



20140038
Blanket Contract

City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **BLANKET CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

| DEPARTMENT | DATE RECEIVED | | DATE FORWARDED TO NEXT DEPT. | |
|-----------------------|---------------|---------|------------------------------|---------|
| | Initials | Date | Initials | Date |
| Office of Procurement | | | Jmm | 7/29/13 |
| City Comptroller | LH | 7-30-13 | La | 7-31-13 |
| Law | TS | 8/1/13 | MT | 8/1/13 |
| CAFO | | 8/1 | | 8/2 |
| Mayor | CS | 8/2 | CS | 8/5 |
| Office of Procurement | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Vendor No.: 25520 Blanket Contract No.: 20140038 Blanket Contract Date: 9/1/13

Blanket Contract Amt.: \$1,000,000.00 Issue Date: 7/10/2013 Renewal Date:

Appropriation Code1:
Appropriation Code2:
Appropriation Code3:
Appropriation Code4:

Description of Funding Source:

Bid No.: N/A Requisition No.: PO No.:

Vendor Name: DELL MARKETING, LP

Blanket Contract Type: CITY-WIDE STATE CONTRACT ITS 42

Blanket Contract Purpose: SOFTWARE RESELLER

Originating Dept.: CITY-WIDE-OFFICE OF PROCUREMENT

Expiration Date: 6/30/2015 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New Renewal Amendment Extension

CITY OF SPRINGFIELD CONTRACT FORM FOR USE WITH STATE CONTRACTS

City information:

Department: City-Wide Contract

Chief Procurement Officer: Lauren Stabilo

Vendor information:

Name: Dell Marketing, LP

Attn: Lorri Bailey

Address: 1 Dell Way, MS RR8-07, Round Rock, TX 78682

Phone #: 512-723-0016

E-Mail: lorri_bailey@Dell.com

State Contract #: ITS 42 (Exhibit # 1) State Contract Expiration Date: June 30, 2015

Description of Goods/Services to be provided:

Software Reseller

1) Goods/Services: The vendor agrees to provide the goods or services described in the State Contract attached hereto as Exhibit #1, according to the terms and conditions of the above-referenced State Contract, and this Agreement #**20140038**. Any contrary or additional terms contained in the quotes submitted by vendors are of no force and effect.

2) Term: This Agreement shall commence as of September 1, 2013 and shall continue through June 30, 2015, unless earlier terminated according to this Agreement or Exhibit #1.

3) Compensation:

A) Maximum liability of City: The City's maximum liability under this Agreement shall not exceed One Million and 00/100 Dollars (\$1,000,000.00).

B) Pricing and Invoices: The vendor shall be paid for the goods or services requested by the City according to the pricing contained in the state contract. Invoices must include the following minimum information: purchase order number, quantity and description of items or services shipped/provided, unit price, total dollar amount, vendor invoice number, and state contract number. Following execution of this Agreement in full, and the issuance of purchase orders for individual purchases under this Agreement, invoices will be paid within 30 days of receipt and approval. The City is tax exempt.

C) The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount set forth in paragraph 3(A).

D) The Vendor is an independent contractor as such any taxes and other requirements of federal, state and local governmental bodies, including worker's compensation insurance, shall be its sole responsibility.

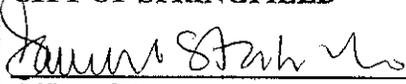
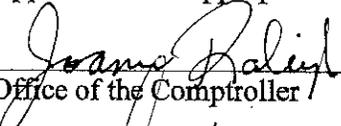
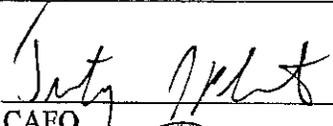
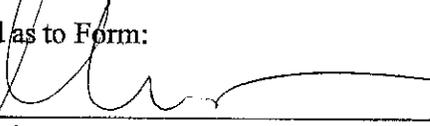
4) Successors and Assigns: The City and the Vendor each bind themselves and their legal representatives to all covenants of this Agreement. Neither the City nor the Vendor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party thereto.

5) Applicable law and exclusive forum: The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

6) Compliance with laws: The Vendor shall comply with all applicable state, federal and local laws, and all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

7) Extent of agreement: This Agreement together with the State Contract which is incorporated herein by reference, and the Exhibits attached hereto, represent the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Vendor and the authorized designees of the City listed below.

IN WITNESS WHEREOF, the City of Springfield and the Vendor have executed this Agreement as of the date the same is signed by all parties hereto, on the latest date noted below.

| | |
|--|---|
| DELL MARKETING LP  Lorri Bailey, Public Contracts Manager | CITY OF SPRINGFIELD  Office of Procurement |
| <i>W</i> Approved as to Appropriation: <i>N/A</i>  <i>7/31/13</i> Office of the Comptroller |  CAFO  Mayor, Domenic J. Sarno Date signed: <i>Aug 21</i> , 2013 |
| Approved as to Form:  City Solicitor <i>Asst.</i> | |

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

74-2616805

Individual Social Security Number, State Identification Number, Federal Identification Number, Company: Dell Marketing LP, P.O. Box (if any):, Street Address Only: One Dell Way, City/State/Zip Code: Round Rock, TX 78682, Telephone Number: (512) 723-0016, Fax Number: (512) 283-9092

List address(es) of all other property owned by company in Springfield: Please identify if the bidder/proposer is a Corporation

Individual, Partnership, Limited Liability Company, Limited Liability Partnership, Limited Partnership. Name of Individual: Dell Marketing LP is a Texas Limited Partnership ("DMLP"). Names of all Partners: Dell Marketing GP, LLC, a Delaware Limited Liability Company (DMLP's sole general partner) and Dell Marketing LP LLC, a Delaware Limited Liability Company (DMLP's sole limited partner).

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Lorri Bailey (authorized agent) certify under the pains and penalties of perjury that Dell Marketing LP (Bidder/Proposer), to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Dell Marketing LP Bidder/Proposer/Contracting Entity, Authorized Person's Signature: Lorri Bailey, Date: 7/23/2013, *To the best of my knowledge and belief.

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Lorri Bailey (authorized agent) certify under the pains and penalties of perjury that Dell Marketing LP (Bidder/Proposer), to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Dell Marketing LP Bidder/Proposer/Contracting Entity, Authorized Person's Signature: Lorri Bailey, Date: 7/23/2013, *To the best of my knowledge and belief.

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Lorri Bailey (authorized agent) certify under the pains and penalties of perjury that Dell Marketing LP (Bidder/Proposer), to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

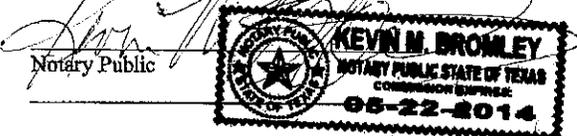
Dell Marketing LP Bidder/Proposer/Contracting Entity, Authorized Person's Signature: Lorri Bailey, Date: 7/23/2013, *To the best of my knowledge and belief.

Notary Public

STATE OF TEXAS, County of WILLIAMSON, ss., July 23, 2013

Then personally appeared before me [name] Lorri Bailey [title] Public Contracts Manager of [company name] Dell Marketing LP, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Dell Marketing LP

My commission expires:



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

FAILURE TO SUBMIT THE FOLLOWING FORM IS CAUSE FOR IMMEDIATE REJECTION.

CORPORATE CERTIFICATE

BC #20140038

I, ****** Lorri Bailey A Resident of Round Rock in

The State of Texas DO HEREBY CERTIFY: that I am
~~the Clerk~~/an Authorized Signatory

Secretary of Dell Marketing LP

Limited Partnership
A Corporation duly Organized and existing under and by virtue of the laws of the

State of Texas

Limited Partnership
And that I have custody of the records of such Corporation: and that as of the date herein below recited

* Lorri Bailey Public Contracts Mgr.
(Officer, person-signing on behalf of corp.) (Title)
Authorized Signatory Limited Partnership

Authorized to execute and deliver in the name and on behalf of the **CORPORATION**- the following:

**CITY-WIDE BLANKET CONTRACT WITH THE CITY OF SPRINGFIELD FOR:
SOFTWARE RESELLER- STATE CONTRACT ITS-42**

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Limited Partnership
Of such corporation this 23RD day of JULY 2013

(Affix)
(Seal)
(Here)

** [Signature]



***THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BYLAWS TO SIGN CONTRACTS ***

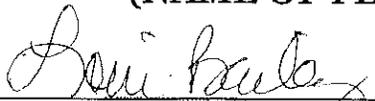
****SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT ***

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Lorri Bailey

(NAME OF PERSON SIGNING BID)



(SIGNATURE)

*To the best of my knowledge and belief.



Dell Marketing LP

(COMPANY)



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Summary

Document Number: ITS42 **Issued By:** Operational Services Division / IT and Office Procurements

[Summary](#) [Rules](#) [Issuer\(s\)](#) [Forms & Terms](#) [Vendor\(s\)](#) [Updates](#) [Other Information](#)

Document Title: Software Reseller RFR

Document Status: ACTIVE

Version: 00019

Amendment Reason: NO VENDOR ACTION NEEDED. Purpose of amendment is to update vendor contact information.

Estimated Value (US\$): 150,000,000.00

Small Procurement - Estimated Value \$10,000 to No \$150,000:

Estimated Units: Not Available

Large Procurement - Estimated Value greater than Yes \$150,000 :

Start Date: 07/01/2010 12:00AM

Last Changed Date: 07/09/2013 04:41PM

End Date: 06/30/2015 11:59PM

Award Date: 06/30/2010 11:59PM

Max End Date: 06/30/2015 11:59PM

Comm-PASS Information Technology - Related Equipment, Services & Category: Supplies / SOFTWARE-Packaged

Procurement Type: Open to All Eligible Public Entities

Applicable MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Procurement Law:

Statewide Contract: Yes

Contains Federal Stimulus: No

Contains EPP: No

Contains MBE/WBE/DBE: No

Contains Prompt Pay Terms: No

Seek Quotes:

Search Key Words: ITS42, Microsoft, Adobe, Symantec, Acrobat, Novell, MacEvitt, Software, Packaged, Statewide Contract, SWC, emergency

Description: The Operational Services Division, in collaboration with the States of Maine, New Jersey, New York, Rhode Island, and Vermont, conducted this procurement to establish a contract for computer software and related services, including training, consultation, customization, and software maintenance. The contract begins on July 1, 2010 and will terminate on June 30, 2015.

Related Solicitation ITS42 Number:

Quick Tips...

To inquire about a particular Solicitation, Contract, or Bidder Forum, contact the person listed on the Issuer tab within the specific record.

Please note that all information and file attachments contained in each tab of any Comm-PASS record are hereby incorporated by reference into the Solicitation, Bidders' Conference (Forum), and resulting Contract, if any, of that record.

It is the responsibility of every bidder to check Comm-PASS for both:

Any addenda or modifications to a Solicitation for which they intend to bid by monitoring the "Last Change" field on the Solicitation's summary page to ensure that they have the most recent Solicitation files; and,

Any Bidder Forum records related to a Solicitation for which they intend to bid by using the Search for Bidders' Forum function on the Conduct Business menu to ensure that they have access to information regarding physical bidders' conferences, functionality which supports submission of written questions during the defined question period, and all questions and answers associated with the Solicitation, if any.

The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodation to vendors who submit a bid based upon an out-of-date solicitation document or to vendors who submit a bid without reviewing the related Bidders' Forum information.

To access files attached on a displayed page, either:

Select the View icon (eyeglasses) to access any single file.

Use the Select All on this Page and Download Files Selected on this Page options to access multiple

files.

If you do not have the file decompression software or utilities which enable this feature, a trial demonstration of WinZip for PC's is available at www.winzip.com.

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Vendor(s)

Document Number: ITS42 Issued By: Operational Services Division / IT and Office Procurements

[Summary](#) [Rules](#) [Issuer\(s\)](#) [Forms & Terms](#) [Vendor\(s\)](#) [Updates](#) [Other Information](#)

Vendor Information

Company Name: Dell Marketing LP

Doing Business As (DBA):

Programs:

Comments:

Name: Lorri Bailey

Title: Contract Manager Public Post Sales

Address 1: 1 Dell Way

Address 2: MS RR8-07

City: Round Rock

State or Province: TX

Postal Code: 78682

Country: US

Phone1: 512-723-0016

Phone2:

Phone3:

Fax1:

Fax2:

E-mail: lorri_bailey@dell.com

Website:

Effective Start Date: 07/01/2010 12:01AM

Effective End Date: 06/30/2015 11:59PM

Vendor Code 1: VC6000262232

Vendor Code 2: 1

Vendor Documents

WARNING:
If this tab consists of more than one (1) page, you must navigate to each additional page using the number or Next/Last hyperlinks, then use the file View or Download Files tools

Select All on this Page

Download Files Selected on this Page

Quick Tips...
Information presented here is entered by the Contract Manager list on the Issuer(s) tab of this record.

Public purchasers and contract vendors seeking clarifications or corrections should contact the Issuer.

Contract vendors who want to report a SDO-certification, formerly SOMWBA-certification status error should submit this **form** as instructed.

To access files attached on a displayed page, either:

Select the View icon (eyeglasses) to access any single file.

Use the Select All on this Page and Download Files Selected on this Page options to access multiple files.

If you do not have the file decompression software or utilities which enable this feature, a trial demonstration of WinZip for PC's is available at www.winzip.com.

to access
the
additional
files.

3 items found, displaying all items.

| Select | <u>Upload Date</u> | <u>Document Description</u> | View |
|--------------------------|--------------------|--|---|
| <input type="checkbox"/> | 09/23/2011 | Microsoft Education Licensing Program - Enrollment 2 |  |
| <input type="checkbox"/> | 09/23/2011 | Microsoft Education Enrollment Web Invitation |  |
| <input type="checkbox"/> | 05/10/2011 | Microsoft Education Organization Consortium FAQs |  |

CONTRACT USER GUIDE



How to Use the Software Reseller Statewide Contract

Contract #: ITS42 Contract Duration: 07/01/2010 to 06/30/2015
 MMARS #: ITS42* Options to renew: No options available
 Contract Manager: Marge MacEvitt - 617-720-3121 – marge.macevitt@state.ma.us
 Last change date: 07/09/2013

Contract Summary

This contract is for software and related services, including installation, implementation, customization, training, support and maintenance. The three vendors on the contract are Software Resellers. Each stocks thousands of types of software and will also work with Software Publishers to obtain software which is not in their current catalog. The Commonwealth's price is based on the invoice paid by the Software Reseller to the Software Publisher, with a small percentage markup.

There are three Statewide Contracts for software with the Software Publishers directly rather than through ITC42: ITS19, Oracle, ITS41DesignatedITD, IBM, and ITS48DesignatedITD, ESRI (Geographic Information Software).

Benefits and Cost Savings

- Covers nearly all software available on the market
- Competitive pricing
- Three vendors available to provide additional competition and selection

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.



Software
ALL OTHER SOFTWARE

| Dell | En Pointe | SHI |
|------|-----------|-----|
| 3% | 6% | 3% |

Services

Maximum markup for services:

Maximum dollar amount that will be charged as a markup on any single invoice for services:

| | | |
|---------|-------|---------|
| 3% | 6% | 3% |
| \$2,525 | \$505 | \$2,525 |

Ordering

Eligible Entities request quotes from one or more Software Resellers (see "Seeking multiple quotes," below) via email, phone, fax or by obtaining the price from the Software Reseller's website. The Eligible Entity will then send a Purchase Order to the Software Reseller via email, fax or mail.

All orders placed under this contract must include language to make it clear that the order is being placed under ITS42. If you are not using OSD's standard order form or other form with a place to reference the Statewide Contract number, include the following statement on your Purchase Order: "This order is placed under Statewide Contract ITS42." Otherwise, the order will not be considered "use of a Statewide Contract" for procurement purposes. In addition it is recommended that the following language be included: "All of the terms and conditions of the Statewide Contract ITS42 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form shall be considered to be superseded and void."

Seeking multiple quotes

For orders for a particular brand of software over \$5,000 (other than Microsoft orders, which can be handled only by Dell), Eligible Entities must seek quotes from all three Software Resellers. Quotes obtained from the websites are acceptable; for items not in the on-line catalog, Eligible Entities must request quotes from the Software Resellers. Eligible Entities are not required to accept the lowest quote, but if they do not the reason must be documented in the procurement file.

