonstrated experience in recruiting diverse candidates and executive searches for a State or Federal government agency will be preferred.

The bidder must demonstrate:

- A track record of identifying and recruiting outstanding candidates and emerging talent in various executive roles
- Evidence of successful placements in high level executive roles, demonstrating an understanding of what constitutes a good fit for executive positions in government.
- Successful experience working collaboratively and effectively with state government agencies, and/or human resource agencies in searching for Executive level personnel.
- Deep knowledge of specific sectors relevant to MassDOT's core business (e.g., transportation, Aeronautics, Rail, Transit, Engineering and Administration).
- Proficiency in evaluating candidates through structured interviews, behavioral assessments, reference checks, and background verification.
- Established connections within the public sector, including potential candidates and decision-makers.
- Ability to consult with stakeholders to understand their needs and the specific requirements of the role. Including incorporating feedback throughout the process to more closely meet expectations.
- Commitment to a positive candidate experience, including maintaining confidentiality and adhering to ethical standards in the hiring process.
- Dedication to communication and transparency throughout the process, providing regular updates and status on potential candidates.
- Customized recruitment approach tailored to specific position and Agency needs and requirements.
- Prioritization of discretion and confidentiality while dealing with sensitive information and situations throughout the search process.

2.1.1 Business background

2.1.2 Years in the industry of the Bid

Bidders must have been in the business of providing Executive Search services for at least the three (3) most recent consecutive years prior to the RFR submission deadline (See RFR Section 1.2, Estimated Procurement Calendar).

In the case of companies formed fewer than three (3) years prior to this date via merger, acquisition or some other means, the SST may consider the experience of all companies involved in the merger or acquisition.

2.2 Financial stability including bankruptcy, litigation and contract defaults

2.2.1 Certificate of Financial Good Standing

Bidders must provide a Certificate of Financial Good Standing from the Department of Revenue (DOR). Visit DOR website https://www.mass.gov/orgs/massachusetts-department-of-revenue for more information.

For out of state Bidder: if a certificate from DOR is not available, Bidder must provide documentation/ justification to be reviewed by the SST. The SST reserves the right to request additional information/ clarification.

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2.2.2 Bankruptcy, litigation, and contract defaults

Bidders must provide in the Bidder Response Form a list of any outstanding contingencies, such as lawsuits or other claims or charges, against the Bidder related to performance of the services sought under this RFR.

3 SERVICE SPECIFICATIONS

3.1 Response Requirements

3.1.1 Company Narrative

Bidders should provide company background; experience working with State or Government agencies and resumes of key personnel.

Include a list of contracts the vendor has had during the last five years for similar entities to the Commonwealth that demonstrate the vendor's ability to perform the services needed under this RFR.

Bidders should provide examples of candidates who were sought out and placed with a mix of agencies/businesses.

3.1.2 Cost Proposal

Proposals must specifically set forth the proposed vendor's professional fees and all anticipated expenses, including expenses related to travel, in a "not to exceed" amount.

3.1.3 References and reference information and/or requirements

Bidders are required to submit three (3) references that have utilized your company's services in the category in which you are bidding within the last 2 (two) years immediately preceding the RFR submission deadline. One of the three references **must** be from a State or Government agency. If a bidder cannot provide a reference from a state or government agency they may be disqualified.

The SST reserves the right to contact references if needed.

3.2 Small Business Purchasing Program

3.2.1 Program Background

The Massachusetts Small Business Purchasing Program (SBPP) was established pursuant to Executive Order 599 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.

3.2.2 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 SST's best value evaluation criteria.

3.2.3 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.

3.2.4 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.

3.2.5 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.

3.2.6 Executive Order 515, Establishing an Environmental Purchasing Policy

In 2009, Executive Order 515, establishing an Environmental Purchasing Policy for Executive Departments, was signed. View the Environmentally Preferable Products (EPPs) Procurement Program General Information, Requirements and Guidance for detailed information about the program at https://www.mass.gov/doc/epp-general-information-requirements-and-guidance/download.

