CONTRACT AWARD SUPPLEMENT #7

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

**DESCRIPTION:** Custodial/Green Cleaners FAC85 Multi-State Cooperative

**FOR:**
- All Using State Agencies and Political Subdivisions

**TERM OF CONTRACT:**
- May 1, 2015 through March 15, 2022

<table>
<thead>
<tr>
<th>CHANGE TO IN STATE (NON-SB) CONTRACT VALUE</th>
<th>CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE</th>
<th>CHANGE TO OUT OF STATE CONTRACT VALUE</th>
<th>CHANGE TO TOTAL CONTRACT AWARD VALUE</th>
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**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**CONTRACTOR INFORMATION:**

**Company Name:** Next-Gen Supply Group, Inc.

**Company Address:** 11 Norfolk Street, Mansfield, MA 02048

**Tel. No.:** 781-986-6164  
**Tel. No.:** 877-452-6726  
**Tel. No.:** 781-961-1764

**Contact Person:** Andrea Glass

**Company E-mail Address and/or Company Web Site:** sales@nextgensupply.com

**Certification Type (SBE, MBE or None):** None

**Prompt Payment Terms:** 0% 00 Net 45

**PLEASE NOTE:**

M.D. Stetson Company, Inc. assigned its contractual right to Next-Gen Supply Group, Inc. which was assumed effective 1/1/2020.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: ________________________________________

(Original Signature on Document in Procurement Files)

Name: ROB ZALUCKI
CONTRACT AWARD SUPPLEMENT #6

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Custodial/Green Cleaners FAC85 Multi-State Cooperative

FOR: All Using State Agencies and Political Subdivisions

TERM OF CONTRACT: May 1, 2015 through March 15, 2022

AGENCY REQUISITION NUMBER: FAC85

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE
CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE
CHANGE TO OUT OF STATE CONTRACT VALUE
CHANGE TO TOTAL CONTRACT AWARD VALUE

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CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Company Name: M.D. Stetson Company, Inc.

Company Address: 92 York Avenue

Tel. No.: 781-986-6164

Tel. No.: 781-986-6164

Contact Person: Andrea Glass

Company E-mail Address and/or Company Web Site: andrea.glass@mdstetson.com mdstetson.com

Certification Type (SBE, MBE or None): None

Prompt Payment Terms: 0% 00 Net 45

PLEASE NOTE:

New pricing effective 5/1/2019.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: ____________________________

(Original Signature on Document in Procurement Files)

Name: ROB ZALUCKI
**CONTRACT AWARD SUPPLEMENT #5**

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

**DESCRIPTION:** Custodial/Green Cleaners FAC85 Multi-State Cooperative

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**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**CONTRACTOR INFORMATION:**


**Company Name:** M.D. Stetson Company, Inc.

**Company Address:** 92 York Avenue

**Tel. No.:** 781-986-6164  |  **Tel. No.:** 781-986-6164  |  **Tel. No.:** 781-986-6164

**Contact Person:** Andrea Glass

**Company E-mail Address and/or Company Web Site:** andrea.glass@mdsteton.com  |  mdstston.com

**Certification Type (SBE, MBE or None):** None

**Prompt Payment Terms:** 0% 00 Net 45

**PLEASE NOTE:**

This contract has been extended through March 15, 2022.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

By:  
(Original Signature on Document in Procurement Files)

**Name:** ROB ZALUCKI

**Title:** Contract Specialist

**Date:**
CONTRACT AWARD SUPPLEMENT #4

IMPORTANT: THIS IS NOT a PURCHASE ORDER. DO NOT PRODUCE OR SHIP without an AGENCY PURCHASE ORDER.

DESCRIPTION: Custodial/Green Cleaners FAC85 Multi-State Cooperative

FOR:
All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:
May 1, 2015 through April 15, 2019

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE

CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE

CHANGE TO OUT OF STATE CONTRACT VALUE

CHANGE TO TOTAL CONTRACT AWARD VALUE

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PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Company Name: M.D. Stetson Company, Inc.