It is not necessary to wait for quotes to be received from all three resellers. Only quotes received within one business day must be considered.

It is not necessary to request multiple quotes for maintenance renewals.

RFQ required for certain large software purchases

Agencies obtaining software with a total cost of ownership of \$250,000 or more must publish an RFQ on Comm-PASS unless one of the following conditions is met:

1. Software is proprietary software needed to operate a device;
2. Agency has previously standardized on use of the software, and is simply obtaining additional licenses or modules to expand their use of the software;
3. Acquisition is for maintenance/support only; and/or
4. Software has a monopoly or near-monopoly status within its domain.

The RFQ will specify that respondents must be willing to provide the software through ITS42, the Software Reseller contract, or through another Statewide Contract for software. The respondent may choose the reseller with whom they wish to partner.

Additional Information

Vendors

For detailed information on how to contact each vendor and obtain access to their website, please follow the links below to locations in this document.

Dell EnPointe SHI

Service Requirements

Response to inquiries (telephone or email): 4 hours

Providing quotes for items in Software Reseller's catalog*: 4 hours

Delivery time after order receipt: Dell – 10 days, SHI and En Pointe: 7 days (except if Eligible Entity notified of delay beyond vendor's control)

Defective/incorrectly delivered media: pay for return shipment by Eligible Entity and replace by overnight delivery if requested

Response to software download/installation problems: 4 hours from notification

Notification of upcoming maintenance expiration: 3 months in advance of expiration

*If items are not in the Software Reseller's catalog and they have no established relationship with the Software Publisher, they cannot control how long it will take to obtain a quote, but must keep the Eligible Entity updated as to progress.

Eligible Entities are encouraged to email OSD's Contract Manager, marge.macevitt@state.ma.us, if these service requirements are not met.

Additional Contract Provisions

Returning Unused Software

Delivered on media

Unopened software can be returned with no restocking fee up to 30 days from the date of receipt, if allowed by the Software Publisher. If not allowed, this must be stated on the quote. Shipping/ delivery for media will be paid by the Eligible Entity.

Delivered via download

Downloaded software can be returned with no additional fees up to 30 days from the date of download, if allowed by the Software Publisher, provided that the Eligible Entity provides any certifications required by the Software Publisher concerning the Eligible Entity's use of the software. If the Software Publisher has a shorter timeframe for returns or requires additional fees, this must be stated on the quote.

Guaranteed 30 Day Quote

Contractors will honor all quotes for 30 calendar days, regardless of price increases. If it is known that a price increase will occur during the 30 calendar days following the quote, the Contractor may provide two quotes, based upon the date that the order is received.

Shipping Charges

None, unless expedited shipping is ordered by the Eligible Entity.

Assistance in locating software packages for a particular purpose

If you know what you want a package to do – for example, transportation scheduling - but don't know what packages are available, contact your Account Team listed in the sections at the end of this document with specific information for each Reseller: Dell Account Team, En Pointe Account Team, SHI Account Team. The Resellers' Account Teams have access to specialized resources for locating software.

“Three way” Agreements

If services such as customization, integration, or other services that are not “off the shelf” are being obtained, the Eligible Entity should have a written agreement for the services. Since there is no Statewide Contract with the Software Publisher, who will generally be providing the services, a “three way” agreement is typically used. This is signed by the Software Publisher, the Software Reseller, and the Eligible Entity. Software Resellers, if requested, must be party to written agreements in excess of \$50,000 for software and/or software related services. The Software Resellers have agreed to the following language:

“This Services Agreement, dated as of, [month, day, year], (“Effective Date”) is made and entered by and between [Software Reseller], (“[Software Reseller Abbreviation]”) a software reseller with principal offices at [street address, state, zip], [Software Publisher], (“[Software Publisher Abbreviation]”), with principal offices at [street address, state, zip], and the [Eligible Entity Name], (“Customer”) with principal offices at [street address, state, zip]. The [Commonwealth or State of [State or Commonwealth Name]] has contracted with [Software Reseller Abbreviation]”, under Contract ITS42 to provide software, maintenance and associated services to various entities within the [Commonwealth or State], and the [Commonwealth or State] does not have a direct contractual relationship with [Software Publisher Abbreviation]. [Software Reseller Abbreviation] is not a manufacturer of these items, but is a “reseller.” With respect to this agreement Customer wishes to purchase software and associated services manufactured and provided by [Software Publisher Abbreviation], and [Software Publisher Abbreviation] is responsible for and assumes liability for the below referenced responsibilities and for their performance under this Agreement. [Software Reseller Abbreviation] has subcontracted with [Software Publisher Abbreviation] for the provision of services under this Agreement. The entire agreement between [Software Reseller Abbreviation] and the [Commonwealth or State] in the following order of precedence consists of (1) the Commonwealth's standard terms and conditions and standard form contract; (2) the Commonwealth's RFR ITS42; (3) [Software Reseller Abbreviation]'s response thereto and (4) the following Agreement as agreed to by [Software Reseller Abbreviation], [Software Publisher Abbreviation] and Customer.”

The Software Resellers cannot compel Software Publishers to sign “three way” agreements if they do not wish to do so, but the Software Resellers are willing to include the language above and to sign such agreements.

How to find the Contract on Comm-PASS

1. Go to www.comm-pass.com
2. Select “Search for contracts” (link near bottom of page)
3. Enter ITS42 as the “Document Number” and click Search
4. Select the new link which now appears toward the top of the page: “There are 1 contracts(s) found that meet your search criteria”
5. Select the eyeglasses icon next to the document entitled “Software Reseller RFR”
6. Information about the contract is found under the different tabs.

Additional Guidance

Maintenance

Maintenance offerings vary from one Software Publisher to another. In many cases, “maintenance” refers primarily to upgrade protection, that is, it enables the user to receive “free” upgrades when upgrades are released. Call-in support may often be obtained via “incident packs” or other mechanisms. The Software Reseller can advise you about different options available. If you receive a quote that includes maintenance, be sure you understand what is included, and that if different maintenance levels are offered, the level you are buying is stated on the quote.

Volume License Agreements

Volume License Agreements (VLAs) are agreements with a Software Publisher that take the expected purchase volume of the entire Commonwealth into account when establishing a discount. Therefore you should not expect an additional discount when you buy a large quantity of software covered by a VLA, such as Microsoft or Adobe, because the discount is already included.

Software License Agreements

License agreements, whether attached separately or presented on-line when installing the software (“click through” agreements) include provisions regarding how the software may be used. It is critical that someone in the Eligible Entity’s organization READ these documents. For example, when a license is installed on a server, is the number of users unlimited? Must there be one license for each individual with a login to that server? Is the number of concurrent users a factor? The Software Publisher or your Software Reseller Account rep will be able to answer specific questions you may have, but you should still read the license agreement.

Better pricing available elsewhere

If you find better pricing from another source, please advise the Software Reseller. They may be able to meet the price by arranging a better deal with the Software Publisher. If they cannot, and the difference is significant, please contract OSD’s Contract Manager, marge.macevitt@state.ma.us. There is a process for obtaining software “off contract.”

Software that is not available

If none of the resellers can provide a quote for the software you wish to obtain, you may obtain it through whatever method you would use, given the size of the purchase, to obtain a commodity that is not available on Statewide Contract. Keep the documentation on file to show that the software could not be obtained under ITS42. You do not need to request permission to go “off contract” in this case.

Strategic Sourcing Services Team Members

| | |
|---------------------|---|
| Cortissoz, Leo F II | Department of Revenue |
| Grant, Rashiem | Executive Office of Health and Human Services |
| Hamel, Linda | Information Technology Division |
| Morrison, Jim | University of Massachusetts |
| Silverman, Marc | Department of Public Health |
| Wong, Maisy | Department of Public Health |

Dell

Dell Account Team

As a general rule you should contact your "Inside Sales Representative" first, since s/he will generally be more accessible.

Software Inside Sales Representatives for selected Agencies:

Dave Markko, dave_markko@dell.com 1-224-543-5543

| | | |
|------------------------------|----------------------------|---------------------------------------|
| Department of Transportation | DEPT OF SOCIAL SERVICES | STATE LOTTERY COMMISSION |
| DEPT OF PUBLIC HEALTH | DEPT OF YOUTH SERVICES | Mass Housing and Economic Development |
| MASS HIGHWAY | DEPT OF MENTAL HEALTH | MBTA |
| STATE TREASURY | DEPT OF ENVIRON PROTECTION | City of Boston, Boston Public Schools |

Kayla Macko kayla_macko@dell.com 1-224-543-5679

| | | |
|----------------------------|----------------------------|---------------------------------|
| ITD | Administration and Finance | Labor and Workforce Development |
| State Legislature | Mass Trial Courts | BOARD OF HIGHER EDUCATION |
| OFFICE OF ATTORNEY GENERAL | DEPT. OF REVENUE | Department of Public Safety |
| OPERATIONAL SERVICES | STATE POLICE | EHS |

Massachusetts State agencies not listed above:

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Dave Markko, dave_markko@dell.com 1-224-543-5543

Chris Fall, christopher_fall@dell.com 617-981-2897

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Elija Alcalá, alcala_elija@dell.com 512-513-0366

Kyle Kinloch kyle_kinloch@dell.com 512-513-0229

Janie Tunstall janie_tunstall@dell.com 512-513-2225

Other Contacts

Chris Fall, Software & Infrastructure Services Account Executive, State and Local Government New England, 617-981-2897, christopher_fall@dell.com. Chris works with state contracts within every state in New England. **All accounts in the State of Massachusetts can contact Chris for an additional level of support and to escalate any issue.**



David Rogers, Local AE for local government, Municipalities, and K-12
David_a_rogers@dell.com 512-695-0178

Roxanne Haayer is the manager of the Eastern Inside State Government Software Sales Team. roxanne_haayer@dell.com 224-543-5328 (Kayla Macko and Dave Markko's supervisor)

Dan Emerson is the Director of Sales for Software across the U.S.
dan_emerson@dell.com 443-422-8090 (Chris Fall's Supervisor)

Bonnie Stringer (Leah, Kyle, Elija, and Janie's supervisor) bonnie_stringer@dell.com 512-513-2188. Bonnie is an additional escalation point for local government, municipalities, and K-12.

Using Dell Software Online to get pricing, reports, and information

Link to [Dell Software Online](#)

Any Eligible Entity can access Dell Software Online. Some Dell Software Online features require an additional level of access:

- reports of your Agency's software purchases
- order tracking

Each Eligible Entity may designate one "Site Supervisor" by contacting their Dell Account Manager. The Site Supervisor will be given a login ID and password which will enable access to account information to control who has access to which additional Dell Software Online features. If you require a login and password to be issued, please contact your Dell Software Inside Sales Representative to request a login and password for Dell Software Online.

Other ways to get reports

The previous section describes how you can run reports on your own. If you prefer, your Dell Account Representative can create reports of your Agency's software purchases, both ad hoc reports and reports which can be scheduled for you to receive automatically on a periodic basis. One report Agencies may find useful is a report showing the expiration date for maintenance for each of their software licenses.

Ordering Address
Dell Marketing, L.P.
850 Asbury Drive
Buffalo Grove, IL 60089

Payment Address
Dell Marketing, L.P.
PO Box 643561
Pittsburg, PA 15264



Dell's **Vendor Code** is VC6000262232.

En Pointe

En Pointe Account Team

To request a quote or other information about software:

800-719-8014

Massachusetts@enpointe.com

ITS42 Software Specialist Supervisor

Saiqa Yousaf, Team Lead

310-337-5200 Ext 2611

syousaf@enpointe.com

Ed Kane, Account Executive

617-480-9561

ekane@enpointe.com

Kathy Perez

VP, Public Sector

800-819-9725

kperez@enpointe.com

Placing an Order

Orders can be placed via fax or Email to the ITS42 Account Team:

Email: Massachusetts@enpointe.com

FAX: 800-915-9138

The team can be reached at: 800-719-8014

Pricing and Reporting

Quotes

Simple quotes are most easily obtained by using En Pointe's online portal, [AccessPointe](#).

En Pointe encourages agencies to request specific quotes for multiple-license purchases. For quotes on these larger quantities, or for items not found in the online catalog, please contact En Pointe's ITS42 Software Specialist team at:

800-719-8014 or massachusetts@enpointe.com

Additional Information from En Pointe

Online portal, AccessPointe

Each eligible entity will be able to set up an [AccessPointe](#) account and designate one or more Site Supervisors when establishing their buying account with En Pointe. The Site Supervisor will be given a login id and password, which will enable access to account information and allow control of access to additional [AccessPointe](#) features. Changes or updates can be made at any time by contacting the ITS42 Specialist Team or the En Pointe Account Manager.

Link to [overview of AccessPointe](#)

and enter –

User ID: mademouser and Password: enpointe

Reports

Once you have a login and password for AccessPointe, you can run reports for your organization's purchases on your own. If you prefer, the En Pointe team can create reports of your agency's software purchases and email them to you, either ad hoc or on a scheduled, recurring basis.

Technical advice

As a VAR (Very Large Account Reseller), or Services LAR (Large Account Reseller), for many of the major vendors on the contract, En Pointe has in-house resources who can provide pre-purchase technical advice and other help in evaluating your technology options. If you need assistance before making your purchase, please contact Ed Dobbins or Heather Miller to be put in touch with the appropriate En Pointe technical resource.

Ordering Address:

En Pointe Technologies Sales Inc.
18701 South Figueroa Street
Gardena, CA 90248
ATTN: Lony Bracale/ITS42

Payment Address:

En Pointe Technologies Sales Inc.
P.O. Box 514429
Los Angeles, CA 90051

National HQ's address:

En Pointe Technologies Sales Inc.
18701 S. Figueroa
Gardena, CA 90248

En Pointe's **Vendor Code** is VC6000262232.

SHI ACCOUNT TEAM

Requests for Product, Pricing or Licensing Program Information

You can request product, pricing or information via email, fax or phone by contacting the SHI Inside Sales Team for the Commonwealth of Massachusetts.

Inside Sales Team- Quotes/Orders - Toll Free: 800-477-6479

Education Customers:

Lauren McNamara: ext. 6653

Jacobi Mack: ext 5840

Eric Cheng: ext 8237

Kelly Piotrowski: ext 8674

State and Local:

Jonathan_Gaudet Ext. 6404

Christopher Racioppo: ext. 5808

Team Email Alias- These emails will go to appropriate inside and outside reps.

State: MASLG@shi.com

Local Government: MALOCALGOV@shi.com

Higher Education MAHiEd@shi.com

K-12 MAK12@shi.com

Overall Contract Management/ Outside Sales Team

Barbara_West@shi.com New England Region Manager/Contract Manager
508-799-5433 (office) | 508-945-4449 (cell phone) | 508-799-5633 (fax)

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Contracts ITS42 and ITC47 | Mobile: 508-254-5739

Jason_Larue@SHI.com Business Development Manager - MA K12 Rep| Contract ITS42
& ITC47 | Mobile: 781-801-6071

Escalation Path and Complex Requirements

Yara_Ismail@shi.com Senior Public Sector Inside Sales Manager – 800-527-6389 ext 7240

Kristie_Minahan@shi.com Inside Sales Public Sector Manager |
Toll Free: 800-527-6389 Ext 5938 | Office: 732-868-5938 | Fax: 732-868-5939

PRICING AND PRODUCTS FROM SHI WEBSITE

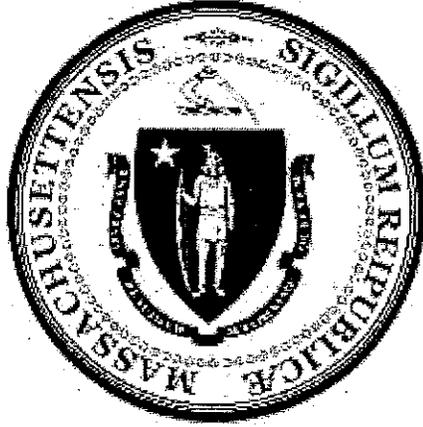
As an alternative to requesting quotes from your account representative, you also search for pricing using SHI's website. A website and catalog has been created specifically for the Commonwealth of Massachusetts ITS42 Contract. Go to [SHI's website](#) – choose Public Sector- then MA. Please contact your **BDM** if you have any questions.

