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20140728
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	1-10-14
City Comptroller	UL	1/13/14	ML	1/13/14
Law	ML	1/15	ML	1/15
CAFO		1/15		1/15/14
Mayor	CS	1/21/14	CS	1/22/14
Office of Procurement				

Vendor No.: 56654 Blanket Contract No.: 20140728 Blanket Contract Date: 1/1/2014

Blanket Contract Amt.: \$1,000,000.00 Issue Date: 1/2/14 Renewal Date:

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

Description of Funding Source:

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

Vendor Name: WB MASON COMPANY

Blanket Contract Type: CITY-WIDE STATE CONTRACT OFF-36

Blanket Contract Purpose: OFFICE SUPPLIES,PAPER & ENVELOPES

Originating Dept.: CITY-WIDE- OFFICE OF PROCUREMENT

Expiration Date: 12/31/2016 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: W.B. Mason

Attn: Patrick Kelly

Address: 59 Centre Street, Brockton, MA 02303

Phone #: 888-926-2766 Fax#: 800-262-1622 E-Mail: patrick.kelly@wbmason.com

State Contract #: OFF-36 (Exhibit # 1) State Contract Expiration Date: December 31, 2016.

Description of Goods/Services to be provided:

Office Supplies, Recycled Paper & Envelopes per attached list.

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 #20140728. 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 January 1, 2014 and shall continue through December 31, 2016, 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.

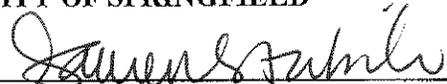
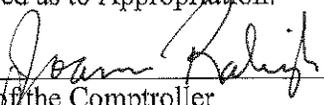
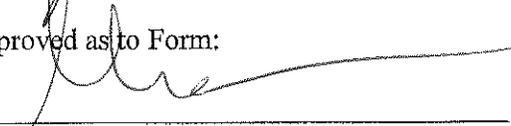
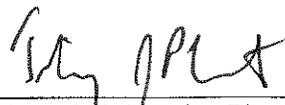
4) Successors and Assigns: The City and the Vendor each bind themselves and their legal representatives to all covenants of this Agreement. Neither the City nor the Vendor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party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

WB MASON COMPANY, INC.  <hr/> Date signed: <u>1/3/14</u>	CITY OF SPRINGFIELD  <hr/> Chief Procurement Officer
Approved as to Appropriation: ^{N/A}  1/3/14 <hr/> Office of the Comptroller Approved as to Form:  <hr/> City Solicitor	 <hr/> Chief Administrative Financial Officer  <hr/> Mayor, Domenic J. Sarno Date signed: <u>1/21/14</u>

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

04-2455641

Individual Social Security Number, State Identification Number, Federal Identification Number, Company: W.B. Mason Co. Inc., P.O. Box (if any):, Street Address Only: 59 Centre St., City/State/Zip Code: Brockton, MA 02301, Telephone Number: 888-926-2766, Fax Number: 800-262-1622, List address(es) of all other property owned by company in Springfield: None, Please Identify if the bidder/proposer is a: Corporation [checked]

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, Daniel Orr Jr. (authorized agent) certify under the pains and penalties of perjury that W.B. Mason Co. Inc. (Bidder/Proposer) to my best knowledge and belief, has/have complied with all United States Federal taxes required by law. Bidder/Proposer/Contracting Entity: W.B. Mason Co. Inc., Authorized Person's Signature: [Signature], Date: 1/3/14

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Daniel Orr Jr. (authorized agent) certify under the pains and penalties of perjury that W.B. Mason Co. Inc. (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). Bidder/Proposer/Contracting Entity: W.B. Mason Co. Inc., Authorized Person's Signature: [Signature], Date: 1/3/14

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

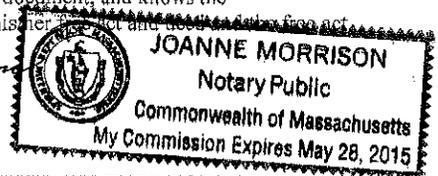
Pursuant to M.G.L. c. 62C §49A, I, Daniel Orr Jr. (authorized agent) certify under the pains and penalties of perjury that W.B. Mason Co. Inc. (Bidder/Proposer) to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Bidder/Proposer/Contracting Entity: W.B. Mason Co. Inc., Authorized Person's Signature: [Signature], Date: 1/3/14

Notary Public

STATE OF MASSACHUSETTS, County of PLYMOUTH, ss, JANUARY 3, 2014

Then personally appeared before me [name] DANIEL ORR, JR., [title] SR. VP of [company] W.B. MASON CO. INC., 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 act and deed of [company name] W.B. MASON CO. INC.

Notary Public, My commission expires: MAY 28, 2015



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.

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.

Daniel Orr Jr.

(NAME OF PERSON SIGNING BID)



(SIGNATURE)

W.B. Mason Co Inc.

(COMPANY)

CORPORATE CERTIFICATE

BC #20140728

I, ** Steve Greene A Resident of Easton in

The State of Massachusetts DO HEREBY CERTIFY: that I am
the Clerk/

Secretary of W. B. Mason Co. Inc.

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

State of Massachusetts

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

* Daniel Orr Jr. Senior Vice President
(Officer, person-signing on behalf of corp.) (Title)

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: OFFICE SUPPLIES, RECYCLED PAPER & ENVELOPES - PER STATE
CONTRACT OFF-36.

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

Of such corporation this 6th day of January 2014

(Affix)
(Seal)
(Here)

** Steve Greene

*THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS
TO SIGN CONTRACTS *

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



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Vendor(s)

Document Number: OFF36 Issued By: Operational Services Division / IT and Office Procurements

Summary Rules Issuer(s) Forms & Terms Vendor(s) Updates Other Information

Vendor Information

Company Name: W.B. Mason
 Doing Business As (DBA):
 Programs:
 Comments:
 Name: Greg Manning
 Title:
 Address 1: 59 Centre Street
 City: Brockton
 State or Province: MA
 Postal Code: 02301
 Country: US
 Phone1: 800-242-5892x8273
 Phone2:
 Phone3:
 Fax1: 888-486-8823
 Fax2:
 E-mail: greg.manning@wbmason.com
 Website: www.wbmason.com
 Effective Start Date: 01/01/2014 07:00AM
 Effective End Date: 12/31/2016 11:59PM
 Vendor Code 1: VC6000160898
 Vendor Code 2:

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.

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Vendor Documents

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Summary

Document Number: OFF36 Issued By: Operational Services Division / IT and Office Procurements

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

Document Title: Office Supplies, Recycled Paper and Envelopes
 Document Status: ACTIVE Version: 00000

Estimated Value (US\$): 40,000,000.00
 Estimated Units: Not Available

Small Procurement - Estimated Value \$10,000 to No \$150,000:
Large Procurement - Estimated Value greater than Yes \$150,000 :

Start Date: 01/01/2014 07:00AM Last Changed Date: 01/01/2014 07:00AM
 End Date: 12/31/2016 11:59PM Award Date: 01/01/2014 11:59PM
 Max End Date: 12/31/2018 11:59PM
 Issuer may exercise renewal options. See Rules tab for renewal information, if any.

Comm-PASS Office, Recreation, Education - Related Equipment, Services & Category: Supplies / SUPPLIES-Envelopes/Office/Paper

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: Yes
 Contains MBE/WBE/DBE: Yes Contains Prompt Pay Terms: Yes Seek Quotes:

Search Key Words: Maryellen Osborne, OFF36, OFF28, office supplies, pens, markers, retractable pens, copy paper, envelopes, roll stock, kraft envelopes, pencils, tape, staplers, folders, scotch tape, paper clips, printed envelopes, specialty envelopes, statewide

Description: This contract replaces OFF28 for Office Supplies, Recycled Paper, and Recycled Envelopes.

Related Solicitation OFF36 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.

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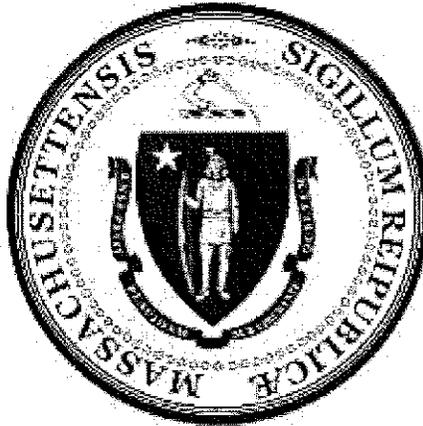
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OPERATIONAL SERVICES DIVISION

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



Request for Response (RFR)

**Document Title: OFFICE SUPPLIES,
RECYCLED PAPER AND ENVELOPES**

Document Number: OFF36

Issued: October 2, 2013

Amended October 22, 2013. All amendments are shown in red.

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 PROCUREMENT SCOPE AND GENERAL REQUIREMENTS

1.1 Procurement Scope and Description

The Commonwealth of Massachusetts and the OFF36 Strategic Sourcing Services Team (SSST) are soliciting Bidders for the acquisition of Office Supplies, Recycled Paper and Recycled Envelopes. The resulting Contract will be the primary Statewide Contract used by Executive Agencies of the Commonwealth for the goods and services covered by the Contract. The Statewide Contract will also be available for use by other eligible entities listed on the Issuer tab on Comm-PASS. Each Commonwealth Agency and eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Statewide Contract. Contractors will be responsible for marketing their goods and/or services to Commonwealth Agencies and other eligible entities.

The SSST will be soliciting bids in three (3) categories; offices supplies (Category 1), recycled copy and print papers (Category 2), and recycled plain and printed envelopes (Category 3). Bidders may submit bids in one or more of these Categories.