Bidders should also be aware that in 2021, Senate Bill 9 - An Act Creating a Next Generation Roadmap for Massachusetts Climate Policy was signed to achieve Net Zero emissions in 2050 and furthers the Commonwealth's efforts to combat climate change and protect vulnerable communities. The full Act may be viewed at https://malegislature.gov/Bills/192/S9. In 2021, Executive Order 594, Leading By Example: Decarbonizing and Minimizing Environmental Impacts of State Government, was signed. EO594 requires all eligible state agencies to assess and implement strategies to mitigate greenhouse gas emissions and other environmental impacts when planning for and executing projects related to the design, construction, operations, and maintenance of state facilities, and the procurement of goods and services, including vehicles. View EO594: Leading By Example requirements at https://www.mass.gov/executive-orders/no-594-leading-by-example-decarbonizing-and-minimizing-environmental-impacts-of-state-government.

3.2.7 Prompt Pay Discount

All Bidders must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome.

Bidders must submit agreeable terms on the Prompt Payment Discount Form, included on the Bid, unless otherwise specified by the SST. The SST will review, negotiate, or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to offer a PPD may be waived by the SST 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 the Bidder's Quote.

3.2.8 Authorized Price Changes

Pricing shall be fixed for the life of the contract. Adjustments may be requested in writing by the Contractor with appropriate justification for approval by the SST. Any request must be supported by written evidence documenting the change in costs. Request for an increase does not guarantee approval.

4 EVALUATION CRITERIA

Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter negotiations with the Commonwealth to receive a Contract award.

4.1 Mandatory requirements

Mandatory Specifications must be met for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components that may be evaluated by the SST. The SST reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or may be easily corrected.

Bid sections that include terms such as: "must," "shall," "will," and "required" are **mandatory**. Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

4.2 Evaluation Components

The following components will be some of the criteria considered by the SST when evaluating each quote, the order below does not indicate level of importance.

- **Cost Proposal** - Understand the firm's fee structure, including contingency vs. retained search models. Assess the value provided relative to the cost.
- **Quality of the Company Narrative** - Assess the firm's knowledge of government structures, processes, regulations, and challenges that are unique to the public sector and MassDOT's areas of core business.
- **Experience and Track Record** - Review the firm's history in successfully placing executives within government agencies or similar public sector organizations. Determine if the firm has experience in recruiting for the specific area or sector relevant to MassDOT
- **References** - Review case studies that showcase ability to place executive candidates within the public sector and a positive candidate experience.
- **Post Placement Support** - What support is offered after placements, such as onboarding assistance or follow-up evaluations to ensure a successful transition.
- **Candidate Assessment Methods-** Structured interviews, assessments, reference checks, and background verification.
- **Recruitment Approach-** What approaches are used to find potential candidates, how can they be customized, and span of network
- **Communication Strategy-** Cadence on potential candidate progression updates, plan to incorporate stakeholder/role needs and requirements, and confidentiality policies.

4.3 Best Value Selection and Negotiation

The SST may select the Quotes(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The SST and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder's Quote which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Quote.

5 INSTRUCTIONS FOR SUBMISSION OF RESPONSES

The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR. Responses must be sent via the "Create Quote" functionality contained in COMMBUYS. For instructions concerning how to submit a Quote, please see Appendix 2.

5.1 Electronic Signatures

Quotes submitted via COMMBUYS must be signed electronically by the Bidder or the Bidder's Agent by accepting the terms and conditions of the bid on the "Terms & Conditions" tab of the Bid in COMMBUYS. By selecting "Save & Continue" on the "Terms and Conditions" tab after accepting the terms and conditions of the bid, the submitter attests that she/he/they is an agent of the Bidder with authority to sign on the Bidder's behalf, and that she/he/they has read and assented to each document's terms.

5.2 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.

5.3 Limits and Restrictions

5.3.1 File Size Limits

The system will not accept files that approach or exceed 500 MB. If a large file fails to upload, the Bidder must save the contents as multiple files. Note the naming convention used in section named "File Naming Conventions" which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc.

5.3.2 File Format Restrictions

All scanned documents must be in .pdf or .gif format and must be scanned in such a way that they can be read on a computer monitor and printed on 81/2" x 11" paper, unless otherwise specified. Forms provided for the Bidder to complete, must be completed, and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

5.4 General Quote Requirements, Provisions, and Prohibitions

5.4.1 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.

5.4.2 Non-Collusion

By submitting a Quote, the Bidder certifies that the Quote has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

5.4.3 Multiple Quotes

Unless otherwise instructed by the RFR, Bidders may not submit Multiple Quotes in response to a Bid. 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.