Company Address: 92 York Avenue
Tel. No.: 781-986-6164

Contact Person: Andrea Glass
Company E-mail Address and/or Company Web Site: andrea.glass@mdstetson.com mdstetson.com

Certification Type (SBE, MBE or None): None
Prompt Payment Terms: 0% 00 Net 45

PLEASE NOTE:

There are no minimum order requirements for free shipping.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _______________________
(Original Signature on Document in Procurement Files)
Name: ROB ZALUCKI
CONTRACT AWARD SUPPLEMENT #3

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Custodial/Green Cleaners FAC85 Multi-State Cooperative

FOR:
All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:
May 1, 2015 through April 15, 2019

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE
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CONTRACTOR INFORMATION:


Company Name: M.D. Stetson Company, Inc.
Company Address: 92 York Avenue
Tel. No.: 781-986-6164 Tel. No.: 781-986-6164 Tel. No.: 781-986-6164
Contact Person: Andrea Glass
Company E-mail Address and/or Company Web Site: andrea.glASS@mdstetson.com mdstetson.com
Certification Type (SBE, MBE or None): None
Prompt Payment Terms: 0% 00 Net 45

PLEASE NOTE:

New pricing went into effect 5/1/2018.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: ________________________________
(Original Signature on Document in Procurement Files)
Name: ROB ZALUCKI
CONTRACT AWARD SUPPLEMENT #2

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Custodial/Green Cleaners FAC85 Multi-State Cooperative

FOR: All Using State Agencies and Political Subdivisions

TERM OF CONTRACT: May 1, 2015 through April 15, 2019

AGENCY REQUISITION NUMBER: FAC85

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE
CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE
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CONTRACTOR INFORMATION:

Company Name: M.D. Stetson Company, Inc.
Company Address: 92 York Avenue
Tel. No.: 781-986-6164
Contact Person: Andrea Glass
Company E-mail Address and/or Company Web Site: andrea.glass@mdstetson.com mdstetson.com
Certification Type (SBE, MBE or None): None
Prompt Payment Terms: 0% 00 Net 45

PLEASE NOTE:

This contract has been extended through 4/15/2019.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.
STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.: 14PSX0298
Contract Award Date: 1 May 2015
Proposal Due Date: SUPPLEMENT DATE: 1 June 2017

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Custodial/Green Cleaners FAC85 Multi-State Cooperative

FOR: All Using State Agencies and Political Subdivisions  TERM OF CONTRACT: 1 May 2015 through 15 April 2018

AGENCY REQUISITION NUMBER: FAC85

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE | CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE | CHANGE TO OUT OF STATE CONTRACT VALUE | CHANGE TO TOTAL CONTRACT AWARD VALUE
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CONTRACTOR INFORMATION:
Company Name: M.D. Stetson Company, Inc.
Company Address: 92 York Avenue
Tel. No.: 781-986-6164  Tel. No.: 781-986-6164  Tel. No.: 781-986-6164
Contact Person: Andrea Glass
Company E-mail Address and/or Company Web Site: andrea.gl@mdstetson.com mdstetson.com
Certification Type (SBE,MBE or None): None
Prompt Payment Terms: 0% 00 Net 45

PLEASE NOTE:
Effective 5/1/2017, prices have been updated.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED__________________________________
ROB ZALUCKI
Contract Specialist
(Original Signature on Document in Procurement Files)
**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
165 Capitol Avenue, 5th Floor South, Hartford CT 06106-1659

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**CONTRACT AWARD**

**CONTRACT AWARD NO.:**

14PSX0298

**Contract Award Date:**

1 May 2015

**Bid Due Date:**

9 January 2015

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**DESCRIPTION:**

**Cutodial/Green Cleaners FAC85 Multi-State Cooperative**

**FOR:**

All Using State Agencies and Political Subdivisions

**TERM OF CONTRACT:**

May 1, 2015 through April 15, 2018

**AGENCY REQUISITION NUMBER:**

FAC85

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**CONTRACTOR INFORMATION:**


**Company Name:** M.D. Stetson Company, Inc.

**Company Address:** 92 York Avenue

**Tel. No.:** 781-986-6164

**Contact Person:** Andrea Glass

**Company E-mail Address and/or Company Web Site:** andrea.glass@mdstetson.com  
mdstetson.com

**Certification Type (SBE, MBE or None):** None  
Agrees to Supply Political SubDivisions: Yes

**Prompt Payment Terms:** 0% 00 Net 45

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The signature below by the DAS Contract Specialist is evidence that the Contractor’s solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

---

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: _____________________  
(Original Signature on Document in Procurement Files)