For all three (3) categories, the SSST's secondary purpose is to provide only paper products made with a percentage of post-consumer recycled content (PCRC) in order to strengthen the markets for these materials which are collected in municipal and business recycling programs, make more efficient use of our natural resources, reduce waste volume, and serve as a model for public and private institutions.

1.2 Background Information

The Statewide Contracts awarded as a result of this Solicitation will replace Statewide Contract OFF28 when it terminates on December 31, 2013.

1.3 Number of Awards

The target maximum number of Contractors is two per category. This is a target number; the SSST may award more or fewer Statewide Contracts if it is in the best interests of the Commonwealth to do so.

1.4 Adding Contractors after Initial Statewide Contract Award

If, over the life of the Contract, the SSST determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Solicitation but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional bids.

1.5 Acquisition Method

The acquisition method(s) to acquire goods and/or services from this Solicitation are outright purchase.

1.6 Contract Duration

The initial term of this Contract is three years, with additional options to renew. If all options to renew are exercised this contract will have a maximum term of 5 years. It is anticipated that the Contract will be executed on or after January 1, 2014.

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

Please refer to the "Estimated Value (US\$40,000,000)" and "Estimated Units" fields indicated on the Summary tab for this Solicitation on Comm-PASS. The Commonwealth makes no guarantee that any commodities 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.

1.8 Basis for Estimated Value (US\$)

The estimated value was derived by reviewing Contractor sales reports to Commonwealth of Massachusetts Eligible Entities for FY13.

2 ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Solicitation: Announcement of Intent to Procure	June 24, 2013
RFR DRAFT: Release Date	August 22, 2013
Solicitation: Release Date	October 2, 2013
Forum: Start date for Bidders to submit written questions to the Comm-PASS forum	October 3, 2013 at 10:00 AM
Forum: Deadline for submission of written questions	October 10, 2013 by 4:00 PM
Forum: Official answers published (Estimated)	October 22, 2013
Training for Online Submission	<p>Only businesses responding to the OFF36 RFR <i>Registration</i>:</p> <p>Training dates: October 9, 2013 & October 23, 2013</p> <p>Training times: 10:00AM-12:00 noon and 1:00PM-3:00PM (Bidder may choose either time to attend for both dates listed)</p> <p>To register please select the link below: http://comm-pass.eventbrite.com/</p>
Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the "Amendment Deadline" on Comm-PASS).	October 23, 2013
Solicitation: Close Date / Submission Deadline	November 5, 2013 by 3pm
Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated)	December 9, 2013
Contract: Estimated Contract Start Date	January 1, 2014

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

3 SPECIFICATIONS

To ensure compliance please make sure to read all the specifications and requirements carefully.

3.1 Bidder Qualifications

3.1.1.1 Company Certifications and Affiliations

Written certification must be submitted with bid response from a minimum of two paper mills stating that the Bidder is an authorized paper merchant as instructed below:

3.1.1.2 Category 1A,B - Office Supplies Only

Bidders responding to Category 1A, B are **NOT** required to submit written certification from paper mills.

3.1.1.3 Category 2 - Recycled Paper Products Only

Bidders must submit written certification for Category 2 from a minimum of two paper mills stating that the Bidder is an authorized paper merchant and that the paper mills will support the Bidder with adequate inventory of paper supplies for purchase by all Eligible Entities during the life of the contract.

The certifications must be on the official letterhead of the paper mills and signed by an authorized official of each mill. An authorized official is defined as a company employee who has the requisite authority to commit, obligate and contractually bind the company.

The certification must identify the Bidder, the Solicitation number (OFF36) and the Bid Category (Category 2). Failure to comply with the certification requirement may result in the rejection of the response.

Please provide this information in the "Bidders Response Form".

3.1.1.4 Category 3 Recycled Envelopes Only

Bidders must submit written certification that they are capable of manufacturing plain, printed and custom envelopes for delivery statewide and that they have the ability to warehouse large orders of envelopes for multiple release dates.

Please provide this information in the "Bidders Response Form".

3.1.2 Administrative Capability

Maintaining a contractual relationship with the Commonwealth of Massachusetts will require all Contractors to establish systems that would enable them to track and report contract activities on a quarterly basis even if no business is done under the contract. The penalty for non-compliance with this requirement is contract suspension or termination. Some of the reports include: detailed quarterly reporting of all contract customers, quarterly reporting of contract revenue, and quarterly reporting of spend with the SDP Partner(s). OSD may require additional reports in the future.

3.1.3 Years in the Industry of the Solicitation

All Bidders must have been in business providing the goods and services in all categories under which they are bidding for at least two years prior to the release date of this Solicitation.

Please provide this information in the "Bidders Response Form".

3.1.4 Sales, Customer Service, Warehouse and Vehicle Information

The bidder must maintain sufficient sales and customer service personnel, storage/warehouse space, and delivery vehicles in order to fully meet the standard/minimum requirements detailed in this RFR and support the contract terms and conditions. The Contractor must provide details regarding a dedicated customer service team including; number of staff available for fulfilling orders, processing invoices and payments, answering questions or interfacing with Eligible Entities, and are familiar with the pertinent terms of the contract.

The SSST may award additional points for bid responses that exceed the standard/minimum requirements.

Please provide this information in the "Bidders Response Form".

3.1.5 References and reference information and/or requirements

Bidders must submit contact information with valid phone numbers and email addresses for three (3) references that have utilized your company's services in the category in which you are bidding within the last 24 months. The SSST will make a reasonable effort to contact the references given, but if the SSST is unable to obtain a reference, the bidder's score will be negatively impacted. The SSST reserves the right to utilize information gathered from references, historical information or other sources when scoring response. A past history or poor performance may negatively impact a bidder's scoring.

Please provide this information in the "Bidders Response Form".

3.2 Commodity Specifications

Bidders must meet all specifications and requirements as stated within this RFR as follows:

3.2.1 Eligible Required Commodities

Items provided by a Contractor must be in accordance with those contained in the Contract award. Contractors are authorized to ship only those supply items covered by the Contract. If a review of orders placed by any Eligible Entity reveals that supply items other than that covered by the Contract have been ordered and delivered, the Contract Manager may take such steps as are necessary to have the material returned by the Eligible Entity, regardless of the time elapsed between the date of delivery and discovery of the violation, at the cost of the Contractor. Full credit will be required. The Contractor must remove the commodity from their catalog and website if directed to do so by the Commonwealth Contract Manager. Contractors may also be subject to suspension for a period of time, or Contract termination.

The SSST reserves the right to remove any commodity from the contract at any time.

3.2.1.1 Bidder's Response Cost Sheet, Attachment A1, A2 and A3

Bidders are required to complete any or all of the tabs identified under Attachment A1, A2, and A3 located under the "Specification" tab of Comm-PASS (www.comm-pass.com) website as follows:

- **Category 1A - Office Supplies Market Basket** - The Commonwealth has defined a list of 976 specific items that are considered the "market basket". The Commonwealth highly encourages all Bidders to respond to all 976 items listed, however, in the event a Bidder absolutely cannot respond to an item the Bidder must identify that item as indicated on the cost sheet. All Bidders that provide a private label/generic item in replacement of the item in the market basket, the item being replaced must be of the same or better quality. During evaluations, the SSST may request product samples and it is expected that one will be provided in a timely fashion for our review. At any time during evaluations or during the life of the contract, the SSST can decide to omit that item if it feels the product is inferior or it is determined that it does not meet the RFR/contract specifications.
- **Category 1B – Office Supplies Non-Market Basket Items** - Non-market basket items are items that are not specifically listed in the market basket and are allowed under this contract (see below*) and must be offered to the Commonwealth from a catalog that the Bidder provides to the SSST for review purposes only. These items will be grouped by the discount percentage determined by the bidder as shown from a dated catalog.
- **Category 1C: Market Basket for Additional Environmentally Preferable Products** - It is the intent of the Commonwealth to provide as many EPP options at competitive pricing as possible, as directed by Executive Order 515. In this section bidders should provide the best pricing for the sample product or an equivalent that meets the generic product description.
- **Category 2 – Recycled Paper Products** - The following items are eligible commodities which must be offered by Category 2 Bidders: recycled copier, laser, bond, cut stock, flat stock, roll stock and computer continuous form papers as specified in Attachment A2, Category 2. In addition, the Paper Merchant must be able to provide a quote for specialty papers not listed in Attachment A2, Category 2, under the same terms and conditions as well as a tree-free paper (See Glossary). The prices quoted will be negotiated between the Eligible Entity and the Contractor(s). Bidders must be able to provide costs and supply products for all line items detailed in Attachment A2, Category 2. Bidders must be able to provide roll stock with a 40" maximum diameter with a 3" core in white and colors. With respect to the roll stock products only, in the event that a product does not exist that meets the RFR specifications, or such product is not available in sufficient supply, Bidders may

propose an alternative product that will serve the same purpose. The SSST reserves the right to approve or reject the alternative product proposed. In addition, once a product is available that does meet the RFR specifications and the needs of the Commonwealth, it is understood that the alternative product will be removed from the contract. To be considered, "Proposed Alternative Products," if any, must be shown in Attachment A2, under Proposed Alternative Products.

- **Category 3 – Recycled Envelopes** - The following items are eligible commodities which must be offered by Category 3 Bidders: plain and printed white and kraft envelopes as specified in Attachment A3, Category 3. The envelope manufacturer must be able to provide a quote for specialty envelopes for all types not mentioned in Attachment A3, Category 3 under the same terms and conditions. The prices quoted will be negotiated between the Eligible Entity and the Contractor(s).