5.4.4 Withdrawing a Quote

Prior to Bid Opening Date/Time

Quotes may be withdrawn using the "Withdraw Quote" button offered under the Summary tab of a submitted Quote in COMMBUYS.

After Bid Opening Date/Time

Quotes may not be withdrawn after the Bid Opening Date/Time. If the Bidder wants to remove a Quote from consideration, contact the Strategic Sourcing Services Lead for guidance.

5.4.5 Bidder's Contact Information

It is the Bidder's responsibility to monitor the email address provided in the Quote for the Bidder's contact person. The SST may need to contact the Bidder's contact person with clarification requests or for other reasons. The SST and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network, or internet service provider (ISP), cause e-mail communications between the Bidder and the SST to be lost or rejected by any means including email or spam filtering.

5.4.6 Ownership of Submitted Quotes

The SST shall be under no obligation to return any Quotes or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Quote, whether the Quote is selected for Contract award.

Quotes stored on COMMBUYS in the encrypted lockbox are the file of record. Bidders retain access to a read-only copy of this submission via their COMMBUYS account, if their account is active.

5.4.7 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SST 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 using the contact information provided in the Header Information this Bid if this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the OSD Help Desk (see the document cover page for contact information).

5.4.8 Prohibition regarding contract terms

Bidders must not, as part of their Quote, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR. Contracting Departments expect that all Statewide Contracts incorporate the same terms and conditions and only those terms and conditions. Contractors who wish to propose additional non-conflicting contractual terms, or supplemental or clarifying language, may do so ONLY on a case-by-case basis, negotiated for each specific engagement and memorialized in the Project Statement of Work.

5.4.9 Public Records Law

All Quotes and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted Quotes that are inconsistent with these statutes shall be disregarded.

5.4.10 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 SST reserves the right to reject unreasonable requests.

6 REQUIREMENTS FOR DOING BUSINESS AFTER CONTRACT AWARD

The requirements below are specific to the Contract, if any, awarded as a result of this Bid.

6.1 Required Forms

DO NOT SUBMIT THESE FORMS UNTIL INSTRUCTED TO DO SO. The Commonwealth of Massachusetts requires Contractors apparent successful bidders to submit the following forms:

- **Standard Contract Form** (watermarked version attached for reference)

  By executing this document, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the SST. Also, the terms of the RFR, the Bidder's Response, and any negotiated terms shall be deemed accepted by the Department and included as part of the Contract upon execution of this document by the State Purchasing Agent or his designee.

  If the Bidder does not have a Vendor Code beginning with "VC" or does not know their Vendor Code , the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

- **Commonwealth Terms and Conditions** (signing the Standard Contract Form signifies acceptance of the Commonwealth Terms and Conditions) (watermarked version attached for reference)

  If the Bidder has executed and filed the appropriate Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in . If the Bidder's name, address, or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

  This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form).

- **Contractor Authorized Signatory Listing**

  In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block at the bottom of the first page of this form also will serve as an "Authorized Signatory," that person's name must be included in the typed table.

  With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk, or Legal Counsel for the Contractor…," if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

  The second page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. However, the "optional" aspect of the form is that Commonwealth Departments are not required to use it. In the case of Statewide Contracts, however, this page is required, not optional. The person signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

  Please note that in two places where the form states "in the presence of a notary," this should be interpreted to mean "in the virtual presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary may authenticate the form; only one is required.

  Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

- **Request for Taxpayer Identification and Verification** (Mass. Substitute W9 Form)

  If a Bidder previously submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included. If the Bidder's name, address, or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State Contract will be sent. The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form.

- **Electronic Funds Transfer Sign Up Form**

Successful Bidders who agreed to the terms and conditions of these forms electronically via COMMBUYS online Quote submission tool must still submit the above forms within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the Commonwealth and have up-to-date, ink-signature version of the Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing must be submitted for each new contract with the Commonwealth. Please note that the Commonwealth deems void any changes made on or by attachment to the terms in any of these published forms and that, by submitting a bid in response to this RFR, the bidder agrees that they will sign these forms if notified that they are an apparent successful bidder. Please refer to section 7.2 Acceptable Form of Signature.