If you cannot find the publisher or product that you are searching for, please contact your account team. While this catalog contains products from thousands of publishers, it does not contain all of the tens of thousands of partners that SHI works with today. SHI will work to source whatever software products you are looking for.

SHI's **Vendor Code** is VC6000262232.

OPERATIONAL SERVICES DIVISION

ONE ASHBURTON PLACE, 10TH FLOOR, ROOM 1017, BOSTON, MASSACHUSETTS 02108-1552



Request for Response (RFR)

Document Title: Software Reseller

Document Number: ITS42

December 18, 2009

Please Note: This is a single document associated with a complete Solicitation that can be found on Comm-PASS. All Bidders are responsible for reviewing and adhering to all information, forms and requirements found in all tabs and related forum records for the entire Solicitation. To locate the Solicitation associated with this document, go to www.comm-pass.com, select the "Search for solicitations" link, enter the above Document Number in the "Document Number" field, and select the "Search" button. Bidders who need help regarding Comm-PASS navigation may refer to the Comm-PASS Resource Center at www.mass.gov/osd for documents and guides. Bidders may also contact the Comm-PASS Helpdesk at comm-pass@state.ma.us or the Comm-PASS Helpline at 1-888-MA-STATE. The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

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1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

This RFR is to create the successor Contract to ITS14 Software Reseller. Throughout this RFR, unless otherwise stated, Commonwealth refers to the Commonwealth of Massachusetts and the States of Maine, New Jersey, New York, Rhode Island and Vermont. All of the above are presently using ITS14.

The Commonwealth of Massachusetts and the States of Maine, New York, Rhode Island and Vermont entered into a contract with ASAP, a Software Reseller, in 2003, as a result of a jointly conducted competitive procurement. The Commonwealth of Pennsylvania and the State of New Jersey joined ITS14 after the Contract was in place. ASAP was subsequently acquired by Dell Marketing LLP ("Dell") and the contract was transferred to Dell. The contract is now in its last year, with an expiration date of June 30, 2010. It is the intent of this procurement to establish a successor contract which will provide equal or better value to the Commonwealth.

The Commonwealth seeks a Software Reseller to provide software, training, pre-sales assistance, documentation, installation, configuration, customization (Massachusetts only), and volume license agreement administration. In addition, software packaged with hardware as an appliance may be provided, but only with the written approval of the State Contract Manager for each State on a case-by-case basis. The Software Reseller must be a Microsoft Government Large Account Reseller (LAR) and a Microsoft Academic Education Reseller (AER), and must be able to manage volume license agreements with several other Software Publishers. Additionally, the Software Reseller will provide software that is not available through volume license agreements.

New York State has direct contracts for a variety of software products and therefore the listing of vendors at the following website will not be included for purchases by New York State: www.ogs.state.ny.us/purchase/snt/awardnotes/79518prohibited.pdf, dated 6/22/09.

This listing is subject to change during the life of the contract.

| Massachusetts List of EXCLUDED SOFTWARE * | |
|---|---------------------|
| Oracle | Computer Associates |

*Software is excluded if it is available at the same or better pricing from a current Statewide Contract with the software publisher.

The list above is subject to change during the life of the contract, see the "Forms & Terms" tab of the ITS42 contract after it has been awarded for updated information.

The state of Maine does not purchase Oracle software through the Reseller contract.

1.2 Number of Awards

The target number of Contractors to be selected is three. This is a target number; the Commonwealth may select more or fewer Contractors if it is in the best interests of the Commonwealth to do so.

Each State will determine whether it will award Contracts to one or more of the selected Bidders. Any State which does not initially award Contracts to all of the selected Bidders may add additional Contractors from those who were selected at any time during the life of ITS42.

1.3 Adding Contractors After Initial Statewide Contract Award

If, over the life of the Contract, the Commonwealth determines that additional Contractors over and above those initially selected should be added, these may first be drawn from companies that responded to this Solicitation but were not among those initially selected. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional bids.

1.4 Acquisition Method(s)

Licenses will be acquired by outright purchase, subscription, lease purchase or term lease. Lease purchase and term lease are allowable only for eligible entities whose rules and regulations permit leasing of software. With a lease purchase, the eligible entity owns the licenses to the software once all lease payments have been made. With a term lease, the eligible entity does not retain ownership of the software license when the term expires. Term leases are permitted only in conjunction with term leases of hardware, where the leased software runs on the leased

hardware. The Eligible Entity will be responsible for obtaining financing via a third party leasing company in accordance with the procurement laws and regulations governing the Eligible Entity. The third party leasing company will pay the ITS42 vendor.

Services will be obtained on a time and materials or fixed price basis.

1.5 Contract Duration

The initial term of this Contract will begin on or about March 1, 2010 and will terminate on June 30, 2015.

No sales will take place under the Contract until July 1, 2010. It is expected that the time period between Contract award and July 1, 2010 will be used by the selected Bidders to establish agreements with Software Publishers and make arrangements to manage Volume License Agreements.

1.6 Performance and Payment Time Frames which Exceed Contract Duration

All agreements for products and services entered into during the duration of this Contract 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 written agreement, other than a maintenance and support agreement or an agreement for services directly related to maintenance and support, may extend more than three years beyond the final termination date of this Statewide Contract. No new agreements for services may be executed after the Contract has expired. For the purposes of this section, renewals of contracts pertaining to maintenance and support, with or without updated terms, and issuance of purchase orders that constitute exercise of rights arising under maintenance and support agreements, will not be construed as new agreements.

1.7 Estimated Value of the Contract (Including All Options to Renew)

Please refer to the "Estimated Value (US\$)" field on the Summary tab for this Solicitation on Comm-PASS.

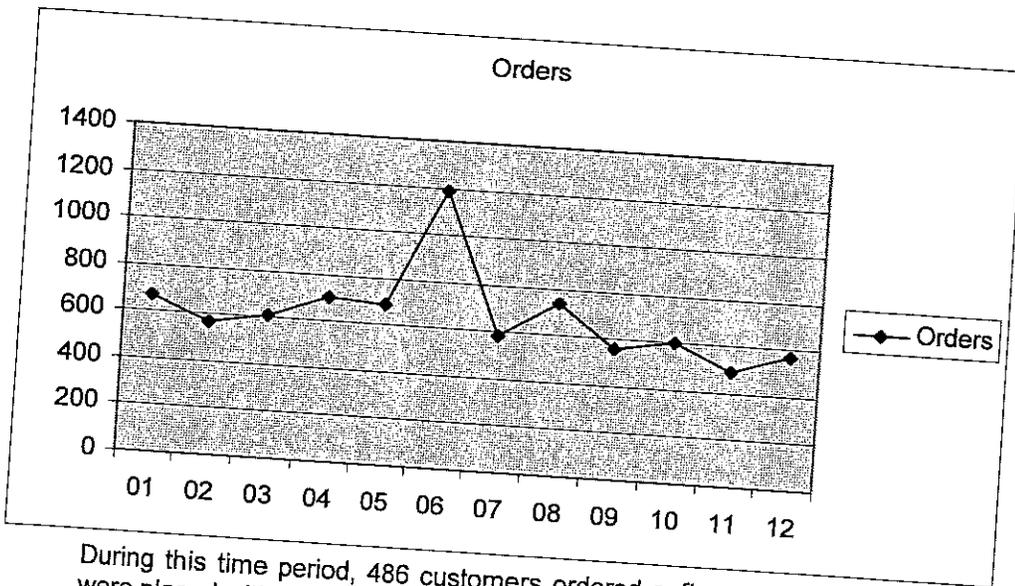
The Commonwealth makes no guarantee that any goods or services will be purchased from any Contract resulting from this Solicitation. Any estimates or past procurement volumes referenced in this Solicitation are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

The estimated annual expenditure under the contract to be awarded as a result of this RFR is (in millions):

| State | Dollars (in millions) |
|---------------|-----------------------|
| Maine | \$0.89 |
| Massachusetts | \$30.5 |
| New Jersey | \$50 |
| New York | \$135 |
| Rhode Island | Not available |
| Vermont | \$2 |
| Total | |

1.8 Usage Pattern – Current Contract (Massachusetts)

Order volume historically peaks in June. The graph below shows the number of orders by month for July 1, 2007 through June 30, 2008, which is similar to previous years. The number of orders per day averaged 31, with a low of 2 and a high of 168.



During this time period, 486 customers ordered software, with 854 "ship to" addresses. Orders were placed with 561 different Software Publishers.

1.9 Eligible Entities

1.9.1 Massachusetts

Massachusetts Eligible Entities are listed on the Issues tab for this Solicitation on Comm-PASS.

1.9.2 Maine

This statewide contract may be used by all agencies of the State of Maine.

Political subdivisions of the State of Maine may participate in this contract at the same prices, terms and conditions. Further, items furnished to political subdivisions will be billed directly to and paid for by the political subdivisions and neither the Commonwealth of Massachusetts or the State Maine of assumes any responsibility for those transactions.

1.9.3 New Jersey

This contract may be utilized by the all State Agencies and NJ's Cooperative Purchasing Partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

1.9.4 New York

This statewide contract may be used by all authorized users of New York State (NYS) contracts including all NYS Agencies and other NYS Authorized Users, see following website for listing of Non-State Agency Authorized Users: <http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>. Vendor agrees to usage by all NYS Authorized Users by signing this agreement. By submitting a proposal, Bidders are acknowledging that all NYS Authorized users may participate in contracts resulting from this bid opening.

NYS AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

1.9.5 Rhode Island

This Statewide Contract ("State Master Price Agreement Contract") may be used by all agencies, including higher education and quasi-public agencies.

Any municipality or regional school district of the State may participate in State Master Price Agreement Contracts for the purchase of materials, supplies and equipment entered into by the

purchasing agent, provided, however, that the Contractor is willing, when requested by the municipality or school district, to extend the terms and conditions of the Contract and that the municipality or school district will be responsible for payment directly to the vendor under each Purchase Contract.

1.9.6 Vermont

This statewide contract may be used by all agencies of the State of Vermont.

Political subdivisions of the State of Vermont may participate in this contract at the same prices, terms and conditions. Further, items furnished to political subdivisions will be billed directly to and paid for by the political subdivision and neither the Commonwealth of Massachusetts, State of Vermont nor its Commissioner of Buildings and General Services personally or officially assumes any responsibility.

Institutions of Higher and Technical Education.

Institutions of Higher and Technical Education may participate in this contract at the same prices, terms and conditions. This includes, but is not limited to: Vermont State Colleges, Inc, a separate corporation and the University of Vermont. Further, items furnished to institutions of higher education and technical education will be billed directly to and paid for by the specific institution, and neither the Commonwealth of Massachusetts, State of Vermont or its Commissioner of Buildings and General Services personally or officially assumes any responsibility.

2 ESTIMATED PROCUREMENT CALENDAR

| EVENT | DATE |
|--|---|
| Solicitation: Announcement of Intent to Procure | 12/4/2009 |
| Solicitation: Release Date | 12/18/2009 |
| Forum: Start date for Bidders to submit written questions to the Comm-PASS forum | 12/18/2009 |
| Forum: Deadline for submission of written questions | 1/5/2010, 3PM |
| Forum: Official answers published (Estimated) | 1/19/2010 |
| Training for Online Submission | Navigate from "OSD Events and Training" at http://www.mass.gov/osd to find SmartBid training schedule |
| Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the "Amendment Deadline" on Comm-PASS). | 2/2/2010, 2PM |
| Solicitation: Close Date / Submission Deadline | 2/18/2010, 2PM |
| Oral presentation via webinar, if requested by the Commonwealth | February, 2010 |
| Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated) | 3/16/2010 |
| Contract: Estimated Contract Start Date | 4/1/2010 (Sales under Contract may start no earlier than 7/01/2010.) |

Times are Eastern Standard/Daylight Savings (US), as applicable. If there is a conflict between the dates in this Procurement Calendar and dates on the Solicitation's Summary tab or Forum pages, the dates on the Solicitation's Summary tab or Forum pages on Comm-PASS shall prevail. Any changes in the Estimated Procurement Calendar which are made after the RFR has been published will not result in amendments to the Estimated Procurement Calendar. Such changes will appear only on the Solicitation's Summary tab and/or related Forum pages on Comm-PASS. Bidders are responsible for checking the Solicitation's Summary tab and related Forum pages on Comm-PASS for Procurement Calendar updates.

2.1 Written Questions via the Online Bidders' Forum

The Bidders' Forum or Online Forum is the opportunity for Bidders to ask written questions and receive written answers from the Procurement Management Team (PMT) regarding this Solicitation. All Bidders' questions must be submitted through the Bidders' Forum found on Comm-PASS (See "[Locating an Online Bidders' Forum](#)," below). Questions may be asked only between the "QA Start" and "QA End" dates, when the "Ask a Question" link (located in the right-hand corner above the Forum's "Question/Answer" tab) is available.

Please note that any questions submitted to the PMT using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are immediately accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder's company or other companies. The PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Solicitation.

Only written response(s) posted on a Bidders' Forum which has been "finalized" will be binding on the Commonwealth. The last entry in a Forum's Summary tab indicates whether answers are final.

2.2 Locating an Online Bidders' Forum

- Go to www.comm-pass.com.
- Select the "FORUMS" tab from the main navigation bar.
- Select the "Search for Bidders' forum" link.
- Enter the Document Number appearing on the front of this document in the "Referenced Solicitation Number" field.
- Select the "Search" Button.
- Select the search results link appearing at the top of the Search page.
- Select the view icon (eyeglasses) to access the Forum. There may be more than one Bidders' Forum for a Solicitation.

2.3 Debriefing

The PMT may conduct debriefings for non-selected Bidders, if requested within 14 calendar days of Contract awards being posted on Comm-PASS. The PMT will provide debriefing guidelines in advance of each debriefing.

3 SPECIFICATIONS

Additional required terms appear in the Appendices to this RFR.

Bidders must respond to all specifications requiring a response with respect to the Bidder's company, rather than referencing the experience and qualifications of the Bidder's partner(s), parent company, or subsidiary company(ies).

3.1 Bidder Qualifications

3.1.1 Years in the Industry of the Solicitation

The Bidder must have at least three years experience providing software products as a reseller to large organizations (software reseller). The "Bidder" is the company whose Tax Identification Number (TIN) appears on the Commonwealth documents submitted in response to this RFR. All responses must pertain to this entity, NOT to a parent entity, a subsidiary company with a different TIN, or an operating division within the entity, except as described below. For example:

- Company A has been in business as a software reseller for two years. Its parent company, company B, has been in business for more than three years but not as a software reseller. Neither company is eligible to respond to this RFR.
- Company C has been in business as a software reseller for more than three years. Its parent company, company D, has been in business for several years but not as a software reseller. Company C is eligible to respond to this RFR, but company D is not.

There are two qualifications to the above. First, changes to the TIN which did not involve another organization – for example, a change in tax identification number as a result of changing from a corporation to an LLC are not considered TIN changes for the purposes of this section. Second, in the case of entities that have new TINs or who have undergone mergers or acquisitions within the past 8 years, the PMT wishes to consider the relevant experience and qualifications of the companies which combined to create the new entity. In the response to this section, bidders must provide a sufficient description of each such merger or acquisition to enable the PMT to easily determine the years of software reseller experience of the combined entity.

3.1.2 Authorization Letters from Manufacturers or Dealers

The Bidder must be a large account reseller (or comparable term) and be able to manage volume license agreements for the following Software Publishers:

Adobe ("Open Options" and CLP)
Attachmate
BMC
Business Objects
Citrix
EMC
Hewlett Packard
IBM
Information Builders
Kronos Software
Microsoft (Government Large Account Reseller (LAR) and Academic Education Reseller (AER) at highest level)
Novell
Oracle Corporation
Quest
Red Hat
SAS
Symantec
VMWare
Websense

The Bidder must agree that, at the request of any State Contract Administrator, the Bidder will assume administration responsibilities for any Volume License Agreement for that State. For

example, Microsoft contacts the "Authorized Administrator" for the Microsoft Volume License Agreement whenever anyone requests access to the Microsoft Volume Licensing Services (MVLS) website. The Bidder agrees to take any steps necessary to authorize such access.

Evidence, such as a letter from the Software Publisher, must be included for each of the above Software Publishers, and for any other Software Publishers with which the Bidder has volume license agreements. The Bidder must be a LAR in its own right. Merely being able to purchase from a LAR is not sufficient. It is desirable that the Bidder have volume license agreements with additional Software Publishers.