Additional Requirements/Specifications for Category 1A, 1B and Custom Stamps

The following items **are allowed** only in limited quantities: copy paper and unprinted envelopes. Limited quantities are defined as 5 or less cases.

*The following items are **not allowed** under this contract: Office Furniture (examples: desks, chairs, tables, mobile or cube furniture); Printer or Copier Toner cartridges or bottles (name brand, or remanufactured); and janitorial cleaning and related supplies.

All products must meet the Environmental Specifications as outlined in Attachment C and/or elsewhere in the RFR.

For any market basket products identified by the Bidder/team as non-compliant with the RFR specifications, the SSST reserves the right to exclude such products and require Bidders to replace that item with a compliant product that is of equal, or better quality and cost. If such products are discovered after the contract award, the team also reserves the right to implement the same provision.

The SSST reserves the right to request additional products, review updated catalogs or line items for inclusion or exclusion before they are made available for purchase by Eligible Entities. Items requiring installation to a permanent/fixed structure may not be sold under OFF36. Additional items may be identified during the life of the Contract that are prohibited or have order quantity restrictions.

Custom Stamps - Proofs are required, unless waived by the Eligible Entity, for custom stamps, and must be provided within a mutually agreed upon time frame. Contractors must replace custom stamps received with errors or defects at no cost to the Eligible Entity if the customized product does not match the proof received by the Contractor from the Eligible Entity. The Eligible Entity will be responsible for costs of original items and replacement items should a custom item need to be re-produced due to error sent on approved proof from the Eligible Entity.

Additional Requirement/Specifications Paper Products for Category 2

- Recycled copy paper must function properly in all copiers, fax machines, laser printers, ink jet printers, offset presses and high speed production devices.
- Bidders must also propose at least one alternative paper product made from materials other than wood pulp (e.g. kenaf), one paper product made with 50% PCRC and one paper product made with 100% PCRC, in addition to one paper product line that is certified by such third-party organizations as the Forest Stewardship Council to contain no pulp from old growth forests. Certifications from other organizations considered equal to FSC by the Federal Trade Commission (FTC) may also be considered at the discretion of the SSSL. FSC and/or other certified papers must also contain the required percentage of recycled content.
- Recycled Content Specialty Paper: Bidders must be able to provide a selection of Specialty Papers that meet at least the minimum PCRC specifications in the Solicitation at

a cost negotiated between the Eligible Entity and Vendor(s) for all specialty papers not identified in Attachment A2.

- Recycled Content Flat or Label Stock: Bidders must be able to provide a selection of flat and/or label stock identified in Attachment A2.
- It is desirable that the items indicated in this section contain post-consumer recycled content and have not been treated with chlorine.
- Bidders must provide Environmental Paper Assessment Tool (EPAT) scores from the top two sourcing paper mills used, in addition to the mills percentage of total sales of 30% post-consumer recycled paper, or higher. EPAT was developed by the sustainability nonprofit GreenBlue in collaboration with leading paper buyers and suppliers and is an innovative assessment tool that allows buyers and sellers of paper products to evaluate environmental performance data along the paper supply chain.

Please provide this information in the "Bidders Response Form".

Desirable Requirements:

- After maximizing recycled content, preference will be given to paper and paper products whose remaining content includes other recovered materials, including, but not limited to, pre-consumer fiber and agricultural residues.

All paper products bid must meet the specifications for archival quality (ANSI/NISO Z39.48-1992) (R2009), and for brightness and opacity as detailed below: NISO Standards - National Information Standards Organization (NISO). This standard establishes criteria for coated and uncoated paper that will last several hundred years without significant deterioration under normal use and storage conditions in libraries and archives. ANSI Approval Date (2nd reaffirmation): 1/4/2010.

ANSI / NISO Z39.48-1992 (R2009) require that the following standards be met:

PAPER GROUP DESCRIPTION	UNCOATED PAPER	COATED PAPER
Ph range	7.5 to 10	7 to 10 (for core paper, excluding coating)
Minimum average machine directions tear index	5.25 mNm ² /g	3.50 mNm ² /g
Minimum alkaline reserve equivalence	2% calcium carbonate based on dry oven weight of paper	
Lignin maximum percentage by fiber weight	1% (or less) by weight of fiber content of paper	

Minimum Specifications for Brightness and Opacity:

PAPER GROUP DESCRIPTION	MINIMUM ACCEPTABLE BRIGHTNESS	MINIMUM ACCEPTABLE OPACITY	MINIMUM ACCEPTABLE CALIPER
25% Rag Bond	90	88	.004
Sulfite #4 Bond	90	86	.004 - .005
Offset - Uncoated 50#	90	90	.004 - .005
Offset- Uncoated 60#	90	92	.004 - .005
Offset - Uncoated 70#	90	93	.005 - .0055
Offset - Uncoated 80#	90	95	.006 - .0065
Offset - Coated 60#	88	93	.003 - .004

Offset - Coated 70#	88	94	.003 - .004
Offset - Coated 80#	88	95	.003 - .004
Vellum Bristol Cover 67#	84	95	N/A
Antique Finish Cover 50#	88	95	.007
Antique Finish Cover 65#	88	95	.009
Antique Finish Cover 80#	80	98	.0105
Bristol Index 90#	88	95	.0075
Bristol Index 110#	88	97	.009
Bristol Index 140#	88	99	.011
Label Stock	88	90	N/A
Blank Multipart Sets/Carbonless	85	75	N/A
Copier Paper	90	86	.004 - .005
Blank Sets	88	75	N/A
Pre-Collated Carbonless	88	75	N/A

Category 2 – Paper Products only: Bidders cannot change “house brands” without confirming that the paper mill still meets our standards. Therefore, the Bidder must provide documentation that the paper is of archival quality if a change in “house brands” is requested.

Category 2, Continuous Paper Stock Specifications

Stock must have the options of blank, three lines per inch, or ½” bar lines (standard colors).

All stock must meet the minimum standards established by the National Board of Forms Association (NBFA) to ensure high quality performance, including the requirements that form construction must include perforation between each form to a degree that will insure uninterrupted continuous feeding with constant commercially perfect alignment and positive registration on all copies, and the requirement that all stock must be crimped in both margins every two (2) inches depth (alternatively, not crimped if specified by the Eligible Entity).

All stock must have standard pin feed holes to fit feeding devices for all standard printers. If an Eligible Entity has a special request for pin feed locations not considered “standard,” the Contractor must have the capabilities to produce and deliver the stock with non-standard pin feed locations at an additional cost mutually agreed upon by the Eligible Entity and Contractor.

All NCR coatings must be a black image, one time sensitive and non-smudge, guaranteed to give clear legible copies.

All stock must range from one (1) part Register Bond Recycled and one (1) to four (4) Part NCR Carbonless.

Additional Requirements/Specifications – Envelopes Category 3

- Recycled standard logo with the words “30% post-consumer recycled content” must be included on all printed envelopes at no additional charge to customers.
- Bidders must be able to provide 30% PCRC sub 24# white wove, plain and printed and 30% PCRC sub 28# brown Kraft envelopes, either plain or printed.
- All envelope window material must be made from a recyclable material (e.g., glassine [cellulose based]). Any postal problems arising from clarity or other material deficiencies must be corrected at no extra charge to the Eligible Entity.
- As part of sound environmental initiatives, Contractors must be able to provide Eligible Entities, upon request with soy (and/or water) based inks at no extra cost.

- Bidders must be able to provide costs and supply products for all line items detailed in Attachment A3, Category 3.
- White printed envelope pricing must include one (1) color on front side of the envelope, with all industry standard PMS colors available.
- Color wove envelopes must be available in industry standard colors.
- Any change of material that would render the product in non-compliance with the RFR specifications must be approved by the SSST before printing and delivery.
- All envelopes must be completely recyclable in office paper recycling programs.
- Bidders must be responsible to advise Eligible Entities and the Commonwealth Contract Manager of any changes in US Postal regulations that may impact envelope construction and/or design.
- Proofs are required, unless waived by the Eligible Entity, for printed envelopes must be provided within a mutually agreed upon time frame. Contractors must replace custom printed items received with errors or defects at no cost to the Eligible Entity if the customized product does not match the proof received by the Contractor from the Eligible Entity. The Eligible Entity will be responsible for costs of original items and replacement items should a custom item need to be re-produced due to error sent on approved proof from the Eligible Entity.
- Category 3 Bidders with printing facilities must comply with all applicable state and federal environmental regulations.
- Bidders with printing facilities located in Massachusetts must provide documentation for annual certification to the Massachusetts DEP Environmental Results Program (ERP), or proof of non-applicability status. The Environmental Results Program is an environmental performance initiative featuring a multimedia, sector-based regulatory approach that replaces facility-specific state permits with industry-wide environmental performance standards and annual certifications of compliance. ERP certification is mandatory for all commercial printing operations in Massachusetts and facilities. Information can be found at <http://www.mass.gov/eea/agencies/massdep/service/approvals/printer-forms.html>.
- The applicable following documentation must be submitted:
 - Annual Compliance Certification for Printers: Bidders must provide copies of the first page and the last page of the completed form that was due September 15, 2013 with authorized officer's signature as submitted to DEP. If the filing was performed electronically, any document confirming successful filing would be sufficient to demonstrate compliance.
 - Non-Applicability Statement for Printers: Bidders must provide a copy of the completed form due September 15, 2013 with authorized officer's signature as submitted to DEP or evidence of successful electronic filing.
 - Bidders with facilities located outside of Massachusetts must provide the following documentation:
 - Waste Water – a copy of any applicable NPDES or local POTW (only the front page of the permit document must be submitted to demonstrate compliance with this requirement);
 - Hazardous waste – a copy of any applicable RCRA permit (only the front page of the permit document must be submitted to demonstrate compliance with this requirement);
 - Storm Water – a copy of any applicable NPDES or local POTW permit (only the front page of the permit document must be submitted to demonstrate compliance with this requirement).