**Name:** CAROL WILSON  
**Title:** Procurement Director  
**Date:**
PARTICIPATING ADDENDUM
[hereinafter "Addendum"]
CommBuys
(Custodial/Janitorial Green Supplies and Equipment)
Contract # FAC 85
Between
M.D. Stetson Company, Inc.
[hereinafter "Contractor"]
And
The State of Connecticut
[hereinafter "Participating State", “State” or "Participating" Entity (if not a state)]
State Contract Number: 14PSX0298

Scope: This Addendum covers the Custodial/Janitorial Green Supplies and Equipment. This is a multi-state cooperative Contract lead by the State of Massachusetts for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

Primary Contact: The primary Participating State contact individual for this participating addendum is as follows:

Name: Rob Zalucki
Participating Entity: State of Connecticut
Address: 165 Capitol Ave.
City, State: Hartford, CT 06106
Telephone: 860-713-5139
Fax: 860-622-2935
E-mail: robert.zalucki@ct.gov

Subcontractors: The following subcontractor(s) are authorized to perform services.
NONE

The parties agree that the following provisions (Participating Addendum) shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.

Definitions: The following definitions apply to this Participating Addendum
a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

b) Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to,
such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

c) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

d) Contract: 14PS0298 (FAC 85) and this participating addendum

e) Contractor: A person or entity who executes the Contract.

f) Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
**Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**Sovereign Immunity.** The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

**Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

**Campaign Contribution Restriction.** For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in “Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations,” attached to this Participating Addendum.

**Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with its respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor’s request, the Department shall provide a copy of these orders to the Contractor.

**Nondiscrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;

ii. "Contract" and “contract” include any extension or modification of the Contract or contract;

iii. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:
(1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical
disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual
orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
(d) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys’ and other professionals’ fees expended in pursuing a Claim against a third party.

(g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer’s payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership
interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

Audit and Inspection of Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State’s expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information,
and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors’ costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor’s or Contractor Party’s obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Rebate Program

Contractor shall provide a quarterly 2% cash rebate to the State (the “Rebate”) in exchange for a sole award. The Rebate is based on actual quarterly payment amounts made by the State and all other Connecticut based using entities to the Contractor.

The Rebate will be calculated by the Contractor and presented to the State at the close of each quarter (fiscal year ends June 30th) and will include the State’s and all Connecticut based using entities payments of invoices in accordance with the terms of the Contract for the applicable quarter.

Contractor shall distribute the Rebate to the State 45 days following the Contractor’s calculation of Rebate amounts due. The Rebate payment checks will be made payable to Treasurer, State of Connecticut and mailed to the Primary contact listed on this participating Addendum.

Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the State of Massachusetts and M.D. Stetson Company, Inc. and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.
This Addendum and the associated Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: Contractor:

By: _________________________________  By: _________________________________
Name: Carol Wilson                  Name: Michael Glass
Title: Director of Procurement       Title: President
Date: _______________________________        Date: _______________________________
Request for Response (RFR)

Document Title: Environmentally Preferable Cleaning Products, Programs, Equipment and Supplies

Agency Document Number: FAC85

COMMBUYs Bid#: BD-15-1080-OSD01-OSD10-0000002206

November 7, 2014

AMENDED 11/28/14

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

1.1 Procurement Scope and Description

As part of the Commonwealth of Massachusetts’ program to purchase environmentally preferable products (EPPs) to comply with Executive Order 515 and to address the environmental and health concerns associated with many cleaning products, the Operational Services Division and the FAC85 Strategic Sourcing Team (SSST) are soliciting Bidders for the acquisition of green cleaning products, equipment and supplies as part of a comprehensive program designed to implement and manage green cleaning practices throughout the Commonwealth. A properly designed green cleaning program shall involve the use of chemicals that are certified to be safer for product users and the general public and have reduced impact on the environment. In addition, it shall involve portion-controlled dispensers (wherever possible), ergonomically designed and energy efficient equipment, and include a combination of chemical certification and monitoring, good sanitation practices, training and education of both employees and customers, and the incorporation of sound solid waste management.