6.1.1 Changes to Contractor's information

Changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SDO-certification status, or EFT information must be promptly reported via email to the Commonwealth Contract Manager. In some cases, additional paperwork will be required to effect the change.

6.1.2 Contractual Status of Orders and Service Contracts

Orders or service engagements placed under the Contract established as a result of this Bid by Eligible Entities shall be considered separate Contracts between the Eligible Entity and the Contractor, and shall be deemed to incorporate all of the terms and conditions of the Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this Bid and any amendments, or the Bidder's Quote, may be included in an order or service contract if mutually agreed upon by the Contractor and eligible entity.

6.1.3 Publicity

Any Contractor awarded a contract under this Bid is prohibited from selling or distributing any information collected or derived from the Contract, including lists of participating Eligible Entities, Commonwealth employee names, telephone numbers, addresses, or other information except as specifically authorized by the SST.

6.1.4 Requesting price adjustments only in accordance with the Contract

6.2 Performance Measures

6.2.1 Failure to Perform Contractual Obligations

Failure to comply with contractual requirements will result in corrective actions, including, but not limited to implementation of corrective action plans and contract termination.

6.2.2 Audit

During the term of this Agreement and for a period of six years thereafter, the Department of Transportation, its auditors, the Operational Services Division, the Office of the Inspector General, the Office of the Attorney General, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports, or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underreported Sales, then the Vendor shall be responsible for payment of the costs associated with the audit.

6.3 Payment Related Terms

6.3.1 Bill Payment

All invoices issued pursuant to this contract are payable in accordance with the Comptroller's Bill Payment Policy: https://www.powerdms.com/public/MAComptroller/documents/1779647

6.3.2 Late Payment Fees

Late Payment fees may be assessed only as authorized by the Office of the Comptroller: https://www.mass.gov/doc/815-cmr-4-late-penalty-interest/download

6.3.3 Electronic Funds Transfer (EFT)

All Awarded Contractors must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. Additional information about EFT is available on the Comptroller's VendorWeb site located at: https://massfinance.state.ma.us/VendorWeb/vendor.asp

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the "Authorization for Electronic Funds Payment Form" to the SST for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. This Form shall be supplied to the vendor upon contract award. 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.

6.3.4 Tax Exemption

Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

7 RFR APPENDICES

Appendix 1: Required Terms for all RFRs

Appendix 2: Instructions for Vendors Responding to Bids Electronically through COMMBUYS

7.1 APPENDIX 1: Required Terms for all RFRs

7.1.1 General Procurement Information

7.1.1.1 Access to security-sensitive information

Bidders agree to adhere to this section if an eligible entity provides a Contractor with security-sensitive information which, pursuant to MGL c. 4, § 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat, or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to MGL c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the Commonwealth. Qualified prospective Bidders that are interested in accessing this information for the purpose of preparing a Quote must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

i. restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal.

ii. safeguard the information while it is in their possession (consistent with Section 6 of the Commonwealth Terms and Conditions); and

iii. return such records and materials to the Commonwealth upon completion of the project.

7.1.1.2 Alterations

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

7.1.1.3 COMMBUYS Support

Technical assistance is available during the procurement process. Every effort is made to respond to inquiries within one business day.

Website: Go to www.mass.gov/osd/commbuys to access COMMBUYS resources, including new bid postings, job aids, and training schedules for buyers, among others.

Email: Send inquiries to the OSD Help Desk at OSDHelpDesk@mass.gov

Telephone: Call the OSD Help Desk at 1-888-MA-STATE (1-888-627-8283). The Help Desk is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday Eastern Time, except on federal and state holidays.

Bidders are advised that COMMBUYS will be unavailable during regularly scheduled maintenance hours of which all users will be notified.

7.1.1.4 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:

i. Any amendments, addenda, or modifications to this Bid, and

ii. 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.

7.1.1.5 COMMBUYS Registration

Bidders may elect to obtain a free COMMBUYS Vendor registration which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, to respond to a Bid, Bidders must register and maintain an active COMMBUYS Vendor profile.

All Bidders submitting a Quote in response to this Bid agree that, if awarded a contract: (1) they will maintain an active vendor 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) 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).

7.1.2 Terms and Requirements Pertaining to Awarded Contracts

7.1.2.1 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the Contract Manager by email immediately, using the address located in the Header Information of the Purchase Order or Master Blanket Purchase Order on COMMBUYS.