The documents above must be scanned into one (1) single PDF file and submitted with your Bid Response. Please follow the File Naming Conventions as indicated in Section 5.8.1. If the file is too large (over 10MB) please follow instructions in Section 5.8.2 to submit it in parts.

3.2.2 Specifications for Categories 2 and 3 Only – Paper Specifications

All paper products bid under Categories 2 and 3 must contain a minimum of 30% post-consumer recycled content (PCRC) (unless a lesser percentage is specified in the

Solicitation for selected products). They must be verified by including a letter from the paper/product manufacturer that papers bid meet minimum PCRC content specifications and standards for archival quality, brightness, opacity, caliper and smoothness as listed below in this Solicitation. It is highly desirable that such products also be Process Chlorine Free (PCF). In order to receive extra consideration for PCF papers, such documentation must also be included to verify that process.

In the event that this minimum PCRC standard increases at the federal government level during the Contract term, the SSST reserves the right to require (within a reasonable amount of time) that the State Contract level of PCRC also be increased to stay in line with the federal standards.

Categories 2-3 (Paper and Envelopes) Desirable:

It is also desirable that office papers are certified by one or more of the following:

- Green Seal (GS-7) – Environmental Standard for Printing and Writing Papers
- EcoLogo (CCD-077) - Environmental Standard for Printing and Writing Papers
- Forest Stewardship Council (FSC) – Certification for the virgin portion of the paper product that ensures responsible forestry. (Does not preclude PCRC minimum).
- Chlorine Free Products Association (CFPA) – eliminates the use of chlorine in bleaching process.

Bidders able to offer the greatest selection of such certified papers may be given preference in the evaluation process.

3.2.3 Commodities that are Required for the Contract

Items provided by the Awarded vendor must be in accordance with those contained in their Contract award. Awarded vendors are authorized to provide only those items and/or quantities covered by the Contract. Awarded vendors are not allowed to provide any products that are not on the approved product list. Violation of this term may result in the Contractors being subject to suspension for a period of time, or Contract termination.

3.2.4 Brand Name or Equal

Unless otherwise specified in this Solicitation, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Solicitation to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and Eligible Entities may consider, at their discretion, clearly identified offers of substantially equivalent commodities at the same or better pricing.

3.3 Service Specifications

3.3.1 Orders

3.3.2 Catalog and Marketing Materials

Contractors must supply a copy of their standard catalog at no additional cost to any Eligible Entities who request it during the life of the Contract. It is understood that this Catalog will retail pricing and may include items which are not available under the Contract.

Contractors must submit all advertising literature with regards to OFF36, including but not limited to, brochures, catalogs, and price lists, to the Commonwealth Contract Manager for review and approval before providing such materials to an Eligible Entity. Non-compliance with this requirement may result in a penalty assessment of up to \$100.00 each occurrence, Contract suspension, or Contract termination.

It is highly desirable that Bidders agree to use 30% PCRC paper for all other printed marketing materials and literature related to this Contract.

3.3.3 Electronic Procurement Systems (eProcurement)

All Bidders responding to this RFR agree that, (1) in the event the Commonwealth implements All Bidders responding to this RFR agree that, (1) they will maintain an active

Comm-PASS account until such time as the Commonwealth's new eProcurement System, COMMBUYS, replaces the current Comm-PASS system; and (2) they will participate as directed by the SSSL to successfully activate and maintain a contract and technically-compliant catalog in COMMBUYS, or any future replacement solution; and (3) bidder understands and acknowledges that all references to the Comm-PASS website or related requirements throughout this RFR including, but not limited to sections 6.1.4 and 6.3.1, Comm-PASS Smart Bid Subscription and Quick Quotes (upon notification by the SSSL) and 6.1.12, System of Record, shall be superseded by comparable requirements pertaining to the COMMBUYS website upon replacement of the Comm-PASS system.

Through COMMBUYS implementation, Commonwealth executive departments and all eligible public entities will access one system to shop directly with Statewide Contract Vendors.

COMMBUYS will support a supplier's Web-based catalog from which purchases can be made by any eligible COMMBUYS buyer. 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 COMMBUYS 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.

3.3.4 Online Ordering Website

Awarded Contractors must provide an online ordering website. The website must be available within 30 days after Contract execution. Approval by the SSST, prior to publication of the initial website and any changes or updates, is required. The website page must be accessible by an Eligible Entity at no additional cost. Contractors are required to provide training statewide to any Eligible Entities who request training, at no additional cost.

The website must include the following minimum functionality, except for features identified as "desirable":

- Must display only OFF36 Statewide Contract items;
- Must provide a clear description, including but not limited to the unit of measure, percentage of post-consumer recycled content (where appropriate) and cost;
- Must not provide any disclaimers or offers that are inconsistent with the Contract;
- Must provide the search capability by product type, type of item, manufacturer, manufacturer part number #, and keyword description;
- Must provide the number of items in a carton, box, or other shipping unit;
- Must provide the ability to search within results;
- Must provide the ability to provide a cost comparison among lower cost items that are equal or better in quality to the item(s) selected;
- Must provide a comparison among items that are more environmentally preferable and are equal or better in quality to the item(s) selected;
- For paper, dimensions, weight and unit of measure must be displayed;
- Must provide the capability to enter multiple "Ship To" addresses within one order;
- Must provide the ability to define symbols when the cursor hovers over them;
- Must provide a comment field where a user can enter comments for each line item of an order;
- Must provide a preview of past order contents when the user rolls the cursor over the order number;
- Must provide the ability for Eligible Entity to save their "Favorites List"/"Shopping Cart" of most commonly purchased items;
- Must provide the ability to provide a workflow approval process for a minimum of 3 (three) approval levels. More than 3 (three) approval levels are desirable;
- Must provide the ability to track orders and delivery status;

- Must have the ability to post the approved cost files that clearly identify all environmentally preferable products;
- Must have the ability to maintain a promotional section to highlight any current or planned approved Contract promotions;
- Desirable: ability to maintain an archive section for prior approved Contractor cost files;
- Desirable: Ability to show the quantity of items available;
- Desirable: provide chat functionality;
- Desirable: the ability to provide an environmental information section including but not limited to: information about the benefits of purchasing environmentally preferred products, the use and benefits of remanufactured supplies, current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, equipment end-of-life management) and other relevant topics.

The SSST reserves the right to request modifications to the website page during the term of the Contract. Any modifications, changes or updates must be reviewed and approved by the SSST prior to publication. Non-compliance with this requirement may result in a penalty assessment of up to \$100.00 per day for each occurrence, Contract suspension, or Contract termination. Once an email has been sent to the Contract Manager notifying them of a perceived occurrence, they will have 2 business days to address the problem. If the problem has not been resolved within a reasonable time frame (to be determined on a case by case basis) then the penalty starts to accrue.

3.3.4.1 Product Substitutions for Discontinued Items

Orders must be filled as submitted unless the item has been discontinued by the manufacturer and is not available for shipment. If that is the case, the Eligible Entity's approval of any proposed substitute product is required prior to shipping the order. The replacement item must be of equal or better quality at an equal or lower price. If the substitute item is less expensive, that must be reflected on the invoice. If samples are available and requested by the Eligible Entity the Contractor should provide the item at no additional charge. If the Contractor must charge a fee for the sample the price must be negotiated between the Contractor and Eligible Entity.

3.3.5 Delivery Requirements (All Categories)

3.3.5.1 Statewide

Contractors must be able to provide delivery throughout the Commonwealth of Massachusetts, including the islands. If the Contractor uses an independent company to satisfy delivery requests, the Awarded Contractor is responsible for ensuring that the delivery company coordinates with the contract user. It is desirable that Contractors use as little packaging as necessary to deliver products in order to maintain product in original form.

3.3.5.2 Cost

Delivery must be made at no extra cost to Eligible Entities with all deliveries being FOB destination. F.O.B. destination shall mean inside delivery to the location specified by the Eligible Entity. The Contractor shall be responsible for all delivery and unloading of product at no additional cost. All orders will be processed, confirmed and delivered based on established delivery schedules. Should the Contractor use an independent business to satisfy delivery requests, it is understood that said Contractor accepts responsibility for ensuring the delivery company will coordinate with the contract user on delivery manner. Contractor is also responsible for all violations and penalties if the delivery company is not performing to the terms of this contract. Late deliveries or deliveries that cannot be made within the above guidelines may be canceled at no cost to the Eligible Entity.