Bidders may submit a response for some or all product categories. The Attachment A: FAC85 Mandatory Specifications and Desirable Criteria reviews what is required in each category. Some of the categories require bidder to submit a full line of items to be responsive; some allow bidders to offer partial products to be responsive. It is highly desirable for Categories 1-4 to be bid together. The categories include:

- **Category 1** General Purpose Cleaners
- **Category 2** Other Floor Maintenance Chemicals
- **Category 3** Disinfectants and Sanitizers
- **Category 4** Specialty Cleaners
- **Category 5** Powered Janitorial Equipment & Service
- **Category 6** General Cleaning Supplies, Equipment, and Service
- **Category 7** Hand Soaps, Hand Sanitizers, and Personal Care Products
- **Category 8** De-Icing and Snowmelt Products
- **Category 9** Waste/Recycling/Composting Liners
- **Category 10** Disposable Janitorial Paper Products
- **Category 11** Entryway and Other Matting Systems
- **Category 12** Microfiber Cleaning Service

The products (chemicals, equipment and supplies) to be provided under this contract are outlined as Product Categories and Subcategories in Section 3.2.1 below. All environmental and performance standards and specifications, which all products are required to meet at a minimum in order to be awarded under this contract, can be found in Attachment A: FAC85 Mandatory Specifications and Desirable Criteria.
Bidders in Categories 1-5 will also be required to have expertise in assisting customers with the implementation of a green cleaning program, as indicated in Attachment C: FAC85 Green Cleaning Program Support Form.

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 below. 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.

1.2 Background information
The purpose of this procurement is to replace the existing FAC59: Green Cleaning Products, Programs, Equipment and Supplies state wide contract. This procurement is also being conducted as a cooperative procurement involving the states of Connecticut, New York, Rhode Island, and Vermont, in cooperation with the lead state of Massachusetts. Massachusetts reserves the right to add additional states as needed and to give the awarded contractors the option to serve them. If bidders do elect to provide such items, the pricing shall remain firm as bid, or may decrease based upon anticipated increased volume. The intent is to aggregate the purchasing of these states to obtain competitive pricing and the best value for all states involved.

At a minimum, bidders will be required to provide the products and services sought under this contract in Massachusetts and one of the other participating states and maintain the same pricing for all states. Bidders may offer to provide coverage in more than two states, as long as the same pricing is maintained for all states bid. While designated states are committed to participating in this procurement, each does reserve the right to make no awards if it is determined that such awards are not in the best interest of their state. Participating states also reserve the right to make additional awards if it is determined to be in the best interest of their state. Bidders should be advised that the discounts submitted in their response to this RFR shall remain firm for the term in the event any participating state elects not to award a contract.

1.3 Cooperative Purchasing
OSD is proceeding with a permissive cooperative solicitation for Massachusetts, Connecticut, New York, Rhode Island and Vermont, and other possible participants. As part of this solicitation, OSD has incorporated requirements which are intended to assist in tracking spend, savings, small business or state-specific requirements in order to effectively communicate these results. The goal is to provide increased focus on financial accountability and transparency.

Through this solicitation, OSD will have the opportunity to reach an audience of Eligible Entities that seek not only price, best value performance and green products there will also be sustainable attributes which will promote reasonable ordering practices.

Use of cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Other entities electing to enter into an agreement with the Contractor for the Goods may negotiate their own state specific terms and conditions through use of a Participating Addendum. Please refer to Appendix 8: Participating States Addendum.
1.4 Business Objectives

1.4.1 Pricing
One of the most important goals of this solicitation is for the participants to leverage their consolidated volume to achieve hard dollar cost savings. OSD is confident that the successful Bidders will propose highly aggressive discounts in order to win this business opportunity. OSD expects the Bidders to negotiate competitive pricing from their suppliers and manufacturers on behalf of the Commonwealth of Massachusetts and all participants.

1.4.2 Coverage
Consistent with the aforementioned goal of volume consolidation, OSD intends to establish contracts with a limited number of contractors at the end of this solicitation process.

1.4.3 Performance
In addition to competitive pricing, it is equally important for OSD to have contracts with vendors who can provide exemplary performance and service. The vendors should appreciate the fact that any non-performance or under-performance on its part may cost the participants real dollars. To address this issue, each Bidder must provide as part of its bid contingency plans to maintain service level expectations.

1.4.4 Continuous Improvement
The Commonwealth of Massachusetts and other partnering states believe that a partnering approach to service delivery is extremely important. Through a partnering approach, the parties will be able to identify multiple improvement opportunities that will be beneficial to all participants and the vendors. The contractors will be expected to proactively work with OSD during the term of the contract to identify such opportunities. Consistent with this expectation, the contractors will be expected to provide detailed usage reports to OSD and participating states on a quarterly basis. This usage data will be analyzed as part of a quarterly business review process to evaluate performance, set future targets, and identify improvement opportunities.