If one or more of the Software Publishers listed above have indicated that they will not do business with the Bidder, or should that become the case during the life of the contract, that will not be considered grounds for disqualifying the bid or canceling the contract, unless the Software Publisher is Microsoft (See RFR Section 1.1, Procurement Scope and Description). However, it is desirable that the bidder be a reseller for all of the above software publishers, and inability to do business with a substantial number of them will be grounds for disqualifying the bid.

3.1.3 Additional Software Publishers Who Will Not Allow The Bidder to Resell Their Products

Bidders must provide a list of software publishers (in addition to those listed in the response to the previous section) who have indicated that they will not allow the Bidder to resell their products or services. This list should flag any Software Publishers who do not do business with any general software resellers.

3.1.4 Excluded Software Publishers

The Bidder must agree that there are no software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them.

3.1.5 Additional Software Publishers

In addition to the Software Publishers listed above, the Bidder must supply a list of all Software Publishers with whom they have arrangements in place to resell software. During the evaluation, the PMT may request contact information for several of the software publishers listed in order to verify that the Bidder can resell their software.

3.1.6 Gross Annual Income

The Bidder's gross annual income from all sources for its most recently completed fiscal year must be \$200 million or more. The income requirement applies to the entity submitting the bid, it cannot be met by including income from a parent company, if any.

3.1.7 Open Ratings/Dun & Bradstreet (D&B)

The PMT has chosen to utilize independent parties, Open Ratings and Dun and Bradstreet Information Services (D&B), to assist in the evaluation process in two areas, reference checking and financial stability. The required reports are the "Supplier Evaluation Report" and the "Past Performance Evaluation (Supplier Performance Review)." Bidders are urged to request the Open Ratings / Dun and Bradstreet reports as soon as possible. Typically, reports can be prepared within 30 days, however, there can be delays in report preparation, so Bidders should NOT wait until 30 days before the Solicitation is due to request the reports. In particular, delays can be lengthy if Open Ratings is unable to contact a sufficient number of a Bidder's references to prepare a report, and must contact the Bidder for additional references. It is the Bidder's responsibility to submit references which can be contacted readily. Bidders must provide up to 20 references. References will be emailed a survey invitation. If Open Ratings is unable to receive 4 completed surveys or 50% completes by the 14th day of your order, the references will then be called between the hours of 9:00 A.M. and 5:00 P.M. E.S.T. Monday through Friday until they have obtained the minimum.

If Dun and Bradstreet does not have a current Supplier Evaluation Report on file for the Bidder's company and must update the report, this can require up to an additional 10 business days. If a Bidder receives the reports but believes they contain errors, it is the Bidder's responsibility to contact: D&B's Customer Resource Center at 888-299-3118 to report any changes/updates if the issue concerns the "Supplier Evaluation Report," and the Open Ratings

Coordinator (727-329-1184; orders@openratings.com) at Open Ratings if the problem is with the "Past Performance Evaluation (Supplier Performance Review)" in time to obtain a corrected version in time to include with the RFR Response.

Bidders must ensure that the company name given on the Open Ratings/Dun and Bradstreet reports matches the name on the Bidder's Response, unless the company's name has changed during the time period between requesting the Dun and Bradstreet report and submitting the RFR Response. In that case, an explanation of the change, including the date of the change, must be provided.

Important Note:

Failure to include these two reports with the response may result in rejection of the Response. Bidders are advised to contact the Open Ratings Coordinator (727-329-1184; orders@openratings.com) at Open Ratings if they have not received their reports by two weeks in advance of the Proposal due date.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form in the recipient section. Bidders must request that a copy of each report be sent to the PMT, to marge.macevitt@state.ma.us. The online request form may prompt for additional contact information for the report recipient. If so: Marge MacEvitt, Operational Services Division, 10th Floor, 1 Ashburton Place, Boston MA 02108, Tel 617-720-3121, Fax 617-727-4527.

It is required all Bidders submit the request for the reports directly to Open Ratings via <http://www.ppereports.com/>. When placing an order for the Past Performance Evaluation (Supplier Performance Review) and the Supplier Evaluation Report, select the "State and County" report option at the appropriate prompt during the ordering process. The Bidder must pay online with Open Ratings for both reports.

Important Note:

In the past, some Bidders with accounts at D&B have ignored the above instructions and simply contacted their D&B representative and requested that a report be run. The report that is generated may or may not be the correct Supplier Evaluation Report, and that process most certainly will NOT generate the Past Performance Evaluation (Supplier Performance Review), which is prepared by Open Ratings. Please follow the instructions above.

Bidders who have obtained the two required reports (Supplier Evaluation Report and Past Performance Evaluation (Supplier Performance Review)) on or after July 1, 2009 may submit those reports instead of providing new ones. However, they must arrange with Open Ratings / Dun and Bradstreet for a copy of both reports to be emailed to marge.macevitt@state.ma.us in addition to including the reports in their Response.

Bidders whose "Supplier Risk Score" on the Supplier Evaluation Report is above 7 must provide an explanation sufficient to assure the PMT that the company's financial position is viable. Bidders whose "Overall Performance Rating" on the Past Performance Evaluation (Supplier Performance Review) is below 80 or show negative feedback under "Distribution of Feedback" must explain why the PMT should consider awarding a Contract to a company whose customer ratings do not indicate a high level of customer satisfaction.

3.1.8 Comparable Customers

It is desirable that the Bidder have at least one client with an annual purchase volume of \$50 million or more.

3.1.9 References

Bidders must provide contact information for five current customers who will serve as references for the bidder. If the Bidder has current state government customers, contact information must be supplied for those customers. If the Bidder does not have current state government customers, contact information may be supplied for private industry, non-profit organizations, or other customers.

3.1.10 Organization and Staffing

3.1.10.1 Account Team

The Bidder must describe the composition of the Account Team that will provide services under this Contract for each State. Provide an organization chart depicting the Account Team and showing how the Account Team fits into the overall organization. For each State, indicate the different roles and the number of FTEs dedicated to this Contract who will occupy each role. The chart must also indicate the location (State or country, if not in the United States) of each member of the Account Team for each State. The names of the Account Team members must be shown on the organization chart, and their resumes must be included in the proposal.

It is desirable that responses to this section demonstrate that the Bidder is organized and staffed to be able to provide high quality service under the Contract.

3.1.10.2 Incident Escalation

The Bidder must provide an incident escalation path for each State, showing the name, contact information, and role of individuals to whom problems should be escalated if they are not resolved by primary assigned contacts or by escalation to the next level.

3.2 Service Specifications

All timeframes below are Eastern Standard or Daylight Time as applicable.

3.2.1 Presales Assistance

Eligible Entities will sometimes require advice in selecting appropriate software. This is particularly true in the case of Volume License Agreements with complicated rules; Eligible Entities will need assistance in determining the most cost-effective buying strategies and in ensuring that they are in compliance with licensing requirements. Another requirement is assistance in finding a package to meet a specific need, for example, a flow-charting package.

It is mandatory that the Bidder propose to provide these types of assistance. High quality presales assistance is desirable and will be considered in the evaluation. Bidders must explain how they will assist Eligible Entities in finding software to meet specific needs.

3.2.2 Restricted Software Publishers

Some states have indicated that ITS42 may not be used for certain Software Publishers (see RFR Section Procurement Scope and Description). Also, States that implement contracts with multiple Software Resellers may choose to designate a single Software Reseller as the exclusive supplier of products and services from one or more Software Publishers. Bidders must agree that they will not sell software within a State if they have been notified by the State Contract Manager that they are not authorized to sell products from that Software Publisher.

3.2.3 Time to Return Phone Calls or Respond to Emails

Bidders must commit to returning phone calls or responding to emails within a maximum of four business hours after a phone call is placed or an email is received.

3.2.4 Quotes and Catalog

3.2.4.1 On-line Software Catalog

For each State, Bidders must propose to maintain an on-line catalog of available software, with pricing specific to each. The catalog must be accessible via any commonly used browser, with no need to download additional software. Both Volume License Agreement software and other software must be included in the catalog. It must be available 24x7, except for scheduled maintenance. It must also include a mechanism for on-line ordering. The website must be ADA compliant.

It is required that the catalog allow searches by Volume License Agreement, Software Publisher, product name, OEM product number, and type of software (i.e., GIS, database).

The web site hosting the catalog must also include information specific to each State, such as contact information for customer account representatives and links (if requested) to State web sites.

If any State has restricted the software or Software Publishers whose products can be obtained from the Software Reseller, it is desirable that the catalog show only those products which contract users are allowed to obtain from the Software Reseller.

The Bidder must propose a means of making any information needed to log in to the catalog available to any Eligible Entity who wishes to do so, whether by assigning different codes to each Eligible Entity or establishing a single set of login codes and distributing these codes to Eligible Entities. This method must not require any administrative tasks on the part of the Commonwealth's Contract Manager.

Finalists in the RFR process will be asked to provide logins to a test or production website that will demonstrate the functionality provided in the website, including report generation.

3.2.4.2 Obtaining Quotes

Bidders must accept requests for quotes by toll-free telephone, fax, eMail, or online, and must provide quotes by telephone, fax, eMail or online as requested by the Eligible Entity. It is desirable that quotes generated online be guaranteed in the same manner as quotes provided through other means (see RFR Section Guaranteed 30 Day Quote).

3.2.4.3 Quote Turnaround Time

3.2.4.3.1 Software Currently in Catalog, Including Volume License Agreements

Bidders must commit to providing quotes within a maximum of four business hours after receiving a request for a quote, for software which is currently in the Bidder's catalog.

3.2.4.3.2 Software from a Software Publisher Who Has No Prior Relationship with the Bidder

The PMT understands that some Software Publishers may not move quickly to provide quotes and reach agreements, and that in rare cases, the Bidder will not be able to obtain software from a particular Software Publisher.

Bidders must agree that they will work to establish relationships with Software Publishers who are new to them to obtain quotes and be able to deliver software in a timely fashion. If after three business days the Bidder has been unable to obtain a quote and assurances that the Bidder will be able to provide the software, the Bidder must contact the Eligible Entity with a status report. The Bidder and the Eligible Entity will mutually agree as to whether the Bidder will continue to pursue a quote and agreement with the Software Publisher, and what, if any, the expected timeframe will be, or whether the Bidder will provide the Eligible Entity with a written statement that the Bidder cannot supply the software. If the Bidder has been unable to obtain a quote and agreement with the Software Publisher within 10 days of the request for quote, the Bidder must provide a written statement that the Bidder cannot supply the software to the Eligible Entity if requested to do so.

3.2.4.4 Delivery Method

The quote must clearly indicate the method of delivery, whether via media, download, or some other means.

3.2.4.5 Consistent Quote Format

The Bidder must agree, if selected for contract award, that prior to contract execution the Bidder will meet with the State Contract Manager and mutually agree upon a standard format to be used for all quotes. It will be a requirement that to the extent that license terms and maintenance terms are included in the quote, that these terms must exactly match the terms in the attached license. If a license or maintenance agreement attached to the quote identifies different types of licenses or maintenance, the quote must indicate which is being quoted.

3.2.4.6 Guaranteed 30 Day Quote

The Bidder is required to honor all quotes for 30 calendar days, regardless of price increases. If it is known that a price increase will occur during the 30 calendar days following the quote, the Bidder may provide two quotes, based upon the date that the order is received.

3.2.4.7 Quotes Requested on Behalf of Eligible Entities

As previously noted, the Purchasing Agent may designate other entities as "Eligible Entities." To allow "one-stop shopping," the Purchasing Agent may designate certain companies as "Eligible Entities" to enable them to purchase software from this contract on behalf of Eligible Government Entities. All quotes requested on behalf of Eligible Government Entities shall have the same requirements as quotes requested directly by Eligible Government Entities, with the additional requirement that both the ordering entity and the Eligible Government Entity must be named on the quote.

If the Software Publisher has established Volume License Agreement requirements that would preclude a company from procuring software from the Software Reseller and providing it to an Eligible Entity on a pass-through basis, the Software Reseller must promptly notify the company that this is the case.

3.2.5 Shipping and Delivery

3.2.5.1 Shipping Charges

All items covered under this Contract are exempt from shipping charges, FOB destination, unless the Eligible Entity has ordered expedited shipment and has submitted an order including related charges, which may not exceed the cost of delivery by the carrier. Otherwise, shipping charges may not be included on any invoice.

3.2.5.2 Delivery Timeframe

Bidders must propose delivery within a maximum of ten business days after receipt of a valid order, unless:

- Item has been discontinued by software publisher or is not yet available
 - Item is out of stock or delayed by distributor or software publisher
 - Extreme weather conditions or disasters or other causes factually beyond the Bidder's control and without their fault or negligence impede the Bidder's business operations.
- A shorter guaranteed delivery time is Desirable.

3.2.5.3 Delivery Locations

The Bidder must agree to deliver or drop ship software to any location requested by the Eligible Entity, including OEMs or hardware resellers holding Statewide Contracts, so that the software can be configured and installed on hardware systems for delivery to an Eligible Entity.

3.2.5.4 Incorrect Product Deliveries / Defective Products

If the software is defective, or if the incorrect product was delivered, the Bidder must agree to accept returns. The Bidder is responsible for return shipping and packaging costs and for restocking charges if applicable.

The Bidder must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Bidder's expense if requested by the Eligible Entity.

3.2.5.5 Software Delivered Via Download

If the Eligible Entity encounters difficulty in downloading or installing the software, the Bidder must agree to provide or arrange for provision of assistance to the Eligible Entity within 8 business hours of being informed of the problem.

The Bidder must agree that, if requested by the Eligible Entity during the order process, download information, including keys if applicable, will be provided to a party other than the individual placing the order (the "end user"). The individual placing the order will supply contact information for the end user.

3.2.5.6 Return of Unused Software

3.2.5.6.1 Delivered on media

The Bidder must agree that unopened software can be returned with no restocking fee up to 30 days from the date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. Shipping and delivery costs for media will be paid by the Eligible Entity.

3.2.5.6.2 Delivered via download

The Bidder must agree that downloaded software can be returned with no additional fees up to 30 days from the date of download, if allowed by the software publisher, provided that the Eligible Entity provides any certifications required by the software publisher concerning the Eligible Entity's use of the software. If the software publisher has a shorter timeframe for returns or requires additional fees, this must be stated on the quote.

3.2.6 Services Provided by the Software Publisher

The Bidder must arrange for implementation, customization (Massachusetts only), training, support, maintenance and other software related services to be provided by the Software Publisher, if the Eligible Entity requests the services and the Software Publisher is willing to provide them. Services will be provided on a cost-plus basis identified in the Cost Table. The cost-plus percentage will be fixed for the life of the contract.

3.2.6.1 "Three way" Agreements

The Bidder must agree to be a party to written agreements in excess of \$50,000 for software and/or software related services in addition to the Eligible Entity and the Software Publisher. The Bidder must agree to inclusion of language in the agreement as follows:

This Services Agreement, dated as of, [month, day, year], ("Effective Date") is made and entered by and between [Software Reseller], ("[Software Reseller Abbreviation]") a software reseller with principal offices at [street address, state, zip], [Software Publisher], ("[Software Publisher Abbreviation]"), with principal offices at [street address, state, zip], and the [Eligible Entity Name], ("Customer") with principal offices at [street address, state, zip]. The [Commonwealth or State of [State or Commonwealth Name]] has contracted with [Software Reseller Abbreviation]), under Contract ITS42 to provide software, maintenance and associated services to various entities within the [Commonwealth or State], and the [Commonwealth or State] does not have a direct contractual relationship with [Software Publisher Abbreviation]. [Software Reseller Abbreviation] is not a manufacturer of these items, but is a "reseller." With respect to this agreement Customer wishes to purchase software and associated services manufactured and provided by [Software Publisher Abbreviation], and [Software Publisher Abbreviation] is responsible for and assumes liability for the below referenced responsibilities and for their performance under this Agreement. [Software Reseller Abbreviation] has subcontracted with [Software Publisher Abbreviation] for the provision of services under this Agreement. The entire agreement between [Software Reseller Abbreviation] and the [Commonwealth or State] in the following order of precedence consists of (1) the Commonwealth's standard terms and conditions and standard form contract; (2) the Commonwealth's RFR ITS42; (3) [Software Reseller Abbreviation]'s response thereto and (4) the following Agreement as agreed to by [Software Reseller Abbreviation], [Software Publisher Abbreviation] and Customer:

3.2.6.2 Invoicing

If services are being provided to the Eligible Entity by a third party company, and payment to the third party is contingent on written acceptance of the services by the Eligible Entity, the Bidder must agree to invoice the Eligible Entity within two business days of receiving notice from the Eligible Entity of such acceptance.