- 3.3.5.3 Hours**
All deliveries shall be performed during regular working hours, usually 9:00 AM to 5:00 PM EST/EDT Monday through Friday. Delivery at other times is permissible only with the written approval of the Eligible Entity.
- 3.3.5.4 Time Allowed for Delivery After Order Placement**
- 3.3.5.5 Category 1**
All deliveries must be made within one (1) business day of the order placement, or per a delivery schedule mutually agreed upon by the Eligible Entity and the Contractor. The only exception would be delivery to the islands in which case 3 business days will be acceptable.
In the event a contractor cannot deliver within the required time frame indicated above, the contractor must notify the Eligible Entity and work out a mutually acceptable schedule. If the contractor does not contact the Eligible Entity, or if the contractor & Eligible Entity cannot agree on a mutually agreed upon schedule, a penalty of \$100.00 per day/per violation may be imposed.
- 3.3.5.6 Category 2**
All deliveries must be made within two (2) business days of the order placement for stock items and within three (3) business days for non-stock items, or per a delivery schedule mutually agreed upon by the Eligible Entity and the Contractor, except as provided below for rolled stock.
All deliveries of white, standard rolled stock must be within three (3) business days of the receipt of the order, unless mutually agreed upon by the Eligible Entity and the Contractor. Deliveries of specialty rolled stock and/or colors must be within fifteen (15) business days of the receipt of the order, unless mutually agreed upon by the Eligible Entity and the Contractor.
In the event a contractor cannot deliver within the time frames allowed for this category, the contractor must notify the Eligible Entity and work out a mutually acceptable schedule. If the contractor does not contact the Eligible Entity, or if the contractor & Eligible Entity cannot agree on a mutually agreed upon schedule, a penalty of \$100.00 per day/per violation may be imposed.
- 3.3.5.7 Category 3**
All deliveries must be made within two (2) business days for plain stock envelopes and seven to ten (7-10) business days for printed stock envelopes or per a delivery schedule mutually agreed upon by the Eligible Entity and the Contractor. For non-stock plain or printed envelopes delivery must be made in accordance with a delivery schedule mutually agreed upon by the Eligible Entity and the Contractor.
In the event a contractor cannot deliver within the time frames allowed for this category, the contractor must notify the Eligible Entity and work out a mutually acceptable schedule. If the contractor does not contact the Eligible Entity, or if the contractor & Eligible Entity cannot agree on a mutually agreed upon schedule, a penalty of \$100.00 per day/per violation may be imposed.
- 3.3.5.8 Condition**
Contractors are required to deliver products in first class condition at the point of delivery, and in accordance with good commercial practice. Damaged shipments will not be accepted. In the event that a shipment is accepted and subsequently found to be incomplete, incorrect, or damaged, the shipment must either be replaced, at no cost to the Eligible Entity, or returned at the Contractor's expense, for a refund or credit of the purchase price. The Contractor may not charge restocking fees.
- 3.3.5.9 Labeling of Shipping Cases**
Shipping cases must show the name of the supplier, name and address of receiving customer and purchase order number. Shipping cases must be properly labeled with the part number/stock number, quantity per box, and paper size (if applicable). They must also include a special designation for each carton if requested by the Eligible Entity.

Category 2 only: Packing slips for deliveries of rolled stock must include the delivered weight.

3.3.5.10 Security Policies

Contractors must adhere to established security and/or property entrance policies and procedures established by each Eligible Entity. It is the Contractor's responsibility to inquire about those policies and procedures prior to any attempt to enter the premises, and to adhere to them. The Contractor must be prepared to supply a list of drivers' names and any other background information necessary to the Department of Correction or any Eligible Entity who so requests for security clearance. All Contractor vehicles are subject to inspection upon entering and leaving all facilities.

3.3.5.11 Backordering - Category 1

Contractors must automatically deliver all backordered items not in stock at the time of request as soon as the items become available. If a Contractor cannot deliver the backordered item(s) within 2 (two) business days of the original date of order or in a time frame mutually agreed upon by the Eligible Entity and the Contractor, then the Contractor may deliver an equal or better quality item at the same price or lower, of the backordered item within 2 (two) business days. The Eligible Entity's approval of the backorder replacement item is required prior to shipment of the item. No additional fees or service charges will be allowed for delivery of supplies on backorder.

3.3.5.12 Order Fill Rate – Category 1 Only

Contractors must maintain a complete order fill rate of 98% for next day delivery during the term of the contract. In the event that a contractor cannot maintain the fill rate, the vendor must notify the Eligible Entity and work out a mutually acceptable replacement for the items that are not filled. If the contractor does not contact the Eligible Entity, or if the contractor & Eligible Entity cannot agree on a mutually acceptable resolution, a penalty of up to \$100.00 per violation may be imposed.

3.3.5.13 Backordering - Categories 2 and 3

Contractors must deliver backordered items in a time frame mutually agreed upon by the Eligible Entity and the Contractor. No fees or service charges will be allowed for delivery of supplies on backorder.

3.3.5.14 Minimum Order Quantities – Category 3 Only

The minimum order for printed envelopes will be 1 carton.

3.3.5.15 Proof of Delivery

Proofs of delivery must be maintained for a minimum of eighteen (18) months after deliveries.

3.3.5.16 Product Returns

Contractors must resolve all requests to return non-custom items in original condition within 5 business days. Items will be picked up and credited by the Contractors within five business days at no cost to the Eligible Entity. No restocking fees will be charged.

Unapproved substitutions are not allowed under this Contract and if delivered in error must be replaced with the requested items or approved substitutes within 2 business days. No restocking fees will be charged.

All awarded bidders will be responsible for insuring that item(s) received that do not meet the written guarantees and/or warranties published by the manufacturer are replaced within 30 days of notification by the department whom purchased the item. Returning of the defective item will be done so at the expense of the supplier.

3.3.5.17 Category 2 Only – Additional Requirements for Rolling Stock

Contractors must ship goods either palletized or rolling edge (no pallets). All deliveries must be made in one (1) to three (3) rolls per package (maximum three [3]) in vertical rolling position. Any roll(s) delivered flat will not be accepted and will be returned to the Contractor at the Contractor's expense. All rolls delivered must be completely covered in either plastic or paper wrapper and be clearly labeled from the mill with the color, stock weight and roll weight.

All packing slips must have the delivered weights included.

3.3.6 Invoice and Payment Specifications

Billing must be done at a minimum per order, unless consolidated billing is requested. It is highly desirable for the Bidder to offer and provide electronic invoices to the Eligible Entities upon request.

Contractors may be required to provide consolidated billing, upon request of the Eligible Entity. All invoices must have a separate line item identifying the account and any line item detail requested by the Eligible Entity for each order and delivery. Prompt Pay Discounts will be based on the receipt date of the consolidated invoice.

The contractor must agree to apply payments issued by Eligible Entities to the appropriate invoices. To clarify, payments made by the Treasurer's Office may combine payments from multiple state entities. Contractors will be able to use the Commonwealth's VendorWeb service to help in reconciling such payments (see link on the State Comptroller's Office website at www.mass.gov/osc).

The contractor must agree to match invoices and apply the correct bills and set up separate billing accounts. The Contractor must not automatically apply payments against the oldest invoices or use any other arbitrary basis for applying payments.

Invoices (both paper and, if available, electronic) must clearly identify the dock delivery discount (DDD) and the volume purchase discount (VPD) and deduct these amounts from the invoice total if offered.

3.3.7 Performance Specifications

Contractors must conform to all RFR terms and requirements throughout the life of the Contract. The SSST will monitor the Contractor's performance through the required reports, agency feedback, and other available data.

If the Contractor's performance is not satisfactory, and can be remedied, the Contractor will be offered the opportunity to submit and implement a corrective action plan. Depending on the severity of the unsatisfactory performance, the SSST may issue a written warning, financial penalty, add additional vendors, or suspend or terminate the Contract.

3.3.8 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 include the following:

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.

- A list of emergency contact information including name, position/title, phone, email and cell phone.
- A list of the Bidder's building location (s) that would be available to serve the Commonwealth during an emergency.
- A description of the areas of Massachusetts that the Bidder could supply in the event of an emergency (e.g., entire State, specific city or region).

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

3.3.9 Value Added Services (for all categories)

Please describe any value-added services provided by your company that are relevant to the scope of your response to this RFR. You may provide documentation to support your statement but do not submit more than 2 pages.

3.4 Environmental Specifications

3.4.1 Environmentally Preferable Products (EPP) and Services

3.5 The SSST and Contractor(s) may establish a preference for Environmentally Preferable Products (EPPs) or services and/or negotiate during the Contract term to permit the substitution or addition of EPPs to the Contract when such products are readily available at a competitive cost and satisfy the department's performance needs. Contractors are encouraged to fill out the Additional Environmentally Preferable Products / Sustainable Business Practices Form, part of the Bid Response Form.

3.5.1 Executive Order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products.

Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order can be seen at <http://www.mass.gov/governor/docs/executive-orders/executive-order-515.pdf>.

3.5.2 Environmental plan

Beginning the first year of the Statewide Contract and throughout the life of the Statewide Contract, awarded Bidders **must** agree to work with OSD and the SSST to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

- Implementing energy efficiency initiatives at the corporate level in line with Executive Order 484, such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies.
- Encouraging environmental initiatives at a corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.
- Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as but not limited to LEED, ISO 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice and others.

- Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
- Working with the SSST to develop and distribute information and/or materials to Commonwealth customers on the Awarded Bidder's environmental practices and initiatives throughout the term of the Contract.
- Developing a plan to implement the recycling of materials used or produced in normal business operations.
- Examining the feasibility of source reduction efforts to reduce or eliminate the use of primary packaging (e.g. cardboard cartons) and secondary packaging (e.g. polystyrene, shrink-wrap) and agreeing to the guidelines in the Toxics in Packaging Clearinghouse legislation.

It is desirable that Bidders provide evidence that they are able to measure initiatives such as listed above that are already in place within their operations. Written proposals submitted with their Response should detail a commitment to action contingent upon receipt of a Contract award.

The SSST may award points to Bidders who provide evidence that measures and initiatives such as these are already in place within their operations, and/or for written proposals submitted with their Response detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices form on Comm-PASS).

3.6 Compensation Structure/Pricing

3.6.1 Category 1A – Office Supplies Market Basket Items

Market basket contract items, found in Attachment A1, Category 1 must have a fixed price for the initial 12 months of the contract.