1.5 Applicable Procurement Law
This Bid is issued under MGL c. 7, § 22; c. 30, § 51, § 52; and 801 CMR 21.00 (Goods and Services)

1.6 Required Standards and Specifications
For purposes of this RFR, the minimum standards established for the performance of environmentally preferable cleaning products are found in Attachment A: FAC85 Mandatory Specifications and Desirable Criteria.

Many of these standards require vendors to document that products are certified to the most recent version of standards developed by the following organizations:

- Green Seal: www.greenseal.org
- UL EcoLogo: www.ul.com

GreenSeal and UL EcoLogo are independent, third party organizations that strive to achieve a healthier and cleaner environment by identifying, certifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Both of these multi-attribute product certifications are based on state-of-the-art science and information using internationally recognized standard development methods and verification procedures.
In addition, standards for some categories such as specialty cleaners and disinfectants were developed by the Toxics Reduction Task Force. These standards can be viewed on the Toxics Reduction Task Force webpage at http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/epp-procurement-prog/toxics-reduction-task-force.html. The specifications allow certain categories to also be recognized by the US EPA’s Design for the Environment Program (DfE): www.epa.gov/DfE. All standards are described in Attachment A: FAC85 Mandatory Specifications and Desirable Criteria.

Because of the breadth of products in this solicitation, other specifications are required depending on the Category, such as recycled content, energy star rating, Carpet and Rug Institute Certification, PVC Free, to name a few. All required specifications are outlined in Attachment A: FAC85 Mandatory Specifications and Desirable Criteria.

1.7 Number of awards
The SSST intends to make 10 or more awards with a goal of providing Massachusetts and as well as all participating states contiguous to Massachusetts with a minimum of two (2) contractors, unless the SSSL determines that additional contractors are necessary to provide sufficient services to the Commonwealth and contiguous states.

Bidder responses will be evaluated to achieve the most competitive pricing and best overall value for the participating states in which they bid. The states have a strong preference for bidders that can offer multiple categories, and that bid Categories 1-4 together. In addition, vendors who offer particularly competitive products in certain category will be considered. The SSST will seek to offer products within a Competitive Range. The Competitive Range is the two (2) highest ranked Bidders for each participating State based on a price evaluation across all product categories combined with points for desirable criteria. The SSST reserves the right to increase the number of Bidders in the Competitive Range if the SSST evaluation establishes a natural break in the scores of the Bidder(s) indicating that a number of Bidder(s) greater than the initial Competitive Range are closely competitive.

It is intention of SSST to award to Bidders that are within the Competitive Range across all product categories. However, offers for individual product categories may be awarded if the SSST determines that the pricing is competitive for that category and the bidder offers products that the SSST considers unique and valuable to the participating states.

1.8 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 Bid but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Bid may be reopened to obtain additional Quotes.

The SSST also reserves the right to suspend the review of additional submissions for specific regions or close the Bid for new Quotes entirely if it deems that the number of Contractors awarded at that point adequately meets the needs of eligible entities. If, subsequent to such a decision, the SSST determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Bid may be reopened to obtain additional Quotes.

1.9 Eligible Entities
Any Contract resulting from this Bid will be open for use by the following types of entities in
participating states:
1. Cities, towns, districts, counties and other political subdivisions;
2. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies;
4. Local public libraries, public school districts and charter schools;
5. Public hospitals owned by the Commonwealth;
6. Public institutions of higher education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other states and territories with no prior approval by the State Purchasing Agent; and
10. Other entities when designated in writing by the State Purchasing Agent.
11. Statewide Contracted Janitorial Services contractors.

Each eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Contract. Contractors will be responsible for marketing their goods and/or services to Commonwealth Agencies and other eligible entities.

1.10 Acquisition Method(s)
The acquisition method to acquire goods and/or services from this Bid are outright purchase, rental, and fee for service.

1.11 Contract Duration
The initial term of this Contract is 3 year(s). In addition, this Contract has 4 options to renew of up to 1 year each with a maximum Contract term of 7 years (including the initial term and all possible renewal options).