3.2.7 On-site Meetings

Contractors must plan to meet on-site on an annual basis to review contractual performance with each State Contract Manager. In addition, contractors must attend on-site meetings on an ad hoc basis if requested by the State Contract Manager to address contract performance issues.

3.2.8 Notification of Upcoming Maintenance Expiration

The Bidder must agree to notify Eligible Entities three months prior to the expiration date of any software maintenance services, and monthly thereafter until an order is placed, the Eligible Entity confirms that they do not wish to renew the maintenance services, or the expiration date has passed. If the email notification to the Eligible Entity is returned as undeliverable, the Bidder must agree to notify other contacts at the Eligible Entity, if any, and if unable to communicate the upcoming maintenance expiration to any representative of the Eligible Entity, to notify the State Contract Manager.

3.2.9 Upgrades and/or "Patches"

In cases where the Software Reseller is the only entity to receive version upgrades or patches from the OEM, the Software Reseller must propose a means of distributing these to license holders. Acceptable methods include distribution of media, provision of access to a secure web site to download the upgrades or patches, or information provided to license holders which will enable them to access the appropriate area of the OEM web site.

3.2.10 Implementation

Discuss the process to be followed to implement the new contract, including tasks and timeline. It is expected that the contract will be awarded on or about April 1, 2010. Bidders should review the list of Software Publishers in Appendix 4 and describe how they will establish agreements with them or otherwise arrange for the Eligible Entities to continue to obtain software. Any tasks which the Commonwealth is expected to undertake should be detailed. It is Desirable that the Commonwealth's involvement be limited to designating a different reseller (if necessary) for Volume License Agreements.

Bidders must also describe how Volume License Agreements will be transitioned.

3.2.11 Emergency Response Plans/Preparedness

In a declared state of emergency where the safety and well being of Commonwealth citizens are at risk, contractors may be asked to supply the Commonwealth with the commodities and/or services under the Statewide Contract on a priority basis. The Bidder's Response should indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency. In addition, the Bidder should supply a list of emergency contact information including name, position/title, phone, email and cell phone.

This information will not be considered in the evaluation of the Response.

3.2.12 Requirements at Statewide Contract Termination

At the request of the State Contract Manager, the Software Reseller will provide any information and cooperation needed to facilitate the transfer of all Volume License Agreements to other vendors.

3.2.13 Service Levels

Eligible Entities can file service level reports with the State Contract Manager if the commitments made in the Bidder's Response are not met. The State Contract Manager will follow up with the Contractor's Contract Manager and may require that a corrective action plan be submitted. Continued failure to meet service level commitments may result in contract suspension or termination.

Service level commitments include:

- Returning phone calls or responding to emails within a maximum of four business hours after a phone call is placed or an email is received (RFR Section 3.2.3).
- Providing quotes within a maximum of four business hours after receiving a request for a quote, for software which is currently in the Bidder's catalog (RFR Section 3.2.4.3.1).
- Meeting the guaranteed delivery time, unless the lateness was due to matters beyond the Bidder's reasonable control as described in Delivery timeframe. In that case the Bidder must advise the Eligible Entity of expected delivery delays, their reasons, and the expected delivery date (RFR Section 3.2.5.2).

- Replacing any defective or incorrectly delivered media by overnight delivery at the Bidder's expense if requested by the Eligible Entity (RFR Section 3.2.5.4).
- Providing assistance to Eligible Entities who are unable to download or install software within four hours of problem notification (RFR Section 3.2.5.5).
- Invoicing the Eligible Entity within two business days of receiving notice from the Eligible Entity of acceptance of services provided by a third party company (RFR Section 3.2.6.2).
- Notifying Eligible Entities three months prior to the expiration date of any software maintenance services, and monthly thereafter until an order is placed, the Eligible Entity confirms that they do not wish to renew the maintenance services, or the expiration date has passed (RFR Section 3.2.8).

3.3 Compensation Structure/Pricing

Favorable pricing is highly Desirable.

3.3.1 Fixed Cost-Plus or Cost-Minus Percentages

The cost-plus percentage is applied to what the Bidder pays for the software at the time of purchase, that is, the invoice amount. For example, a piece of software has a list price for government agencies of \$1,000. The Bidder is able to negotiate a 5% discount with the software publisher and pays \$950. This price becomes the basis for the markup and using the 2% markup as an example, the cost to the Commonwealth is \$950 + 2% or \$969. The cost is calculated by multiplying $(1 + \% \text{ markup}) * \text{cost to Bidder}$ – in the above example, 102% of \$950. The cost-plus percentages bid will NOT increase over the life of the Contract.

Similarly, the cost-minus percentage is applied to what the Bidder pays for the software at the time of purchase, that is, the invoice amount. For example, a piece of software has a list price for government agencies of \$1,000. If the Bidder has a cost-minus percentage of 5%, the cost is calculated by multiplying $(1 - \text{cost minus } \%) * \text{cost to Bidder}$ – in this example, 95% of \$1,000 or \$950. The cost-minus percentages bid will NOT decrease over the life of the Contract. The markup or markdown bid for software will also apply to maintenance provided for the software.

The Fixed Cost-Plus or Cost-Minus Percentages shall not include the Massachusetts only Procurement fee.

3.3.1.1 Named Software Publishers

RFR Section Authorization Letters from Manufacturers and Dealers includes a list of Software Publishers. Bidders must quote cost-plus percentages for each Software Publisher listed from whom they are able to acquire software.

3.3.1.2 All Other Software Publishers

A single cost-plus percentage must be bid for software from all other Software Publishers, which will also apply to software maintenance.

If the Bidder is unable to obtain a discount from the Software Publisher, the Bidder may apply a maximum 2% markup over list price for government agencies. Using the previous markup example, the cost to the Commonwealth would be a maximum \$1,020 if the Bidder was unable to obtain a discount from the Software Publisher. The purpose of this requirement is to ensure that use of this contract will provide, if not a better value than dealing directly with the Software Publisher, at least one that is not substantially less favorable. It is desirable that Bidders propose to provide software with a 0% markup if they are unable to obtain a discount off the price (if any) quoted to the Eligible Entity by the Software Publisher or a markup not to exceed the administrative fee percentage for States with an administrative fee. Whenever a product is quoted at a price which is higher than the price the Commonwealth would pay if the product were obtained directly from the Software Publisher, the Software Reseller must indicate this in the quote so that the Eligible Entity can seek to obtain the product directly from the Software Publisher.

3.3.1.3 Services

Bidders must provide a cost-plus percentage for services provided by third parties, such as software configuration, installation, or other services. It is also required that the Bidder establish a cap on the total amount which will be charged on any single invoice for reselling implementation, customization, training and support services other than standard maintenance.

3.3.1.4 Use of Credit Cards / Cash Discount

If there is a fee, either a percentage or flat fee per transaction, associated with the use of credit cards, Bidders must include this in their Price Sheet. Similarly if there is a discount associated with NOT using a credit card, this must be stated. For the state of Maine, which may use credit cards for purchases of \$5,000 or under, the same price must be charged regardless of payment method.

3.3.2 Statewide Contract Administration Fee (Massachusetts Only)

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). Contractors shall not reflect this fee as a separate line item on customer invoices. For additional information on the Statewide Contract Administration Fee, please see the "Statewide Contract Administration Fee and Report" section in the "Requirements for Doing Business After a Contract Has Been Awarded" section below.

3.3.3 Travel Expenses and All Other Expenses

3.3.3.1 Commuting Expenses

Commuting expenses will not be reimbursed.

3.3.3.2 Standard Business Expenses

Standard Business Expenses may be allowed with prior authorization from an Eligible Entity. For Massachusetts, the amount will not be more than that allowed for Commonwealth of Massachusetts employees. (www.mass.gov/hrd)

3.3.3.3 Reimbursable Expenses

All or some of the following expenses may be allowed with prior authorization from the Eligible Entity. For Massachusetts, the amount will not be more than that allowed for Commonwealth of Massachusetts employees. (www.mass.gov/hrd - search for the term "Red Book"):

- Travel
- Meals
- Lodging
- Incidental
- Other expenses

3.4 Affirmative Market Program (AMP) Plan (Massachusetts Only)

Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed AMP Plan Form as part of their Response for evaluation. It is required that Affirmative Market Program participation accounts for no less than 10% of the total points in the evaluation.

The PMT requires Bidders to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a Contract. A SOMWBA-certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company. In addition, a narrative statement can be included to supplement the AMP Plan Form providing further details of the AMP commitments. The submission of this narrative statement does not replace the requirement of the AMP Plan Form. Bidders must submit one form for each M/WBE AMP Relationship. Please note that no Bidder will be awarded a Contract unless and until they agree to commit to at least one (1) of following three (3) AMP Components selected by the PMT:

Important Note:

The AMP form is a standard form and includes Section 4 (Past Performance) and Section 5 (Other Creative Initiatives). Bidders must not complete these sections. Only the three types of initiatives listed above will count toward meeting the AMP requirement.

3.4.1 Subcontracting:

If Bidder commits to Subcontracting in their AMP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with a SOMWBA-certified company or a company that has applied for certification. Although this is only one of several options to meet the requirements for participation in the Affirmative Market Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The PMT will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder's bid package.

3.4.2 Growth and Development:

If a Bidder commits to Growth and Development in their AMP plan, then they must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SOMWBA certified companies.

Important Note:

Bidders who commit to Growth and Development must include a specific dollar commitment as well as the plan described above. The Bidder must explain how the dollar commitment relates to the plan, for example, if the plan calls for the Bidder to provide mentoring, it must specify the number of hours and the hourly rates and expenses of staff who will provide the mentoring.

3.4.3 Ancillary Uses of Certified M/WBE Firm(s):

If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) (or companies that have applied for certification) in their AMP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, must be included on the AMP Plan Form.

Once an AMP Plan is submitted, negotiated and approved, the PMT will then monitor the Contractor's performance.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: [http://www.mass.gov/Aosd/docs/mwbe/AMP Resources and Guidance.doc](http://www.mass.gov/Aosd/docs/mwbe/AMP_Resources_and_Guidance.doc).

3.5 Participation in the Annual OSD STAR Vendor Fair (Massachusetts Only)

OSD hosts an annual marketing and training events to educate public purchasers on the commodities and services available on Statewide Contracts and to provide marketing and networking opportunities to the business community. The Statewide Training And Resource (STAR) Exposition takes place in the Spring (April or May) of each year.

STAR is well attended by public purchasers representing all Commonwealth agencies, cities and towns across the Commonwealth, independent authorities, higher education and eligible not for profit human and social service organizations. STAR provides exceptional opportunities for Statewide Contractors to market directly to thousands of attendees. OSD believes that this event has significant marketing value and are extremely cost effective.

The one-day STAR event is held in Boston and only Statewide Contractors may be exhibitors. The cost to exhibit is approximately \$1,000. OSD believes that the STAR event is important because it provides public purchasers with an opportunity to meet over 300 Statewide Contractors at one event and receive important information on new products, services and technologies. Also, it provides Statewide Contractors with the opportunity to make and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

Please note that participation in STAR is not required and no points will be awarded to those Bidders who commit to participate in this event. However, Bidders who indicate their willingness to participate in the STAR event in their RFR Response will be required to exhibit at STAR each year for the duration of their Contract, if awarded a Contract.

3.6 Requirements for Doing Business After a Contract Has Been Awarded

The requirements below are specific to the Statewide Contract, if any, awarded as a result of this Solicitation. Awarded Bidders ("Contractors" or "Software Resellers") must also comply with the requirements stated in Terms and Requirements Pertaining to Awarded Statewide Contracts.

3.6.1 Statewide Contract Administration Fee and Report (Massachusetts Only)

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's bid price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on your statewide contract. Eligible entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; i) Other states and territories with no prior approval by the State Purchasing Agent required; and j) Other entities when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract, please check the Issuers Tab for each Solicitation or Contract on Comm-PASS at www.comm-pass.com.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

3.6.1.1 Quarterly Fee Payment:

For each Payment Period, Contractor shall pay to OSD a Fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

| Quarter | Payment Period | Quarterly Payment Due Date |
|----------------|---------------------------|----------------------------|
| First Quarter | January 1st – March 31st | May 15th |
| Second Quarter | April 1st – June 30th | August 15th |
| Third Quarter | July 1st – September 30th | November 15th |
| Fourth Quarter | October 1 – December 31st | February 15th |

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made by check made payable to the "Operational Services Division, Comm. of Mass." and mailed to: Operational Services Division, Attn: Contract Admin. Fee, One Ashburton Place, Room 1017, Boston, MA, 02108. Please include the following information in the memo field of each check: 1) "Contract Administration Fee", 2) the

Statewide Contract Number and 3) your Commonwealth of Massachusetts Vendor Code (VC) number. Please do not list social security numbers on the check. If the total Administration Fees due for the Payment and Reporting Period (see section III below) are less than \$50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater.

3.6.1.2 Quarterly Reporting:

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period, even if no payment is due for the Payment Period. The Statewide Contractor Administration Fee Report for the applicable payment period must be completely filled out and signed by the Statewide Contractor under pains and penalties of perjury.

3.6.1.3 Audit:

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector 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 underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

3.6.1.4 Other Terms:

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Affirmative Market Program (AMP) and other contract reports, as required by this contract.

All amounts payable by the Contractor to OSD under this Agreement that are late and not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by clicking on the fiscal year in question on the [Comptroller's Fiscal Year Updates](#) webpage.

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, imposing of penalties of up to 10% of the amount in question or \$500, whichever is greater, contract suspension, payment intercept and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to [Massachusetts General Laws Chapter 29, Section 29F](#), as amended, and pursuant to Section 4 of the [Commonwealth Terms and Conditions](#). In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

3.6.2 Security and Confidentiality

The Contractor shall comply fully with all security procedures of the Commonwealth and Commonwealth Agencies in performance of the Statewide Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Commonwealth Agency.

3.6.3 Contract Management

3.6.3.1 State Contract Manager

The contact on the Issuer tab for this Contract on Comm-PASS is the State Contract Manager for Massachusetts. All Statewide Contract questions must be directed to the State Contract Manager for the State in which the question arose. The State Contract Manager for

each State shall have the final authority in all operational matters pursuant to the Contract with that State.

The State Contract Manager can add, delete, and/or make any changes to items on this Contract at any time during the contract term. Changes may include but are not limited to the following:

- Adding, deleting, or modifying items available for purchase;
- Providing written warnings and/or enforcing financial penalties for Contract violation(s);
- Modifying the terms and conditions of the Contract due to a change in circumstances.

3.6.3.2 Contractor Account Team

3.6.3.2.1 Single Point of Contact (Contractor's Contract Manager) (Massachusetts only)

The individual named on the Standard Contract Form as "Contract Manager" will be responsible for the proper operation and administration of the Contract. Replacement of Contractor Staff

If the Contractor's Contract Manager leaves the employment of the Contractor, or ceases to perform that role relative to the Contract, the Contractor must offer a replacement to the State Contract Manager within ten (10) business days.

It is the Contractor's responsibility to ensure continuity of Contract Management role. If the Contractor's Contract Manager leaves, eMail and phone calls should be forwarded to someone knowledgeable about the Contract until a replacement is appointed. The Contractor is also responsible for maintaining a copy of the Contract, for submitting reports as required, and otherwise remaining in compliance with the Contract.

The State Contract Manager may require the Contractor to replace the Contractor's Contract Manager if in their opinion it appears that the Contractor's Contract Manager is not facilitating the effective functioning of the Contract in a satisfactory manner.

3.6.3.2.2 Timely Response to Requests

The Contractor's Contract Manager shall respond within five (5) business days in writing unless instructed otherwise, to all information requests from the State Contract Manager.

3.6.3.2.3 Meetings

The Contractor's Contract Manager will attend meetings at the State Contract Manager's office or other location designated by the State Contract Manager. The Contractor's Contract Manager will be responsible for arranging the attendance of representatives of subcontractors if requested to do so.