After the first anniversary of the award the SSST will only consider an increase of less than 2% per commodity within each 12 month period. In the event of an unusual circumstance increases in excess of 2% will only be considered for review if documentation is provided that supports a need to negotiate a greater percentage increase for that commodity. Such documentation should include at a minimum, but not be limited to, a letter from the manufacturer or supplier on their letterhead that their prices have increased, and identifying the specific line item increases. In the event the request is denied and the Contractor will not accept the allowable maximum increase to the original pricing structure then the item must be removed from their website.

It is highly desirable that Bidders agree to offer cost promotions at a minimum twice per year providing significant savings to Eligible Entities (see RFR Section Save Smart Program (\$ave\$mart)).

3.6.2 Category 1B – Office Supplies Non-Market Basket Items

The discount off percentage for non-market basket items found in Attachment A1, Category 1B may not decrease for the life of the contract. However, it may increase at any time.

After the first anniversary of the award the SSST will only consider an increase of less than 2% per commodity within each 12 month period. In the event of an unusual circumstance increases in excess of 2% will only be considered for review if documentation is provided that supports a need to negotiate a greater percentage increase for that commodity. Such documentation should include at a minimum, but not be limited to, a letter from the manufacturer or supplier on their letterhead that their prices have increased. This documentation must also identify the specific item(s) in the category of non-market basket

items that is being affected. In the event the request is denied and the Contractor will not accept the allowable maximum increase to the original pricing structure then the item must be removed from their website.

It is highly desirable that Bidders agree to offer cost promotions at a minimum twice per year providing significant savings to Eligible Entities (see RFR Section Save Smart Program (\$ave\$mart)).

3.6.3 Category 1C - Market Basket for Additional Environmentally Preferable Products

Contract item pricing will not increase for the initial 12 months of the Contract.

After the first anniversary of the award the SSST will only consider an increase of less than 2% per commodity within each 12 month period. In the event of an unusual circumstance increases in excess of 2% will only be considered for review if documentation is provided that supports a need to negotiate a greater percentage increase for that commodity. Such documentation should include at a minimum, but not be limited to, a letter from the manufacturer or supplier on their letterhead that their prices have increased, and identifying the specific line item increases. In the event the request is denied and the Contractor will not accept the allowable maximum increase to the original pricing structure then the item must be removed from their website.

It is highly desirable that Bidders agree to offer cost promotions at a minimum twice per year providing significant savings to Eligible Entities (see RFR Section Save Smart Program (\$ave\$mart)).

3.6.4 Categories 2 & 3 Recycled Paper & Envelope Products

Contract item pricing will not increase for the initial 12 months of the Contract.

After the first anniversary of the award the SSST will only consider an increase of less than 2% per commodity within each 12 month period. In the event of an unusual circumstance increases in excess of 2% will only be considered for review if documentation is provided that supports a need to negotiate a greater percentage increase for that commodity. Such documentation must include at a minimum, but not be limited to, a letter from the Paper Mills or supplier on their letterhead that indicates why their prices have increased. In the event the request is denied and the Contractor will not accept the allowable maximum increase to the original pricing structure then the item must be removed from their website.

All Categories (1, 2 and 3)

The OSD Contract Manager and SSST will always accept a higher discount off percentage (%) during the contract term.

The SSST reserves the right to reject any proposed increases.

3.6.5 Cost tables

Compensation will be based solely on the cost tables supplied by the Bidder and accepted by the SSST. Bidders must complete one cost table for each Category in which they are bidding. Attachment A1 applies to category 1, Attachment A2 applies to category 2, and Attachment A3 applies to category 3. Bidders must supply prices for all line items in the attachment for which they are bidding. If a Bidder does not respond to a line item in the category for which they are bidding they may be disqualified. No substitutions will be allowed on brand name market basket items except for Category 1C: Market Basket for Additional Environmental Preferable Products. Substitutions will be allowed on private label market basket items. The SSST may request samples of any item that has been substituted from the market basket list at no charge to the Commonwealth.

The non-market basket items, as indicated in Attachment A1, Category 1B - Office Supplies Non-Market Basket, Bidders must identify and submit their publicly accessible dated source from which they are basing the proposed price and the discount. If a Bidder does not list the publicly accessible source or if the SSST has difficulties accessing the publicly accessible source, the bid will be disqualified.

The cost tables are protected to allow data entry only in selected cells. Bidders must not break this protection. Bidders who break the protection and make entries in protected cells may be disqualified.

The Bidders proposed pricing must be the most advantageous price to the Commonwealth of Massachusetts, the price of the product must reflect any and all discounts, allowances, deviated prices, rebates and/or bill backs, inclusive of all FOB charges. No additional delivery charges will be allowed.

3.6.6 Discounts

All discounts will remain the same for the life of the Contract, including any Contract extensions or interim Contracts, except if the Contractor proposes and the SSST accepts a higher or lower discount(s). This includes discounts from the manufacturer suggested retail pricing, Prompt Pay Discounts, Volume Discounts, and Dock Discounts.

3.6.7 Prompt Pay Discounts (PPD)

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

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

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

3.6.8 Dock Delivery Discounts (DDD)

Dock Delivery is defined as a one drop shipment. A bidder will receive additional evaluation points if the bidder offers a dock delivery discount equal to or greater than 2%.

3.6.9 Volume Purchase Discounts (VPD)

A Bidder will receive additional evaluation points for offering a volume purchase discount percentage (%) off based upon the total dollar amount or total quantity size of an order with one delivery locations.

If a VPD is provided, it is highly desirable that the invoice shows the amount of the VPD and deducts it from the total amount of the invoice. This is highly desirable for both manual and electronic invoices, if electronic invoice are provided. Promotional offerings approved by the SSST are exempt from the VPD during the promotional period.

3.6.9.1 Statewide Contract Administration Fee

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. 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.

3.6.10 Supplier Diversity Program (SDP) Plan

Massachusetts Executive Order 524 established the Supplier Diversity Program within the Supplier Diversity Office of the Operational Services Division in order to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). More recently, Executive Order No. 546 established the Service-Disabled Veteran Owned Business Enterprise Program (“SDVOBE Program”), which is designed to promote access and equity of opportunity to Commonwealth business opportunities to SDVOBE qualifying businesses. As a result, M/WBEs and SDVOBEs 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 SDP Plan Form #1 – SDP Plan Commitment as part of their Response for evaluation. It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation.

The SSST requires Bidders to make a significant commitment to partner with certified Minority-, Women-, and Service-Disabled Veteran-Owned Businesses in order to be awarded a Contract. Bidders must identify a commitment in the form of a specific percentage of sales made under the resulting contract that will be spent with a Certified Partner(s), using SDP Plan Form #1 – SDP Plan Commitment. This percentage commitment will extend for the life of any resulting contract. **Please note that no Bidder will be awarded a Contract unless and until they submit a completed SDP Plan Form 1.**

After contract execution, if any, Contractors must submit a completed SDP Plan Form #2 – Declaration of SDP Partners, which can be found under the Forms & Terms tab of the solicitation, identifying a Certified Partner(s) no later than 30 days after contract execution. Contractors may defer identification of their SDP Partner(s) by checking the box in Part II, thereby acknowledging their SDP Plan commitment. Failure to submit a completed SDP Plan Form #2 by the deadline may result in penalties including contract suspension, termination, and/or award to the next apparent successful bidder.

An SDO-certified Bidder may not list itself or an affiliate as being a Supplier Diversity Partner to its own company.

Once an SDP Plan is submitted, negotiated and approved, the SSST will then monitor the Contractor’s performance.

Resources available to assist Prime Bidders in finding potential Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) partners can be found at: www.mass.gov/sdp

Resources available to assist Prime Bidders in finding potential Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) partners can be found on the SDO webpage at: www.mass.gov/sdo

The Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings can be found at: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/osd-events-and-training/osd-training-and-outreach.html>

3.7 Participation in the OSD’s Annual Marketing Event, MASSbuys

OSD hosts an annual marketing and training trade show, usually in late April or early May, to educate public purchasers and contract end-users on the commodities and services available on statewide contracts, highlight innovative environmentally preferable (green) products and

provide marketing and networking opportunities to the business community. The event, recently renamed *MASSbuys*, represents the blending of two highly successful long running OSD trade shows, the Statewide Training And Resource (STAR) Exposition and the Environmentally Preferable Products (EPP) Vendor Fair and Conference.

The attendees at these events have included public purchasers and contract end users representing all Commonwealth agencies, cities and towns across the state, independent authorities, higher education and eligible not for profit human and social service organizations. The venue for *MASSbuys* has significant marketing value and is extremely cost effective as it provides exceptional opportunities for statewide contractors to market directly to thousands of attendees.

The *MASSbuys* Exposition is scheduled each year at either the Boston Convention & Exhibition Center (BCEC) or the DCU Center in Worcester and is 100% supported by statewide contractors as exhibitors. The cost to exhibit is approximately \$1100. OSD believes that the show is important because it provides public purchasers and end users with an opportunity to meet over 300 statewide contractors and receive important information on new products, particularly those that save energy, conserve water or other resources, reduces waste as well as the use of toxic substances and may also contain recycled materials. It provides statewide contractors with the unparalleled opportunity to establish 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 exhibiting at the *MASSbuys* Exposition is not required and no points will be awarded to those Bidders who commit to participate. However, Bidders who indicate their willingness to exhibit at *MASSbuys* in their RFR Response will be required to honor their commitment for the duration of their contract, if awarded a contract.

3.8 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) must also comply with the requirements stated in Terms and Requirements Pertaining to Awarded Statewide Contracts.

3.8.1 Statewide Contract Administration Fee and Report

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. All "Statewide Contracts" awarded and all purchase orders and purchases made pursuant to this RFR are subject to this fee regardless of whether the contract was awarded for statewide or regional coverage. 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.