1.12 Performance and payment time frames which exceed Contract duration
All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 1 year beyond the final termination date of this Statewide Contract. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

1.13 Estimated Value of the Contract
The estimated value of purchase(s) resulting from this Bid is $38,200,000. The Commonwealth and other participating states make no guarantee that any commodities or services will be purchased from any Contract resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

1.13.1 Basis for estimate dollar value for this Statewide Contract (including options to renew)
The estimates provided below are based on the best historical information available at the time of the bid posting. Cleaning products and supplies are currently purchased through multiple contracts, often rendering them somewhat difficult to track and record. This Estimated Value was derived by reviewing Contractor sales for FY 2013. 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

<table>
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<tr>
<th>State</th>
<th>FAC59 FY 2013 Spend</th>
<th>Estimated Full Contract Term (assuming 3 years with (42) 1 year extensions)</th>
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<tr>
<td>Massachusetts</td>
<td>$5,300,000</td>
<td>$26,900,000/37,100,000</td>
</tr>
<tr>
<td>New York*</td>
<td>$1,500,000</td>
<td>$7,500,000/10,500,000</td>
</tr>
<tr>
<td>Connecticut</td>
<td>$800,000</td>
<td>$4,000,000/5,600,000</td>
</tr>
<tr>
<td>New Hampshire</td>
<td>$6,500</td>
<td>$32,500/45,000 (unconfirmed participant)</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>No data available</td>
<td></td>
</tr>
<tr>
<td>Vermont</td>
<td>$32,000</td>
<td>$160,000/224,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$7,600,000</td>
<td>$38,200,000/53,469,000</td>
</tr>
</tbody>
</table>

*FOR NEW YORK: All primary and secondary schools in NYS are required by statute to purchase green cleaning products and all agencies and authorities are required to do the same pursuant to Executive Order No. 4. Estimating the amount NYS might spend on a new statewide centralized green cleaning contract has proven to be a challenge because green cleaning and janitorial paper products are currently available from several sources and purchases can be difficult to track. NY Preferred Sources offer a range of green cleaning products some of which are also available on existing statewide centralized contracts, such as the Industrial Supplies contract. Of note, NY State Finance Law, (Section 162) requires state agencies, public authorities, commissions, public benefit corporations or political subdivisions (including schools) to purchase first from a Preferred Source when the products offered meet the purchaser’s form, function and utility requirements and second from statewide contracts.

Records indicating that NYS agencies and other authorized purchasers are spending at least $7 million annually on green cleaning products and $5.7 million annually on 100% recycled janitorial paper products. Historically, only $1.5 million of this total was purchased from the FAC59 contract. There is, however, the potential for significantly increased sales under this new contract due to the following:

- NYS intends to significantly increase outreach and education efforts in an attempt to make all NYS Purchasers, including schools, more aware of green products being offered under this contract and by Preferred Sources.
- NYS is allowing the purchase of equipment off this contract, which was previously excluded.
- New product categories have been added to this contract, including emerging and innovative technology and outdoor cleaning.
- The existing State centralized contracts for janitorial paper are due to expire and could be replaced by this contract.

Other Northeast states may also decide to use this contract.
1.14 Contractor Feedback/Input

The SSST makes no commitment to make changes, but the Team welcomes input to the bid regarding 1) Changes that would result in cost savings, 2) Barriers to bidding, 3) Changes that would facilitate bidder response. No official responses will be given to Input/Feedback provided.

2 ESTIMATED PROCUREMENT CALENDAR

<table>
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<th>DATE</th>
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</thead>
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<tr>
<td>Announcement of Intent to Procure</td>
<td>9/5/2014</td>
</tr>
<tr>
<td>Bid Release Date</td>
<td>11/7/2014</td>
</tr>
<tr>
<td>Pre Bid Conference</td>
<td>11/19/2014, 10:00 – 11:30</td>
</tr>
<tr>
<td>Deadline for submission of written questions through COMMBUYS “Bid Q&amp;A”</td>
<td>11/21/2014 at 4:00 p.m.</td>
</tr>
<tr>
<td>Official answers for Bid Q&amp;A published (Estimated)</td>
<td>12/01/2014</td>
</tr>
<tr>
<td>Contractor Input/Feedback</td>
<td>12/2/2014</td>
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</tbody>
</table>
| Training for Online Submission: “Locate and Respond to COMMBUYS Bids, Instructor-Led” | Date and Time: 12/10/2014, 9:30 am – 12:00 pm  
  Location: Operational Services Division  
  One Ashburton Place, Room 1017  
  Boston, MA 02108  
  Limited seating – reserve your seat now at:  
  Go to www.eventbrite.com and search for “Locate and respond to a COMMBUYS bid”  
  https://www.eventbrite.com/e/locate-and-respond-to-commbuys-bids  |
| Bid Amendment Deadline. Online Quote submission begins. Bid documents may be amended prior to this date. | 12/8/14                     |
| Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS) | 1/9/2015 at 5:00 p.m. |
Notification of Apparent Successful Bidder(s) (Estimated)  2/6/2015

Completion of Online Catalogs (Estimated)  2/26/15

Estimated Contract Start Date  3/1/2015

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

2.1 Written questions via the Bid Q&A on COMMBUYS

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the SSST regarding this Bid. All Bidders’ questions must be submitted through the Bid Q&A found on COMMBUYS (See “Locating Bid Q&A,” below). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify that the questions entered into the Bid Q&A are recorded in COMMBUYS and appear on the Bid Q&A page.