3.6.3.2.4 Change Notification

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

If the Contractor is acquired by another company, the PMT will determine whether or not to offer the acquiring company a place on the Statewide Contract.

3.6.4 Report Requirements

The Bidder must agree that if awarded a Contract resulting from this RFR, the Contractor will submit reports to the State Contract Manager.

3.6.4.1 Standard Reports Created by the Contractor

3.6.4.1.1 Back Order Report

The Bidder must email a back order report in Excel or comma delimited format on a weekly basis to the State Contract Manager. The report must list all Contract orders which have not been fulfilled in accordance with the delivery time requirement, including the following information: Customer Name, Customer Number, Customer PO #, Order #, Reseller Item #, Manufacturer Item #, Product Description, Manufacturer, Quantity Ordered, Unit Price, Date Ordered, Estimated Shipping Date, and Reason for Delay.

3.6.4.1.2 Time to Quote Report

The Bidder must email a "time to quote" report in Excel or comma delimited format on a weekly basis to the State Contract Manager. This report must list all requests for quotes including the date and time of request, the customer name and contact information, a description of the item requested, the product source (catalog item, non-catalog item from a software publisher with previous experience working with the Contractor, non-catalog item from a software publisher new to the Contractor), and the date and time that the quote was provided. Quote requests received but not yet quoted must continue to appear on the report until they have been quoted.

3.6.4.1.3 Affirmative Market Program Report (Massachusetts Only)

For each subcontract and ancillary service AMP partner, Bidders must provide the name of the SOMWBA-certified company and the amount expended on subcontracting or ancillary services with that company during the reporting period. Any Growth and Development initiatives must be briefly described, and the dollar value of the initiative must be reported, along with a description of how the dollar value was derived.

An interim report on AMP activities occurring 7/1 through 12/31 is due 2/15 of the following calendar year. A full annual report on activities occurring 7/1 through 6/30 is due 8/15 of the same calendar year. Reports must be emailed to the State Contract Manager.

3.6.4.1.4 Statewide Contract Administration Fee Quarterly Report (Massachusetts Only)

See Quarterly Reporting.

3.6.4.1.5 Semi-Annual Executive Department Report (Massachusetts Only)

This report will be produced twice per year, on February 1 for the previous July – December period, and on August 1, for the previous July – June period. It will include only those Eligible Entity "types" (see field names in the table in the Section immediately following this section) specified by the State Contract Manager immediately prior to the date the report is due. It will be sorted by "Agency Name" within "Secretariat," with subtotals for each Agency and Secretariat, and page breaks between Secretariats. There will be one line per product within order, showing order date, unit cost, extended cost, and product type (license, maintenance, license and maintenance). Services other than maintenance/support will not be included.

3.6.4.2 User Generated Reports

3.6.4.2.1 Reports Generated by State Contract Manager

The State Contract Managers must have the ability to generate reports using a report template or other easy to use query tool such as Access. Information must be maintained and accessible for the life of the Contract. Reports must be downloadable in comma delimited format or in Excel. Available fields must at a minimum include: Customer Name, Customer Number, Customer PO #, Order #, Reseller Item #, Manufacturer Item #, Product Description, Manufacturer, Quantity Ordered, Unit Price, Extended Price, Date Ordered, Date of Invoice, Ship Date, Quantity Shipped, Product Type, Ship To: Name, Address Line 1, Address Line 2, City, State, Zip, Ship To: Name, Address Line 1, Address Line 2, City, State, Zip, Maintenance Expiration Date (if applicable).

All orders must be coded as follows (or as otherwise agreed during contract negotiation):

License yes/no

Maintenance/Support yes/no

Media yes/no

Other services yes/no (this would include training, customization, installation, and consulting)

If requested by the State Contract Manager, each record must be coded with an identifying customer code, which will be associated with additional data to be supplied by the State Contract Manager. For Massachusetts, codes will be supplied for all eligible entities. In some cases, the customer may provide the name of their organizational subunit rather than the formal agency name. The person taking the order must try to capture the formal agency

or town name, by prompting the customer to identify the agency or town of which they are a subunit. If the customer does not identify an eligible entity on the list of codes, the Contractor must contact the State Contract Manager so that the list of codes can be expanded to include the eligible entity. For example, the original list will be structured as follows:

| Agency Name | Code | Secretariat | Type |
|-----------------------------|----------|---|---------|
| Convention Center Authority | CCA | NA | Auth |
| Department of Mental Health | DMH | Executive Office of Health and Human Services | Exec |
| Department of Public Health | DPH | Executive Office of Health and Human Services | Exec |
| Feeding Hills Library | Agawam | NA | Muni |
| Fernald School | DMH | Executive Office of Health and Human Services | Exec |
| Lemuel Shattuck Hospital | DPH | Executive Office of Health and Human Services | Exec |
| Mass Turnpike Authority | Turnpike | Transportation and Public Works | Quasi |
| A Kangaroo's Pouch | NA | NA | NonProf |

If a customer identifies themselves as the "Healthy Beginnings" program and cannot identify an agency name on the list of which "Healthy Beginnings" is a part, the Contractor will contact the State Contract Manager who will either expand the list of agency codes or will identify the "Healthy Beginnings" program as code DPH. In either case the agency name list will be augmented with the "Healthy Beginnings" program so that future orders from the entity which identifies itself only as "Healthy Beginnings" can be accurately coded.

The customer code must be associated with the eligible entity obtaining the software. In some cases an order will be placed by a third party for an eligible entity, in which case the Contractor must ascertain which eligible entity will receive the product. In other cases an eligible entity will place an order but ask for it to be shipped to a third party for installation. That is, neither the "Bill To" or "Ship To" information will identify the eligible entity obtaining the software 100% of the time.

3.6.4.2.2 Ad hoc Reports for Eligible Entities

Eligible Entities must either have the ability to generate reports as specified in User Generated Reports or must be able to request ad hoc reports from the Software Reseller based on any combination and sort order of these data elements. These reports must be made available free of charge, within no more than 48 hours of the request. Eligible Entities must be limited to accessing their own information, not that of other Eligible Entities.

3.6.5 Periodic Cost-Plus Cost-Minus Verification

The Software Reseller will be required to present, at least on an annual basis, verification reports that certify compliance with the bid pricing. The Software Reseller is required to obtain the services of a certified independent third party (e.g., CPA firm) to complete verification reports.

The Software Reseller may not propose companies with which they have done business in the past two years, with the exception of a company which has done previous audits under this Contract.

The Software Reseller is required to recommend three (3) independent third parties from which the Software PMT will select one (1) independent third party.

A minimum of 100 products or orders will be selected by the State Contract Manager.

The Software Reseller is required to compensate the independent third party for their work.

The Software Reseller is required to suggest a report format, subject to the approval of the State Contract Manager. The report will include, at a minimum, the product description, the manufacturer name, the manufacturer item number, the discount required by the contract, the invoice price from the manufacturer, the price charged to the Eligible Entity, and the actual percentage markup. If more than 5% of the items have a higher markup than required by the contract, a more comprehensive audit, the scope of which will be determined by the State Contract Manager, will be conducted at the Software Reseller's expense. The Software Reseller must reimburse any Eligible Entities who were overcharged, either via credits or by providing a check, as requested by the Eligible Entity.

3.6.6 Notification of Bankruptcy Proceedings or Acquisition by Third Party

The Contractor Contract Manager shall promptly notify the State Contract Manager if Bankruptcy proceedings are instigated and/or the company is acquired by a third party company.

4 EVALUATION CRITERIA

Bidder scores will be used to rank Bidders and will determine which Bidders will receive a Contract award.

4.1 Mandatory Requirements

All specifications are mandatory unless otherwise stated. Mandatory specifications must be met in order for a Bid to be evaluated and failure to meet all mandatory requirements could result in a Bid disqualification. In addition, certain mandatory specifications have desirable components that may be evaluated by the PMT. Points will not be awarded for meeting the minimum mandatory requirements. The PMT may determine if non-compliance with a mandatory requirement is insignificant or can be corrected.

4.2 Evaluation Components

The following components have points assigned in the evaluation criteria:

| Weight | Factor |
|--------|---|
| 66% | Cost |
| 14% | Desirable characteristics |
| 10% | Experience and qualifications, including references and Dun and Bradstreet/Open Ratings Reports |
| 10% | Affirmative Market Program |

5 HOW TO SUBMIT A BID RESPONSE

All Bidders may begin creating and compiling response materials as soon as the Solicitation containing files on the Forms & Terms tab and the Specifications tab is in an OPEN Document Status. When submitting response materials prior to the Solicitation Close Date, the ability to upload documents is only available to active SmartBid account holders after the Solicitation Amendment Deadline has passed. Once the Solicitation Close Date and Time has passed, interested Bidders will be unable to submit a Response online.

5.1 Bid Response Method

Online Bid Submission via SmartBid is required to eliminate direct and indirect costs associated with the production, delivery/receipt, storage and management of traditional paper bids incurred by Bidders, the Operational Services Division, and the Commonwealth of Massachusetts. Bids submitted via the SmartBid tools also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Bidders must submit Responses online using tools available to Comm-PASS SmartBid Subscribers only.

Comm-PASS SmartBid requires an annual subscription. To subscribe, go to www.comm-pass.com. Complete the SmartBid subscription process by selecting the JOIN tab from the main navigation bar to review subscription benefits, submit payment by credit card, and create a custom account.

Bidders who wish to claim financial hardship in relation to the \$275 annual subscription fee must email the Procurement Team Leader identified on the Solicitation's Issuer tab at least four business days prior to the Solicitation Close Date. This email must include the Bidder's gross annual income during the Bidder's most recently completed fiscal year and the reasons why the \$275 subscription fee would represent a hardship. Financial hardship claims will not be considered for Bidders whose gross annual income is \$100,000 or more. If the email is not acknowledged within one business day, it is the Bidder's responsibility to contact the Comm-PASS Helpline (1-888-627-8283). The PMT may request additional information to make a determination regarding financial hardship. Bidders who have not claimed financial hardship at least four business days prior to the Solicitation Close Date, or whose claim has been denied, must pay to subscribe in order to submit a Response. It is the Bidder's responsibility to manage and maintain their subscription account. All Bidders who are awarded a contract resulting from this RFR, if any, will be required to maintain a paid, active subscription account during the duration of the Contract.

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in the [Procurement Calendar](#). Bidders must also check the Bidders' Forum, where any updates to the training schedule will be posted.

5.3 SmartBid 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 and select the Comm-PASS Resource Center link offered within the Conduct a Procurement menu

Email: Send inquiries to the Comm-PASS Helpdesk at comm-pass@state.ma.us

Telephone: Call the Comm-PASS Helpline at 1-888-MA-STATE (1-888-627-8283). The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

Bidders are advised that Comm-PASS will be unavailable during regularly scheduled maintenance hours as displayed under the "Comm-PASS System Availability" link offered at the bottom of any Comm-PASS page.

5.4 Bid Response Deadline

All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed on the Solicitation's Summary page within the Close Date field. Times are

Eastern Standard/Daylight Savings (US), as applicable. All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via SmartBid are time stamped by the Comm-PASS system clock which is considered the official time of record.

5.5 Bid Package

Bidders submitting via SmartBid must name their Response by entering BidderName_RFR Number in the Response Nick Name field in Step 3 of the submission wizard.

5.6 Bid Response Contents

Bidders must comply with the requirements below.

5.6.1 RFR Submission Checklist and Response Form

Procurement Management 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. By submitting the RFR Submission Checklist with a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation's related Forum, if any.

The Checklist is found in the "Bidder Response Form." All Bidders must complete this form.

5.6.2 Additional Attachments

5.6.2.1 Response to RFR Section 3.1.5, Additional Software Publishers

The list must be numbered, and should be a multi-columned MS Word or Excel document.

5.6.2.2 Response to RFR Section 3.1.10, Organization and Staffing

Document addressing RFR Sections 3.1.10.1, Account Team, and 3.1.10.2, Incident Escalation. Organization charts, resumes, narratives, and any additional information must be scanned into a single pdf file.

5.7 Bid Response Materials

5.7.1 Electronic Signatures

Bids submitted via SmartBid must be signed electronically by the Bidder or the Bidder's Agent by selecting the Agree to All link in Step 2 of the Online Submission wizard. By selecting "Next Step" on the "Forms & Terms" tab after acknowledging all of the forms on that tab, the submitter attests that s/he is an agent of the Bidder with authority to sign on the Bidder's behalf, and that s/he has read and assented to each document's terms.

5.7.2 Ink Signatures

Original ink signatures are required only after contracts have been awarded. The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:

- Standard Contract Form
- Commonwealth Terms and Conditions
- Contractor Authorized Signatory Listing
- Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form).

Successful Bidders who signed these forms electronically via SmartBid online submission tools (Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) or who completed, signed and included scanned copies in their Response (the other three forms) must still submit the above forms with ink signatures within ten (10) business 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 versions of the Commonwealth Terms and Conditions and 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 with original ink signatures must be submitted for each new contract with the Commonwealth.

In addition to the Massachusetts forms listed above, all Maine, New York, Rhode Island and Vermont forms appearing on the Specifications tab of this Solicitation must be completed in accordance with any instructions provided pertaining to that State's forms in RFR Section 6 or in other state-specific documents, scanned, and included in the Response. Hardcopy originals of the forms must be provided upon notification of selection for Contract award. Submittal instructions will be provided at that time.

5.8 Limits and Restrictions

5.8.1 Document Pages

Space limitations (pages or number of characters) are specified in the Response Form. Some entries on the Response Form have built-in limitations on the number of characters which may be entered. Bidders must not override these limitations.

5.8.2 File Naming Conventions

Files submitted via SmartBid must use the file names specified in the Checklist. The same name should be used for both the File Name and the Description. The upload tool will reject any file name that includes spaces or symbols, like the brackets [] some systems apply when files are downloaded from the Internet.

5.8.3 File Size Limits

The SmartBid file upload system is set to limit the size of any single file to 10MB or less. If a single file attachment approaches or exceeds 10MB, the Bidder must save the contents as multiple files and label each accordingly. Bidders should note that transmission over the Internet can change the apparent file size of the document. If a large file smaller than 10MB is rejected, Bidders must break up the file and append _Part1, _Part2 to the end of the Description and File Name.

5.8.4 Duplicate File Names Not Accepted

Once a file has been submitted, Comm-PASS will not accept another file with the same name. This is the case even with files that are modified or have been withdrawn. If it is necessary to resubmit a file, add an underscore and numeric suffix to the company name, for example, CompanyName_2_FootCat.

5.8.5 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 8 1/2" x 11" paper, unless otherwise specified. Forms provided for the Bidder to complete, with the exception of the standard Forms located on the Solicitation's Forms & Terms tab, must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

5.9 Withdrawing a Response

5.9.1 Prior to Close Date

Bids may be withdrawn using the Withdraw icon offered on the subscriber's Response Desktop.

5.9.2 After Close Date

No Bid can be withdrawn after the Close Date. If the Bidder wants to remove a Response from consideration, contact the Procurement Team Leader for guidance.

6 APPENDIX 1 – REQUIRED TERMS FOR ALL STATEWIDE RFRS

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. Unless otherwise specified in this RFR, all communications, Responses, and documentation must be in English and all cost proposals or figures in U.S. currency. All Responses must be submitted in accordance with the specific terms of this RFR.

6.1 General Procurement Information

6.1.1 Alterations

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

6.1.2 Bidder's Contact Information

It is the Bidder's responsibility to monitor the email address provided in the Solicitation for the Bidder's contact person. The Commonwealth may need to contact the Bidder's contact person with clarification requests or for other reasons. The Commonwealth assumes 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 Commonwealth to be lost or rejected by any means including email or spam filtering.

6.1.3 Comm-PASS SmartBid Subscription

As specified in the RFR Section entitled Bid Response Method, Bidders must have or activate a SmartBid account in order to submit a Response. A SmartBid subscription also provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, subscribers who login to SmartBid access:

- A secure desktop with Items I'm Tracking tools for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- A custom listing in the public Business Directory, an online "yellow-pages" advertisement

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6.1.4 Costs

Costs which are not specifically identified in the Bidder's Response, and accepted by the PMT as part of a Statewide Contract, will not be compensated under any Statewide Contract or engagement awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

6.1.5 Electronic Payments

6.1.5.1 Massachusetts – Electronic Funds Transfer

All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the Comptroller's VendorWeb site located at: <https://massfinance.state.ma.us/VendorWeb/vendor.asp>. The requirement to use EFT may be waived by the PMT 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 PMT will consider such requests on a case-by-case basis and communicate the findings with the Bidder.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the "Authorization for Electronic Funds Payment Form" to the State Contract Manager, for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. 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.