3.8.1.1 Quarterly Fee Payment:

For each Payment Period, Statewide 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 Statewide 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 31 st	May 15th
Second Quarter	April 1st – June 30 th	August 15th
Third Quarter	July 1st – September 30 th	November 15th
Fourth Quarter	October 1 – December 31 st	February 15th

Quarterly payments 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 through a web-based secure payment center, which can be accessed through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. The secure payment center allows payments to be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard and/or Visa.

Please note that there is no charge to vendors to use ACH as OSD covers the nominal fee charged by the secure payment center for using the ACH payment method. OSD will NOT cover the convenience fee for selecting to pay by credit card. This is a fee the contractor is responsible for paying and is non-refundable; the fee is over and above the 1% Administration Fee and it is calculated at 2.49% of the 1% Administration Fee to be paid. Prior to the due date for the Statewide Contractor's Administration Fee payment, the Statewide Contractor will receive an e-mail communication from OSD that includes all required information the Statewide Contractor must use to submit payments via the secure payment center. Electronically submitting your payment, which is comprised of the 1% administration fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report. If the total Administration Fees due for the Payment and Reporting Period are less than \$50, a Statewide Contractor may carry over that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater (see Quarterly Reporting below for instructions).

3.8.1.2 Quarterly Reporting:

Contractor shall submit one Statewide Contractor Administration Fee Report   for each Statewide Contract for each Payment Period. If an amount greater than \$50 is due for the Payment Period, then the electronic submission of the payment shall serve as submission of the Statewide Contractor Administration Fee Report, as referenced in the Quarterly Fee Payment section above. However, if the total Statewide Contractor Administration Fee due is between \$0 and \$50, then the Contractor must submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period. If you are submitting this report, it must be completely filled out, signed by the Statewide Contractor via electronic signature under the pains and penalties of perjury and emailed to osdfeeadministrator@massmail.state.ma.us.

3.8.1.3 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.

3.8.1.4 Other Terms:

- Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.
- All amounts payable by the Contractor to OSD under this Agreement that are 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 selecting 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, contract suspension 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.

3.8.2 Minimum Amount of Business with this Contract

The SSST reserves the right to set minimum amounts of business conducted under the Statewide Contract which Bidders must meet in order to remain on the Contract.

3.8.3 Continued Qualification Based on Performance

Each contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Eligible Entities will be surveyed as to their satisfaction with the contractor's performance under the contract. Contractor performance will also be evaluated based on:

- The number and nature of complaints received from Eligible Entities;
- Timeliness of deliveries;
- Sufficient inventory (i.e. fill rates);
- Sales of excluded items;
- Quality of customer service;
- Demonstrated savings by Eligible Entities, including but not limited to SaveSmarts, promotional pricing, and others;
- Compliance with all reporting requirements;
- Success in promoting EPPs to Eligible Entities
- Other relevant factors.

A high number of unresolved complaints or other negative performance metrics will result in a warning to the contractor and may lead to early termination or non-renewal of that Contractor's contract. The SSST will be the final decision-maker in determining the level of

sales or number of customers needed a Contractor needs to qualify for continuing on the contract in each category and subcategory.

Sales reports will also be utilized to evaluate performance on an ongoing basis. Failure to submit the required reports in a timely and accurate manner may lead to early termination or non-renewal of a contractor's contract.

Contract Cost Compliance Verification

At any time during the Contract, OSD or its designees may require submission of documentation demonstrating that Contractors' commodities or other charges are in compliance with their contracts. This could include copies of third-party and Contractor invoices relative to a particular transaction, copies of catalogs, or other documentation. If it is determined that items or services were charged at more than the agreed upon price, the contractor will be required to refund or issue credits to the Entities that were overcharged, and to identify procedures which will be implemented to avoid future overcharges. Repeated instances of overcharging may result in suspension from new business, contract termination, or other consequences.

Restrictions on Statewide Contract use or identification of similar Statewide Contracts

Bidders must not represent themselves as able to provide goods and services under OFF36 which are not included in the Categories in which they were awarded.

The following items are not allowed under this contract: Office Furniture (examples: desks, chairs, tables, mobile or cube furniture); Printer or Copier Toner cartridges or bottles (name brand, or remanufactured); and janitorial supplies.

Additional items may be identified during the life of the Contract that are prohibited or have order quantity restrictions.

3.8.3 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, personally identifiable information, or commercial proprietary information in the possession of the Commonwealth Agency.

3.8.4 Contract Management (Contractor's interface with Commonwealth's Contract Manager)

3.8.4.1 Commonwealth Contract Manager

The contact on the Issuer tab for this Contract on Comm-PASS is the Commonwealth Contract Manager. All Statewide Contract questions must be directed to the Commonwealth Contract Manager. The SSSL shall have the final authority in all operational matters pursuant to the Contract. The SSSL must approve in advance any proposed substitutions, additions or modifications to this Contract.

The SSSL 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.

3.8.5 Contractor Account Team

3.8.6 Single point of contact (Contractor's Contract Manager)

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

3.8.7 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 Commonwealth 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 SSST may require the Contractor to relieve the Account Manager if in their opinion it appears that:

- The Account Manager does not perform at the applicable skill level specified in the Contract;
- The Account Manager does not deliver work which conforms to the performance standards of the Contract; or
- Personality conflicts with the SSST hinders the effective functioning of the Contract.

3.8.8 Timely response to requests

The Contractor's Contract Manager shall respond within two (2) business days in writing unless instructed otherwise, to all information requests from the Commonwealth Contract Manager.

3.8.9 Meetings

The Contractor's Contract Manager will attend meetings at the Operational Services Division or at other sites, if required by the Commonwealth Contract Manager. The Contractor's Contract Manager will be responsible for arranging the attendance of representatives of subcontractors if requested to do so.

3.8.10 Change notification

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

3.8.11 Report Requirements

The Bidder must agree that if awarded a Contract resulting from this RFR, the Contractor will submit quarterly reports to the Commonwealth Contract Manager that includes all of the information requested in the format in which it is requested. The Commonwealth Contract Manager reserves the right to change the frequency and format to any of the required reports.

3.8.12 Report Format and Submission

A report template will be provided for report submission. The report must be submitted in spreadsheet format or as directed in the template, rather than as a PDF or any file type other than as directed in the template. Completion and submission instructions will be included in the template.

3.8.13 Contractor Quarterly Sales Report Content

The Bidder must agree that the report content will include the following information:

Contract number (OFF36), Company name, Contractor Manager's name, address, phone, and email address must be included.

For each item purchased, Bidders must report the Contract Category, the invoice date, unit of measure, the quantity ordered, the unit price, the extended price, the type of item, the item description, the manufacturer, the manufacturer's part number, the manufacturer's SKU, the EPP status (recycled or environmentally preferable), the percentage of PCRC (where applicable), the delivered weight for any paper products, and the Eligible Entity name and code. A three digit code will be provided for all Eligible Entities except

municipalities. For municipalities, a list of the 351 cities and towns in the Commonwealth will be provided.

3.8.13.1.1 Quarterly Sales Report Due Dates

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

3.8.14 Additional Information as Required on the Report Template

Report templates will be posted on Comm-PASS. If additional information to that listed above is requested on the report template, Contractors must provide this information if it is available.

3.8.15 Late Reporting

Companies which do not submit reports as required by the report due dates will be subject to financial assessments, unless they have requested and obtained an extension. Each week the report is late may incur an assessment of up to \$500. Unless otherwise specified by the Commonwealth Contract Manager, the amount of the assessment will be credited by the Contractor towards purchases by an Eligible Entity. Repeated or protracted delays in reporting may result in Contract termination.

3.8.16 Reverse Auctions

The SSST reserves the right to employ the use of reverse auctions at any time during the Statewide Contract term. Reverse auctions may be used to create competition among the Statewide Contractors for specific planned purchases

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 SSST. Points will not be awarded for meeting the minimum mandatory requirements. The SSST 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:

- Price
 - Please note that price will carry a significant weight in the evaluation process.
 - The following price components will be evaluated:
 - **Market Basket price**
 - **Discount-off catalog**
 - **EPP Products**
- Customer Service (Sales and support personnel)
- Dock Delivery Discount (DDD)
- Volume Purchase Discount (VPD)
- References

- Environmental Initiatives
- Prompt Pay Discounts (PPD)
- Supplier Diversity Plan
- Value Added Section
- Other desirable or optional specifications: Desirable specifications will be scored according to the Evaluation Criteria. RFR specifications prefaced with language such as: "desirable", "highly desirable", "could," "can," "should," "preferably," "prefers," "suggested," and "requested" identify a desirable or discretionary item or factor that is considered by the issuer to be "desirable." The SSST has listed all desirable specifications which may receive points in the evaluation criteria.

4.3 Alternatives

A Response which fails to meet any material term or condition of the Solicitation, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated Solicitation specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the Contract. The Response should describe how any alternative achieves substantially equivalent or better performance to that of the Solicitation specifications.

The SSST will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Solicitation is to provide the best value of commodities and/or services to achieve the goals of the procurement.

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, and create a custom account.

All Bidders who are awarded a contract resulting from this RFR, if any, will be required to maintain an active subscription account during the duration of the Contract, by renewing their subscription annually.

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in the [Procurement Calendar](#).

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 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal and state 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 OFF36 > 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

Strategic Sourcing Services 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.