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 Bid.

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

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder’s contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder’s/awarded Contractor’s designated email address is not current, or if technical problems, including those with the prospective Bidder’s/awarded Contractor’s computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering.
2.2 Locating Bid Q&A
Log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The “Bid Q&A” button allows Bidders access to the Bid Q&A page.

2.3 Pre Bid Conference
The Pre Bid Conference is the physical, web or telephone conference conducted by the SSST for the purpose of informing prospective Bidders about general Bid information and answering questions from prospective Bidders. All prospective Bidders are strongly encouraged to attend. Please refer to the Pre Bid Conference section of the Header Information for this Bid in COMMBUYS for any updated information, including the location, time and date of the Bidders’ Conference.

2.4 Debriefing
The SSST will conduct debriefings for unsuccessful Bidders, if requested within 14 calendar days of the resulting Master Blanket Purchase Order being posted on COMMBUYS. The SSST will provide debriefing guidelines in advance of each debriefing.

3 QUALIFICATIONS AND SPECIFICATIONS
This section contains bidder qualifications and product and service specifications that apply to all contract categories. Additional required terms and details appear in the Appendices to this RFR.

3.1 Bidder Qualifications
All Bidders must meet the following requirements and submit proof with response.

3.1.1 Company Information/Experience

3.1.1.1 Years in business
All Bidders must have been in business for at least three (3) years prior to the close date of this solicitation. The SSSL may consider Bidders that have been in business for less than three (3) if the key personnel (as defined in section 3.1.1.7 below) of the company have three (3) or more years of relevant experience as described in the scope of this procurement, Section 1.1. To qualify for this exception, Bidders must submit key personnel resumes showing relevant business experience. The SSSL has final authority in determining whether the presented experience is sufficient.

3.1.1.2 Service Capability/Applicable States
Bidders must be able to provide products and services to the Commonwealth of Massachusetts and, at a minimum, one other contiguous state; Connecticut, New York, Rhode Island, or Vermont. Preference will be given to bidders that provide statewide coverage. Bidders may elect (but are not required) to provide coverage in more than one additional participating state. Bidders must be able to service a facility of any size, from individual buildings of various sizes to entire campuses with multiple buildings. Bidders must provide description of their service and delivery areas in Attachment B: FAC85 Bidder Response Form. Bidders in Categories 1-5 must be able to develop all necessary documentation associated with a Green Cleaning Implementation and Management Program as described in this RFR.

3.1.1.3 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.

3.1.1.3.1 One bidder (the lead Bidder/Contractor) must submit a response on behalf of the partnership and serve as a guarantor that the partnership as a whole and partner separately will meet all relevant requirements of the RFR.

3.1.1.3.2 The response submitted on behalf of the partnership must make it clear which of the program components will be provided by the lead Bidder and which ones by the partners. The response must demonstrate that the requirements of the RFR will be met by all partners.

3.1.1.3.3 All products, services, prices and other items submitted in the response will be valid for all partners. Separate prices for different partners will not be accepted.

3.1.1.3.4 All financial transactions under the contract must go through the lead Contractor and not through any of the partners. Partners may perform marketing, sales, training and other services; however, all payments under this contract must be directed to the lead Contractor.

3.1.1.3.5 The lead Contractor will bear responsibility for any contract non-compliance issues by the partnership as a whole or by any partner separately.

3.1.1.3.6 Partners must be approved and may be removed from the contract by the SSSL’s discretion.

3.1.1.4 Insurance
All Contractors must maintain appropriate levels of insurance as determined by the SSSL. This includes Liability [General, Auto], Property, Personal Injury, and Worker’s Compensation. Bidder must submit a Certificate of Insurance and also use Attachment B: FAC85 Bidder Response Form to provide other evidence of compliance with this requirement. The SSSL reserves the right to require specific insurance levels for one or more categories of this contract. The SSSL will be the final decision-making body for making the above-mentioned determination. It is mandatory that Bidders maintain Commercial Liability Insurance [General and Auto] or equivalent corporate guarantee for accidents and other emergencies, with limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate; Bidders must also maintain Property Insurance, Personal Injury Insurance, and Workers Compensation, as well as any other insurance required by applicable laws.