The SST and the Commonwealth assume no responsibility if a Contractor's designated email address is not current, or if technical problems, including those with the Contractor's computer, network, or internet service provider (ISP), cause e-mail communications between the Bidder and the SST to be lost or rejected by any means including email or spam filtering.

7.1.2.2 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 their subcontractors.

7.1.2.3 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.

7.2 APPENDIX 2: Instructions for Vendors Responding to Bids Electronically through COMMBUYS

Introduction

COMMBUYS refers to all solicitations, including but not limited to Requests for Proposals (RFP), Invitations for Bid (IFB), Requests for Response (RFR), Requests for Quote (RFQ), as "Bids." All responses to Bids are referred to as "Quotes."

Steps for Bidders to Submit a Quote

1. Launch the COMMBUYS website by entering the URL (www.COMMBUYS.com) into the browser.

2. Enter Bidder login credentials and click the **Login** button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS to submit a Quote. Each contractor has a COMMBUYS Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.

3. Upon successful login, the Vendor home page displays with the Navigation and Header Bar as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.

4. Click on the **Bids** tab

5. Clicking on the Bid tab opens four sections:
    a. Request for Revision
    b. Bids/Bid Amendments
    c. Open Bids
    d. Closed Bids

6. Click on the blue **Open Bid** hyperlinks to open and review an open bid

7. A new page opens with a message requesting you acknowledge receipt of the bid. Click Yes to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive any amendments/updates concerning this bid.

8. After acknowledgement, the bid will open.

The top left half of the page contains the following information:

a. Purchaser
b. Department
c. Contact for this bid
d. Type of purchase
    i. Open Market
    ii. Blanket
e. Pre-Bid Conference details (if applicable)
f. Ship-to and Bill-to addresses
g. Any attachments to the bid, which may include essential bid terms, response forms, etc.

The top right half of the bid includes the following information:

h. Bid Date
i. Required Date
j. Bid Opening Date – date the bid closes and no further quotes will be accepted
k. Informal Bid Flag
l. Date goods/services are required

9. The lower half of the page provides information about the specific goods/services the bid is requesting.

10. Click **Create Quote** to begin.

11. The General tab for a new quote opens. This page is populated with some information from the bid. Fields available to update include:
    a. Delivery days
    b. Shipping terms
    c. Ship via terms
    d. Is “no” bid – select if you will not be submitting a quote for this bid
    e. Promised Date
    f. Info Contact
    g. Comments
    h. Discount Percent
    i. Freight Terms
    j. Payment Terms

It is important to note that the bid documents (RFR and attachments) may specify some or all these terms and may prohibit you from altering these terms in your response. Read the bid documents carefully and fill in only those items that are applicable to the bid to which you are responding.

Update these fields as applicable to the bid and click Save & Continue to save any changes and create a Quote Number.

12. The page refreshes and messages display. Any message in **Red** is an error and must be resolved before the quote can be submitted. Any message in **Yellow** is only a warning and will allow processing to continue.

13. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.

14. The item opens. Input all your quote information and click **Save & Exit**.

15. Click on the **Attachments** Tab. Follow the prompts to upload and name all required attachments and forms and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click **Save & Continue**. After you have uploaded all required documents click **Save & Exit**. Be sure to review your attachments to make sure each required document has been submitted.

16. Click on the **Terms & Conditions** Tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote can be submitted. If your acceptance is subject to any exceptions, those exceptions must be identified here. Exceptions cannot contradict the requirements of the RFR or required Commonwealth standard forms and attachments for the bid. For instance, an RFR may specify that exceptions may or will result in disqualification of your bid.

17. Click the Summary tab. Review the information and update/correct, as needed. If the information is correct, click the **Submit Quote** button at the bottom of the page.

18. A popup window displays asking for verification that you wish to submit your quote. Click **OK** to submit the quote.

19. The Summary tab redisplays with an updated Status for the quote of Submitted.

20. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the OSD Help Desk at COMMBUYS@mass.gov.

If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: (1) for a formal bid, prior to the bid opening date, or (2) for an informal bid (which may be viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever is earlier.

Bidders may not submit Multiple Quotes in response to a Bid unless the Bid authorizes Multiple Quote submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, only the latest submission prior to the bid opening date will be evaluated.