5.6.2 Additional Bid Response Terms

5.6.2.1 Prohibition regarding contract terms

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

5.6.2.2 Bidder Response Form

All specifications of this RFR that are not mandatory such as those specifically identified as "optional," "desirable" or in other terms indicating that the specification is not mandatory must have a response within the Bidder Response Form provided on Comm-PASS for this

solicitation in order to be evaluated. Most items within the Bidder Response Form will be scored to determine the apparent successful bidders. The SSST does not want and will not read, consider or evaluate a line by line response to this RFR.

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 must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the Commonwealth and have up-to-date, ink-signature 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.

5.8 Limits and Restrictions

5.8.1 File Naming Conventions

Files submitted via SmartBid must follow the file naming convention specified below. The Description entered during the file upload process ensures each file is readily identified by Company Name and content. The File Name assigned by the Bidder as stored on their computer or network must be structured such that each file can be processed by the upload tool. 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.

<u>RFR Section or Response Component</u>	<u>Description Enter in SmartBid during upload</u>	<u>File Name Assign when creating files</u>
Attachment B - Original Bid Response	Company Name Bid Response	CompanyName_BidResponse_Form
Section 3.2.1.1 Dated Company Catalog (Category 1B only)	Company Name Dated Catalog	CompanyName_Dated_Catalog_Cat1B
Attachment A1 - Cost Sheet	Company Name Office Supply Cost Sheet	CompanyName_OfficeSupply_CostSheet
Attachment A2 - Cost Sheet	Company Name Paper Cost Sheet	CompanyName_Paper_CostSheet
Attachment A3 - Cost Sheet	Company Name Envelopes Cost Sheet	CompanyName_Envelopes_CostSheet
Section 3.1.1.1 Certification	Company Name Paper	CompanyName_PaperMill_Cert_Ltrs

Letters from Authorized Paper Mills (Category 2 Only)	Mill Cert Letters	
Section 3.1.1.4 Written Certification or Confirmation of Manufacturing & Statewide Distribution of Plain, Printed, & Custom Envelopes (Category 3 only)	Company Name Certification of Distribution of Envelopes	CompanyName_Mfg_Distrib_Wrhs
Section 3.2.1.1 Documentation for Annual Certification to the Mass. DEP ERP (Category 3 only)	Company Name MA DEP ERP File	CompanyName_MA_DEP_ERP_File
Section 3.2.1.1 Annual Compliance (Category 3 only)	Company Name Compliance Certification for Printers –or- Non-applicability Statement for Printers	CompanyName_Compliance_Cert_Printers_File - OR - CompanyName_NonApp_State_Printers
Section 3.2.1.1 Documentation for Waste Water (Category 3 only)	Company Name Waste Water	CompanyName_WasteWater
Section 3.2.1.1 Documentation for Hazardous Waste (Category 3 only)	Company Name Hazardous Waste	CompanyName_HazardousWaste
Section 3.2.1.1 Documentation for Storm Water (Category 3 only)	Company Name Storm Water	CompanyName_StormWater
Section 3.2.1.1 Documentation for Hazardous Waste (Category 3 only)	Company Name Hazardous Waste	CompanyName_HazardousWaste
Section 3.2.1 Additional Requirements/Specifications – Envelopes (Category 3 only)	CompanyName_Additional Requirements – Envelope Category 3	CompanyName_AddReq_Envelopes
Section 3.2.2 Paper Manufacturer letters certifying PCRC specifications (Category 3 Only)	Company Name Paper Manufacturer PCRC specifications	Company name_Paper_Min_PCRC_Specs
Section 3.3.9 Value Added	Company Name ValueAdded - For Review	Company Name_ValueAdded_For_Review

5.8.2 File Size Limits

The system will not accept files that approach or exceed 10 MB. If a large file fails to upload, the Bidder must save the contents as multiple files. Note the naming convention used above which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc. If a large file fails to upload, bidders must break up the file and append _Part1, _Part2 to the end of the Description and File Name.

5.8.3 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.

5.8.4 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.

5.8.5 Documents and items that cannot be submitted electronically

Documents and items that cannot be submitted electronically, like confidential business references submitted by the reference, or requests for material samples, respectively, must be submitted to the address of the contact listed in the Issuer(s) tab on Comm-PASS in accordance with all of the Bid submission requirements including Bid Response Deadline, Bid Package and Environmental Response Submission Compliance provisions.

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 Strategic Sourcing Services Lead 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 SSST may need to contact the Bidder's contact person with clarification requests or for other reasons. The SSST and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the SSST 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 free 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

Bidders who activate a SmartBid account are required to provide a valid email address in order to receive notifications. Bidders responding to this RFR agree to:

1. alert the procurement manager by email if the email address used within the SmartBid account:
 - differs from the email address for public display in the Comm-PASS Contract record, if awarded
 - changes and must be updated within the publicly displayed Comm-PASS Contract record, if awarded
2. set the mail server and mailbox settings to treat email sent from the domains @comm-pass.com and @state.ma.us as "friendly" or "not SPAM."

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.

6.1.4 Costs

Costs which are not specifically identified in the Bidder's Response, and accepted by the SSST 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 Funds Transfer (EFT)

All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. 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>.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the "Authorization for Electronic Funds Payment Form" to the SSST for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. A link to the EFT application can be found on the Comptroller's VendorWeb site (see above link). 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.

6.1.6 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

OSD and the SSST 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 of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's 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 backup.

6.1.8 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SSST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person 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's 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 SSST 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 composed 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 Strategic Sourcing Services 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 SSST may select the Response(s) which demonstrates the best value overall, including proposed alternatives, which will achieve the goals of the procurement. The SSST 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 Comm-PASS SmartBid subscription

Contractors must maintain a free Comm-PASS SmartBid subscriber account managed by the Subscriber online at www.Comm-PASS.com. The subscription must be renewed annually for the duration of the Contract.

6.3.2 Commonwealth Tax Exemption

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

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

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

6.3.4 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, if mutually agreed upon by the contractor and the Eligible Entity.

6.3.5 Electronic Procurement Systems (eProcurement)

All Bidders responding to this RFR agree that, (1) 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 SSST to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace, and (2) upon notification by the SSST that a Statewide Contract awarded as a result of this RFR will be enabled through Comm-PASS with Quick Quote functionality, the bidders will restrict receipt of and response to requests for quote or purchase from all eligible public purchasers within the borders of Massachusetts through Comm-PASS SmartBid functionality.

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.

6.3.6 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.

6.3.7 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.

6.3.8 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 Commonwealth Contract Manager.

6.3.9 Pricing

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 Strategic Sourcing Services Lead (SSSL) 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 SSSL reserves the right to approve all price adjustments.

6.3.10 Publicity

Any Statewide Contractor awarded a contract 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 SSST.

6.3.11 Save Smart Program (\$ave \$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 Commonwealth 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.

6.3.12 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 SSST reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to eligible entities.

6.3.13 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.

6.3.14 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.

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

6.4.1 Commonwealth Standard Contract 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.

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 SSST. 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 his designee.

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).

6.4.2 Commonwealth Terms and Conditions

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

6.4.3 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 Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included 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.

6.4.4 Contractor Authorized Signatory Listing

Sign electronically as described above; **if notified of Contract award**, complete as directed below and 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.

6.4.5 Supplier Diversity Program Plan Forms

The specific Supplier Diversity Program (SDP) requirements for this procurement can be found earlier in this document.

6.4.5.1 SDP Plan Form #1 – SDP Plan Commitment

Download this form and complete as directed below; include with online submission. Ink signature is not required.

6.4.5.2 SDP Plan Form #2 – Declaration of SDP Partners

If awarded a contract, download this form, complete, and submit by the deadline specified in the Supplier Diversity Program (SDP) requirements for this procurement, located earlier in this document.

A certified Bidder may not list itself as being a Supplier Diversity Program Partner to its own company. This form is NOT the same as the SDO certification of the Bidder's company.

6.4.6 Additional Environmentally Preferable Products / Practices

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders must complete the Additional

Environmentally Preferable Products / Practices Form, part of the Bid Response Form, and submit it with their RFR Response.

6.4.7 **Prompt Payment Discount Form**

Download this form and complete as directed below; include with online submission. Ink signature is not required.

Pursuant to the Prompt Payment Discount terms set forth in the RFR Required Specifications for Statewide Contracts and on the Prompt Payment Discount Form itself, all Bidders must execute this form. After entering the "Bidder Name" and "Date of Offer for Prompt/Early Payment Discount", the Bidder must identify the prompt payment discount(s) terms by indicating the "Percentage Discount off of the Proposed Pricing" and the "Turn-around-time for Payments." In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder must document this fact and provide supporting information.

If awarded a contract, the final negotiated Prompt Pay Discounts should be reflected on the Commonwealth Standard Contract Form.

7 **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.

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

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 Contract Manager - See Strategic Sourcing Services Lead.

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both.

Contractor * - An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.

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

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

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

Environmentally Preferable Product (EPP) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

Evaluation – The process, conducted by the Strategic Sourcing Services Team, of reviewing, scoring and ranking the submitted bids/Responses related to this Solicitation.

FY – See Fiscal Year

Fiscal Year - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the "State Fiscal Year."

PMT – See Strategic Sourcing Services Team

Procurement Management Team – See Strategic Sourcing Services Team

Purchasing Entity – Same as "Eligible Entity."

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."

Solicitation – See "Request for Response."

Strategic Sourcing Services Lead (SSSL) - Strategic Sourcing Services Lead or Procurement Manager is the OSD's Commonwealth Contract Manager responsible for the Solicitation and resulting Statewide Contract. Formerly known as Procurement Team Leader (PTL).

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

SSSL – See Strategic Sourcing Services Lead (formerly PTL).

SSST – See Strategic Sourcing Services Team (formerly PMT).