6.1.5.2 New York – Electronic Payment Option

The New York State Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

6.1.6 Minimum Bid Duration

Bidders Responses to this RFR must remain in effect for at least 90 days from the date of Response submission.

6.1.7 Ownership of Submitted Responses

The Commonwealth shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth 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 Response, whether or not the Response is selected for Contract award.

Responses stored on Comm-PASS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via their Comm-PASS SmartBid Online Response Desktop, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a back up.

6.1.8 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the "Issuers" tab for this Solicitation in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on Comm-PASS should contact the [Comm-PASS Helpdesk](#).

In addition to the certifications found in the Commonwealth of Massachusetts Standard Contract Form, by submitting a Bid Response, the Bidder certifies that the Response 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.

6.1.9 Public Records Law

All Responses 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 Responses that are inconsistent with these statutes shall be disregarded.

6.1.10 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 PMT reserves the right to reject unreasonable requests.

6.1.11 System of Record

Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see [Locating an Online Bidders' Forum](#) for information on locating these records).

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

6.2 Evaluation – Best Value Selection and Negotiation

The PMT may select the Response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The PMT 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 Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Response.

6.3 Terms and Requirements Pertaining to Awarded Statewide Contracts

6.3.1 Massachusetts

6.3.1.1 Comm-PASS SmartBid Subscription

Contractors must maintain a Comm-PASS SmartBid subscriber account, which is payable by credit card and managed by the Subscriber online at www.Comm-PASS.com. The annual Comm-PASS SmartBid subscription fee is currently \$275 per email address. The fee was established with the approval of the Executive Office for Administration and Finance and is subject to change, if necessary. The Comm-PASS Subscription fee is utilized solely for the operation, maintenance and development of Comm-PASS.

6.3.1.2 Commonwealth Tax Exemption

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

6.3.1.3 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 State Contract Manager by email immediately, using the address located on the Contract's "Issuer(s)" tab in the "Contact Information" section.

The Commonwealth assumes 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 State Contract Manager to be lost or rejected by any means including email or spam filtering.

6.3.1.4 Contractual Status of Orders and Service Contracts

Each order or service contract placed under the Statewide Contract established as a result of this RFR shall be considered a separate Contract between the Contracting Department and

the Contractor, and shall be deemed to incorporate all of the terms and conditions of the Statewide Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Statewide Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this RFR and any amendments, or the Bidder Response, may be included in an order or service contract.

6.3.1.5 Electronic Procurement Systems (eProcurement)

All Bidders responding to this RFR agree that, in the event the Commonwealth implements a Web-based system to support catalog purchasing and upon at least 120 days notice, they will participate as directed by the PMT to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace.

By establishing an eMarketplace, Commonwealth executive departments and all eligible public entities will access one system to shop directly with Statewide Contract Vendors.

The eMarketplace will support an open model which means a supplier's single Web-catalog can be re-used for many customers. Bidders who already maintain or are developing a Website for product ordering are advised that links to their sites will only be enabled within Comm-PASS or the eMarketplace if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Bidders who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within Comm-PASS if content is restricted to terms authorized under Statewide Contract.

6.3.1.6 Emergency Standby Commodities and/or Services

Contractors may be called upon during a declared state of emergency to supply and/or deliver to the Commonwealth on a priority basis commodities and/or services which are currently under Statewide Contract.

To accommodate such requests, Contractors may be asked, and must make every effort to service, these requests from regular sources of supply at the rates set forth in any Statewide Contract resulting from this RFR.

6.3.1.7 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 or RFQ 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.

The above information pertains to contracts with Departments which are entered into under the Statewide Contract. This Solicitation itself does not fall under HIPAA.

6.3.1.8 Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply

The Commonwealth reserves the right to request that the Contractor provide initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran's Administration Supply contract at any time during the term of the Statewide Contract, the Contractor must notify the State Contract Manager.

6.3.1.9 Pricing

The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Statewide Contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Statewide Contract period in the absence of proprietary information being part of such contracts.

Compliance with this clause shall not be interpreted to require that a Contractor, prior to or over the course of providing goods or services, must conduct company-wide inquiry to ensure that no other customer of similar size and similar terms and conditions is receiving a lower price for the same commodity and service.

Compliance can be achieved in one of two ways:

1. If a single Contractor Contract Manager is aware based on his/her own knowledge (without conducting any surveys) of an instance in which another customer within the United States of similar size and terms is receiving the same commodity and/or service, it is the Contractor Contract Manager's responsibility to ensure that the other customer is not receiving a lower price, and to offer the same price to the Commonwealth if this is the case. If the Contractor Contract Manager is not certain as to whether the other customer is sufficiently "similar" or the commodity/service is sufficiently "the same" so as to trigger the Pricing clause, the Contractor Contract Manager must contact the State Contract Manager for guidance.

2. If OSD learns of an instance in which another customer of apparently similar size and terms is receiving apparently the same commodity/service at a lower price, the State Contract Manager will so advise the Contractor Contract Manager. The Contractor Contract Manager must then either demonstrate to the satisfaction of the State Contract Manager that the other customer is NOT similar, and/or that the commodity/service is NOT the same, or the Contractor Contract Manager must lower the price to the Commonwealth.

In addition, Statewide Contractors may be asked to offer (and are encouraged to make available) special discounted pricing opportunities to Eligible Entities within the terms of their Statewide Contract. Such price discounts may come in the form of periodic aggregate purchases by Eligible Entities, whereby such entities will request further discounted prices from the Contractor(s) for guaranteed quantities to be purchased. The Statewide Contractor must report to the State Contract Manager prior to any such price reductions or discounts, or other more favorable terms, being offered to any Eligible Entity beyond those in their Statewide Contract. The State Contract Manager reserves the right to approve all price adjustments.

6.3.1.10 Publicity

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

6.3.1.11 Save Smart Program (Save \$mart)

The OSD \$ave\$mart Program is a partnership between OSD and Statewide Contract Vendors. The purpose of the program is to create additional cost savings and opportunities for all Eligible Entities utilizing Statewide Contracts. These opportunities could be in the form of reduction in cost for a limited time, free training opportunities, and other offerings.

Contractors should notify the State Contract Manager of any price reductions they are willing to provide, including those which are time- or quantity-limited, as a promotional or competitive strategy, an inventory reduction initiative, or for any other reason. If suitable, the cost savings will be showcased in the \$ave \$mart section of OSD's website.

6.3.1.12 Statewide Contractor Marketing Requirements

Statewide Contractors awarded under this RFR must adhere to the following sales/marketing requirements and limitations regarding their Contract: Contractors may only sell those goods and/or services for which they are awarded a Statewide Contract pursuant to this RFR; marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. During the life of the Contract, the PMT reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to eligible entities.

6.3.1.13 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.

6.3.1.14 Transaction Fee

In the event the Operational Services Division determines that it is necessary to adopt an alternative funding mechanism for its procurements in the future, including, but not limited to, a transaction fee, the Operational Services Division hereby reserves the right to renegotiate the inclusion and implementation of such a fee and/or other alternative funding mechanisms with the awarded contractors.

6.3.2 Additional Maine Requirements

6.3.2.1 Appeals

Awards made for services to the State of Maine are subject to Chapter 120, Rules for the Appeal of Contracts and Grant Awards <http://www.state.me.us/purchase/chap120.htm>. Any appeal and subsequent decision will only be binding on those services provided to the State of Maine.

6.3.2.2 Credit Card

Please be advised that the State of Maine requires vendors to accept credit cards as a form of payment for procurements of \$5,000 or less. The pricing offered to the State of Maine shall be the final cost to the State regardless of payment method. No surcharge or other compensation will be allowed.

6.3.2.3 Agreement to Purchase Services

Bidders must sign the first page of the State of Maine Agreement to Purchase Services to signify agreement with the terms and conditions therein. No other sections of the agreement need to be completed at this time.

6.3.3 Additional New York Requirements

Section 1.1 Procurement Scope and Description includes a link to the NYS Prohibited Software list; these product lines shall not be acquired by NYS Authorized Users under this agreement. In addition, for NYS Authorized Users the following products and services will be excluded from this agreement: hardware (including appliances), Software as a Service, and consulting services.

The contracts awarded as a result of this RFR for NYS contain a 20% rule. Authorized Users may acquire services, including installation and training, under this Contract. Installation and training services may be acquired from Contractor on a limited basis. Installation and training services may not exceed twenty (20%) percent of the total order price for software licenses and software maintenance.

NYS retains all rights of audit as detailed in Attachment 1, clause 10. In addition, Contractor may periodically be requested to provide documentation verifying that Authorized User pricing is consistent with contract pricing. This documentation would include verification of Contractor cost.

Bidders must complete Attachment 1, the "New York State Agreement." Bidders must also review Attachment 2 – "Appendix A (Standard Clauses for New York State Contracts)," Attachment 3 – "Appendix B (General Specifications)", "Attachment 4 – New York State Microsoft Agreement" and Attachment 4.1 "CLA". By submitting the New York State Agreement, Bidders agree to the terms of Attachment 1 and Attachment 2. In addition, Bidder must submit Attachment 5 (Standard Vendor Responsibility Questionnaire); Attachment 6 (New York State Department of Taxation and Finance – Contractor Certification (ST-220-TD), Contractor Certification to Covered Agency (ST-220-CA), and Attachment 7 "Vendor Questions" all are to be completed, signed and notarized where applicable. Attachment 8 provides NYS MWBE requirements. In addition, Bidder must submit three (3) original signature pages notarized for the New York State Agreement and the New York State Microsoft Agreements within the timeframe established by this RFR ITS42.

6.3.4 Additional Rhode Island Requirements

Bidders must register at the State of RI website at www.purchasing.state.ri.us. All provisions of state purchasing law, general terms and conditions and regulations are incorporated into all State of RI contracts by RI General Law 37-2, which may be found on the above-referenced website.

A Bidder Certification Cover Form for the State of RI must accompany the RFR response. In addition, Bidders must complete the State of Rhode Island Payer's Request for Taxpayer Identification Number and Certification.

Bidders must also agree to the Supplemental Terms And Conditions For Contracts And Subawards Funded In Whole Or In Part By The American Recovery And Reinvestment Act Of 2009, Pub. L. No. 111-5. Bidders will agree to these terms as described in RFR Section 5.7.1, Electronic Signatures.

Bidders with questions concerning use of the State of RI website may contact the HelpDesk at (401) 222-2142 x 134. If you have difficulty accessing the website, send an eMail to helpdesk@purchasing.state.ri.us.

A State of RI Master Price Agreement will be issued upon award.

6.3.5 Additional Vermont Requirements

The State of Vermont's Certificate of Compliance, Offshore Outsourcing Questionnaire, and Town and School Questionnaire must be completed, signed, scanned, and included with the RFR Response. Bidders must also agree to the terms of the State of Vermont Standard State Provisions for Contracts and Commodity Purchase Terms and Conditions, as described in RFR Section 5.7.1, Electronic Signatures.

The State of Vermont's Standard State Contract Provisions and the Purchasing and Contract Administration Terms and Conditions shall be incorporated by reference into any Vermont contract for commodities and services executed pursuant to this RFR. The laws of the State of Vermont for all sales of Vermont software licenses, applications and services will govern the Bidder during the respective terms of any contract.

6.3.6 Additional New Jersey Requirements

Bidders must agree to the State of New Jersey Standard Terms and Conditions. Bidders will agree to these terms as described in RFR Section 5.7.1, Electronic Signatures.

7 APPENDIX 2 – REQUIRED TERMS FOR ALL INFORMATION TECHNOLOGY STATEWIDE RFRS (MASSACHUSETTS ONLY)

7.1 Enterprise Policy and Standards

All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Guidance promulgated by the Commonwealth's CIO as they existed at the time the Request for Quote or other Solicitation was posted, unless otherwise specified in the Request for Quote or other Solicitation, or the resulting contract (That is, the policies will be those in effect when specifications for particular engagements are posted, NOT those in effect at the time this RFR was posted.). Non-conforming IT systems cannot be deployed unless the purchasing agency and their Contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology Policies, Standards & Guidance, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their Contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

Contractors should only request the Public Access Architecture documentation when they are bidding on specific projects or services, and should request it of the Contracting Department which has posted the Request for Quotes or other Solicitation. Bidders must not request a copy of the Commonwealth's Public Access Architecture in connection with responding to this RFR.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Information Technology Division's CommonHelp 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 CIO'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.

7.2 Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions

Pursuant to Section 11, Indemnification, of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the Contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth's use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

8 APPENDIX 3 - INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS (MASSACHUSETTS ONLY)

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

Some of the forms listed below can be electronically signed by the Bidder, see Electronic Signatures. However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section entitled Ink Signatures: the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions; the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

8.1 Forms located on the Solicitation's Forms & Terms tab

8.1.1 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification (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 in place of an original. 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.

8.1.2 Executive Order 504 Contractor Certification Form

Sign electronically as described above.

8.2 Forms located on the Solicitation's Specifications Tab

8.2.1 Commonwealth Standard Contract Form

Complete as directed below and submit a scanned copy of the Contract, not including the Instructions, with the Bid Response. If notified of Contract award submit on paper with original ink signature and date.

By executing this document or signing it electronically, 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 PMT. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the Operational Services Division and included as part of the Statewide Contract upon execution of this document by the State Purchasing Agent or her designee.

Only those sections of the Contract form preceded by "→" should be completed by the Bidder. If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, 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.

Signature and date MUST be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

8.2.2 Commonwealth Terms and Conditions

Complete as directed below and submit a scanned copy of the Contract, not including the Instructions, with the Bid Response. If notified of Contract award submit on paper with original ink signature and date. Alternatively, Bidders may submit a scanned copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in place of an original. 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 Verification of Taxation Reporting Information (W9).

8.2.3 Contractor Authorized Signatory Listing

Complete as directed below and submit a scanned copy of the Contract, not including the Instructions, with the Bid Response. If notified of Contract award submit on paper with original ink signature and date.

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 on the bottom of the first page of this form will also 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 signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

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, 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 says "in the presence of a notary," this should be interpreted to mean "in the presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary can 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.

8.2.4 Affirmative Market Program Plan Form

Download this form and complete as directed below; include with online submission. Ink signature is not required. SOMWBA certifications or evidence of application must also be included in online submission.

The specific Affirmative Market Program (AMP) requirements for this procurement can be found earlier in this document. Bidder's Affirmative Market Program Plan must include a copy of the SOMWBA certification of each Minority and Women Business Enterprise (M/WBE) company listed or proof of their application submitted for consideration. A certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company. This form is NOT the same as the SOMWBA certification of the Bidder's company.

9 GLOSSARY

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk ("*") are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Bid or Response – generally refers to the offer submitted in response to a Solicitation or Request for Response (RFR).

Bidder * – An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

Commonwealth – The Commonwealth of Massachusetts and (unless otherwise stated) the States of Maine, New Jersey, New York, Rhode Island and Vermont. For those sections of the RFR that apply exclusively to the Commonwealth of Massachusetts, "Commonwealth" means the Commonwealth of Massachusetts.

Contractor Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Eligible Entity – For the purposes of this Solicitation, the terms "Agency," "Eligible Entity," "Department," "Commonwealth Agency," "Purchasing Entity," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation and in the Eligible Entities section of this RFR.

Operational Services Division (OSD) – A Commonwealth of Massachusetts agency, within the Executive Office for Administration and Finance, established pursuant to St. 1989, Chapter 731, which is responsible for the management and oversight of procurement activities in the Commonwealth of Massachusetts. OSD or its designees represent the Commonwealth of Massachusetts in conducting RFRs for Statewide Contracts and managing Statewide Contracts.

PMT – See Procurement Management Team

Procurement Management Team (PMT) – Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations evaluate Bids and award Statewide Contracts. The PMT also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Statewide Contract.

Request for Response (RFR) * – The mechanism used to communicate Procurement specifications and to request Responses from potential Bidders. An RFR may also be referred to as a "Solicitation."

Response – The Bidder's complete submission in response to a Solicitation, in other words, a "Bid" or "Proposal."

Software Reseller – A company awarded a Contract to provide software and related services under ITS42.

State Contract Manager – The individual from each Commonwealth or State responsible for contract management and administration after contract award, or in RFR sections which are specified as applicable only to one or more States, the Contract Managers for those States.

Statewide Contract – A contract between the Operational Services Division and the winner(s) of a statewide RFR. This contract enables Eligible Entities to enter into agreements with Contractors to perform the services proposed in their RFR Responses under the terms of the RFR and RFR Response. Each Commonwealth and State will have a separately executed contract under ITS42.

10 APPENDIX 4 – SOFTWARE PUBLISHERS USED BY THE COMMONWEALTH OF MASSACHUSETTS

1-2-3 FILE CONVERT
4D
4N6XPRT SYSTEMS
AASHTO
ABACRE
ABBYY USA SOFTWARE HOUSE INC
ABSOLUTE SOFTWARE
ACCESS DATA
ACCURO HEALTHCARE SOLUTIONS
ACL SERVICES LTD
ACRONIS
ACTIVEPDF
ACTUATE
ADAPTIVA PROTOCOLS INC
ADOBE SYSTEMS
ADULTPDF
ADVANCED SYSTEMS CONCEPTS
ADVIZEX TECHNOLOGIES
AI SQUARED
AKCELIK & ASSOCIATES PTY
AKIBIA NETWORK & SECURITY SOLUTIONS
ALCHEMY SOLUTIONS
ALLEN SYSTEMS GROUP
ALLEN SYSTEMS GROUP INC
ALLROUND AUTOMATIONS
ALTERNATIVE TECHNOLOGY
ALTERPOINT
ALTIMA TECHNOLOGIES
ALTIRIS INC.
ALTOVA
ALTSOFT
AMERICAN DIGITAL CARTOGRAPHY
AMERICAN PRINTWARE
ANVSOFT
AOS TECHNOLOGIES
APERTA LTD
APERTURE TECHNOLOGIES
APPLE COMPUTER
APPLICURE TECHNOLOGIES
APPLIED MATHS
APPSENSE
ARGENT SOFTWARE
ARGSOFT GROUP LLC
ARTICULATE GLOBAL INC
ASAP ASP SERVICES
ASAP SOFTWARE
ASPOSE
ASSURIA NORTH AMERICA
AT&T CORP
RFR ITS42 Software Reseller RFR
ATLASSIAN SOFTWARE SYSTEMS
ATTACHMATE
ATTICUS CONSULTING
AUTODESK
AUTOMON LLC
AUTONOMY
AVANQUEST
AVID TECHNOLOGY
AVOCENT CORPORATION
AVS
AZTEC SOFTWARE ASSOCIATES
BAR CONTROL
BARRACUDA
BARRACUDA NETWORKS
BEA SYSTEMS
BINARY RESEARCH INTL
BIOTEK
BISCOM
BLACK MOSHANNON SYSTEMS
BLACKBOARD CONNECT
BLENHEIM SOFTWARE INT LTD
BLUE COAT SYSTEMS
BLUE ELM COMPANY
BLUESPRING SOFTWARE
BMC
BORLAND
BOSCH DIAGNOSTICS
BOSON SOFTWARE
BOTTOMLINE TECHNOLOGIES
BRADMARK TECHNOLOGIES
BRAINSHARK
BRAINTREE TECHNOLOGY
BRIGHTWORK
BRITE COMPUTERS
BRODERBUND
BTB SOFTWARE
BUREAU OF DANGEROUS GOODS LIMITED
BUSINESS OBJECTS
CA
CALIPER
CAMBRIDGE COMPUTER
CAMBRIDGE COMPUTER SERVICES
CAPITAL IQ WIN DATABASE LICENSE
CAPTARIS
CARDIFF SOFTWARE
CARTEGRAPH SYSTEMS
CASTLE ROCK COMPUTING
CBT NUGGETS
CELESTIAL SOFTWARE

CENZIC
CERIENGE
CHAIN STORE GUIDE
CHECK POINT
CHEVIN FLEET SOLUTIONS
CHILKAT SOFTWARE
CIRCLE SYSTEMS
CISCO SYSTEMS
CITRIX
CLEARSWIFT
CLICKTRACKS
COGIX
COGNIVIEW SYSTEMS LTD
COLLABNET
COMMUNICADO
COMMVault SYSTEMS
COMPELSON LABORATORIES
CONFIGURESOFt INC
CORE SECURITY TECHNOLOGIES
COREL CORPORATION
CREATIVE BREAKTHROUGHS
CYBERANGEL SECURITY SOLUTIONS
CYBERGENETICS
CYMA SYSTEMS
CYSCAPE
DAMEWARE
DATA 21
DATADIRECT
DATAPLOW
DATAVIZ
DATAWIZ
DAVID G RHOADS ASSOCIATES
DBNETLINK LIMITED
DEAN EVANS AND ASSOCIATES
DECISION SUPPORT INC
DEFINIENS INC
DEIGHTON ASSOCIATES LIMITED
DELORME
DIMENSIONAL INSIGHT
DISKEEPER
DLT SOLUTIONS
DO NOT USE
DOCUMENT MANAGEMENT SOLUTIONS
DOUBLE-TAKE SOFTWARE
DOVESTONES SOFTWARE
DRAWBASE SOFTWARE
DT SEARCH
DUXBURY SYSTEMS
DYNAMIC INFORMATION SYSTEMS
DYNATEST
EASEUS
ECOPY
EGAIN COMMUNICATIONS
EIS

EKTRON
EMBARCADERO TECHNOLOGIES
EMC
EMERGENCY COMMUNICATIONS
NETWORK
ENCORE SOFTWARE
ENVISN
ESET
ESI ACQUISITION INC
EVERMAP COMPANY LLC
EVIWARE
EXECUTIVE INFORMATION SYSTEMS
EXPERTS EXCHANGE
FAIN AND COMPANY
FAMATECH
FARONICS
FCODER GROUP
FILEMAKER
FILEMARK
FIREHOUSE SOFTWARE
FITZGERALD AND LONG
FMS
FOG CREEK SOFTWARE
FOLIO ASSOC
FORTINET
FOUR WINDS GROUP
FRANSON TECHNOLOGY AB.
FREEDOM SCIENTIFIC
FRONT RANGE SOLUTIONS
F-SECURE
FTG TECHNOLOGIES
FUGRO ROADWARE
FULL CIRCLE TECHNOLOGIES
GARMIN
GENERAL CODE
GENUITEC
GEORGIA TECH RESEARCH
GFI
GLOBAL KNOWLEDGE TRAINING LLC
GLOBAL MARKETING PARTNERS
GLOBALSCAPE
GOLDEN SOFTWARE
GOOGLE
GOVERN SOFTWARE
GRACE-HUNT
GRAPHIC REGION
GRAVOC ASSOCIATES
GREENPAGES
GTBM
GUIDANCE SOFTWARE
GWAVA TECHNOLOGIES
GWI SOFTWARE
HAND HELD PRODUCTS
HELICON TECH

HELIXOFT
HELP DESK TECHNOLOGY
HEROIX CORPORATION
HI SOFTWARE
HILLARY SOFTWARE
HISOFTWARE
HUMAN CONCEPTS
HUMMINGBIRD COMMUNICATIONS
HYDROCAD
I2 SOFTWARE
IBM
ID AUTOMATION
IDERA
IDM COMPUTER SOLUTIONS
ILIENT
IMAGING BUSINESS MACHINES LLC.
IMC NETWORKS
IMPATICA
IMPRIVATA
IMS PROAV
IMSI DESIGN
INBIT
INDIGOSTAR SOFTWARE
INDIVIDUAL SOFTWARE
INFO USA
INFORMATICA
INFORMATION BUILDERS
INFORMATION MANAGEMENT CORP
INFRAGISTICS
INFUSION DEVELOPMENT
INGENIX PUBLISHING
INPUT TECHNOLOGIES INC.
INSTALLFREE
INTEGRATED FINANCIAL SYSTEMS
INTELLIGENT DESIGNS GROUP
INTELLIGOV SOFTWARE INC
INTELLITRACK
INTERACTIVE NORTHWEST
INTERNET GOVERNMENT SOLUTIONS
INTERWOVEN
INTOCAREERS/UNIV OF OREGON
INTUIT
IOLO TECHNOLOGIES
IONX
IP BLUE
IPSWITCH
IRISE
JACADIS
JAM SOFTWARE
JUNIPER
KAPLAN IT
KASPERSKY LAB
KEYSTONE LEARNING SYSTEMS LLC
KIDASA SOFTWARE

KIWI ENTERPRISES
KLOGIX
KMSYS WORLDWIDE
KNOWLEDGE COMPUTING CORP
KRONOS SOFTWARE
KURZWEIL APPLIED INTELLIGENCE
LABTRONICS INC
LANAPSOFT INC
LANDESK SOFTWARE
LAPLINK SOFTWARE
LEICA GEOSYSTEMS & GIS MAPPING
LENOVO
LEXIS-NEXIS
LIBERA
LINCOLN LEARNING SOLUTIONS
LINOTYPE GMBH
LOGIXML
LOGMEIN
LUMENSION SECURITY
LUNCHBYTE SYSTEMS
LUSH TECHNOLOGIES
LYNDA.COM
LYRIS
MACROSOFT ASSOCIATES
MACSPEECH
MAZDA COMPUTER CORP
MCAFEE
MCGRAW HILL
MCTRANS CENTER
MDX SOFTWARE
MELILLO CONSULTING
MERRIAM-WEBSTER
MESA SYSTEMS
MICROBURST TECH
MICRODESK
MICROSOFT CORPORATION
MICROSOFT EASY
MIDWESTERN SOFTWARE SOLUTIONS
MINDJET
MINISOFT
MINITAB
MINNESOTA IMPLAN
MOTOROLA
MW6 TECHNOLOGIES
MYSQL
NCH SWIFT SOUND
NEEDLES
NEIGHBORHOOD AMERICA
NERO
NESSOFT
NET SIGHT
NETIQ
NETLIB
NETPRO

NETSARANG
NETSCAN TOOLS
NETSCOUT
NETWORK AUTOMATION
NEWGATOR TECHNOLOGIES
NEXTUP TECHNOLOGIES
NITROPDF
NO MAGIC
NO NONSENSE SOFTWARE
NOTEPAGE INC
NOTIFY TECHNOLOGY
NOVA DEVELOPMENT
NOVELL
NTI GROUP
NTIRETY
NTIS
NUANCE
NUMARA SOFTWARE
O2 SOLUTIONS
OCI SOFTWARE
OCULUS
OPEN TEXT
OPT TECH DATA PROCESSING
ORACLE CORPORATION
ORION HEALTH
ORPALIS
OUTSIDE SOFTWARE INC
OXYGENIOUS CORPORATION
PAETEC
PALMER AND WEBB SYSTEMS LIMITED
PARABEN CORP.
PARAGON SOFTWARE
PARALLELS
PARAMETRIC TECHNOLOGY CORP
PASTPERFECT SOFTWARE
PATRICK TOWNSEND & ASSOCIATES
PDF TOOLS
PEN-LINK
PERKINELMER LAS
PERVASIVE SOFTWARE
PGP Corporation
PHONETREE
PINNACLE SOFTWARE SOLUTIONS
PINNACLE SYSTEMS
PITNEY BOWES
PIVOTAL GUIDANCE
PIXELMETRICS
PLATESPIN Ltd
PLIXER INTERNATIONAL
POLICY TECHNOLOGIES
PORT80 SOFTWARE INC.
POWERISO COMPUTING
PRIMAVERA SYSTEMS
PRIME FACTORS

PRINCIPAL DECISION SYSTEMS
PRINTER PROPERTIES PRO
PROGENY SOFTWARE
PROGRESSIVE SECURITY
PTV AMERICA INC
QAS LTD
QSR INTERNATIONAL
QUALYS INC
QUANTITATIVE MICROSOFTWARE
QUARK
QUEST
QUEUES ENFORTH DEVELOPMENT
QUOVA INC
R.L. POLK & COMPANY
R.M. WILSON CONSULTING
RAPID7
RAXCO SOFTWARE INC
RED GATE SOFTWARE LTD
RED HAT SOFTWARE
REDIX
REPLICON
RESEARCH IN MOTION
RESOFT INTERNATIONAL
RIGHTSTAR
RIVERDEEP
ROCKWARE
RSA SECURITY
RSH SOFTWARE
RUNTIME SOFTWARE
RUTTER NETWORKING TECHNOLOGIES
SAFARI BOOKS ONLINE
SAGE SOFTWARE
SAMS PUBLISHING
SAS INSTITUTE INC
SCALABLE SOFTWARE
SCALEOUT SOFTWARE
SCALIX
SCERIS
SCIENTIFIC SOFTWARE GROUP
SCOOTER SOFTWARE
SCRIPT LOGIC
SEAL ANALYTICAL
SEAPINE SOFTWARE
SECURE COMPUTING
SELEZNYOV.COM
SEP SOFTWARE
SERENA SOFTWARE
SHAVLIK TECHNOLOGIES
SIEMENS BUILDING TECHNOLOGIES
SIGHTLINE SYSTEMS CORP
SIGNCAD SYSTEMS
SILANIS TECHNOLOGY INC
SIMTECH SYSTEMS
SIRIUS COMPUTER SOLUTIONS

SITECORE USA
SMART TECHNOLOGIES
SMARTDRAW.COM
SMARTSOFT
SNMP RESEARCH INTERNATIONAL
SNMPSOFT COMPANY
SOFTRIGHT SUMARIA
SOFTWARE AG USA INC
SOFTWARE FX
SOLARWINDS
SOLID DOCUMENTS
SOLUTIONS DESIGN
SONIC SOLUTIONS
SONICWALL
SOPHOS INC
SOURCECODE TECHNOLOGY
SPECRTRUM INTEGRATED TECH
SPSS
SSH COMMUNICATIONS SECURITY
ST BERNARD SOFTWARE
STATSOFT INC
STELLAR INFORMATION SYSTEMS
STERLING COMMERCE
STORIX
SUNBELT SOFTWARE
SUNONE
SURVEY MONKEY
SWIFTVIEW
SYBASE
SYBEX BOOKS
SYMANTEC CORPORATION
SYNAMETRICS
SYNERGEX
SYSTEMTOOLS SOFTWARE
SYWARE
TABLEAU SOFTWARE
TEACHUCOMP
TEAMVIEWER GMBH
TECHSMITH
TELE ATLAS NORTH AMERICA INC
TELERIK
TENABLE NETWORK SECURITY
TENACITY
TERRAGO TECHNOLOGIES
TESTOUT!
TETHYS SOLUTIONS LLC.
THE OMEGA GROUP
THE SANS INSTITUTE
THE WARREN GROUP
THOMSON REUTERS

THOMSON SCIENTIFIC
TOTAL TRAINING
TRANSOFT SOLUTIONS
TREND MICRO
TRIDION
TRIVANTIS
ULTIMUS
ULTRABAC SOFTWARE
UNIFUND
UNIVERSAL MINDS
US POSTAL SERVICE AIS PRODUCTS
VADAR SYSTEMS
VANDYKE SOFTWARE
VELARO
VELSOFT
VERDIEM
VERISIGN
VERISIUM
VERITAS
VERSIONONE INC.
VIGNETTE CORPORATION
VIRTUAL TOWN HALL LLC
VISION SOLUTIONS
VISUAL LEARNING SYSTEMS
VIZIONCORE
VKERNEL
VMWARE
VOVICI CORPORATION
VS VISUAL STATEMENT
WASHINGTON & RICE
WASP
WASP BARCODE TECHNOLOGIES
WATCHGUARD TECHNOLOGIES
WATERFORD TECHNOLOGIES
WEBEX COMMUNICATIONS
WEBROOT SOFTWARE
WEBSense INC
WEBSUPERGOO
WEBTRENDS
WHITESMOKE INC.
WINAGENTS
WINZIP
WORKSHARE TECHNOLOGY
XEROX CAPITAL SERVICES LLC
XEROX CORPORATION
XSTREAM SOFTWARE
YNOTLEARN
ZIP CODE DOWNLOAD
ZOHO CORPORATION
ZOOMERANG