3.1.1.5 References and Reference Information and/or Requirements
It is desirable that Bidders have successfully held contracts of a similar type and magnitude and have a history of good performance. The SSSL will contact references. Such references shall be for services provided within the past twenty four months and which exceeded $5,000 annually per reference. The SSSL reserves the right to consider historic information and fact, whether gleaned from the bidder’s response or any other source, in the evaluation process. References should be provided in Attachment B: FAC85 Bidder Response Form.
3.1.1.6 Staff Qualifications
All personnel of the awarded contractors in Categories 1-4 should be trained in the proper handling of chemicals, proper use and maintenance of cleaning equipment, and proper cleaning procedures. Such personnel are required to be familiar and experienced in providing guidance to customers on product use, standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment. Contractor's personnel should also be able to provide standard safety training in multiple languages and technical support where needed, including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by agency or department custodial staff and related personnel. Contractor's personnel shall also work with any contractor hired by the facility to ensure that the uses of specialty items and/or new technologies are properly integrated into the Green Cleaning Management Program.

All personnel of awarded contractors for Category 5: Powered Janitorial Equipment or technology should be trained in the proper use and maintenance of the cleaning equipment or technology for which they are awarded and have knowledge and expertise in the handling and use of any cleaning chemicals use in the operation of the equipment or technology. Such personnel are required to be familiar and experienced in providing guidance to customers on product use, standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment (if applicable). Contractor’s personnel should also be able to provide standard safety training in multiple languages and technical support where needed, including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by agency or department custodial staff and related personnel. Finally, the awarded contractor agrees that such personnel will be trained to work in partnership with the primary contractor supplying the green cleaning chemicals and Management Program so that the equipment or technology is properly integrated into the overall green cleaning practices.

3.1.1.7 Key Personnel
Bidder must identify Key Persons who will be responsible for this contract, including their resumes of background, experience, and expertise related to the contract. Bidders shall identify its Key Persons who will perform the services in the respective state offices. Each of bidder's key personnel working on this contract must have at least one year of experience in providing services related to cleaning products, equipment or supplies contract.

Bidder must submit a listing of each person that will be dedicated to account management along with the key executive personnel that will be supporting the program.

Bidder is encouraged to provide a toll free telephone number and a listing of the following personnel, along with their years of industry experience and years of employment with bidder’s organization, who will be supporting each state contract and transactions within each State:
3.1.1.7.1 Department of Correction Rules and Regulations
All bidders wishing to provide services to the Commonwealth’s Department of Correction must agree to abide by the rules and regulations referenced in Appendix 6: Department of Corrections Requirements.

3.1.1.8 Financial information

3.1.1.8.1 Gross Annual Revenue for Most Recently Completed Fiscal Year
Bidders should state their total annual gross revenue for each of the last three (3) calendar years: 2011, 2012, and 2013 in Attachment B: FAC85 Bidder Response Form.

3.1.1.8.2 Adverse Conditions
Litigation, Penalties, Pending Actions, Enforcement Actions, or Bankruptcy: The bidder shall submit a description of any and all investigations, indictments or pending litigation by any federal, state or local jurisdiction relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related company. A list of all criminal convictions within the last five years relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity. A list of all civil penalties, judgments, consent decrees and other sanctions within the last five years, as a result of any violation of any law, rule, regulation or ordinance in connection with its business activities relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity. A list of all actions occurring within the last five years which have resulted in revocation or suspension of any permit or authority to do business in any jurisdiction relating to the submitting entity, any officer, director, partner or member thereof, any affiliate or any related entity. A list of all actions occurring within the last five years that have resulted in the barring from public bidding relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity. A list of all pending actions and enforcement actions, including OSHA violations. A list of all bankruptcy and other similar proceedings within the past five years relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity.

Defaults: The bidder shall provide a description, in detail, of any situation in which the bidder’s firm (either alone or as part of a joint venture), or a subsidiary of the bidder’s firm, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the situation, its outcome and all other relevant facts associated with the event described. Please also provide the name, title and telephone number of the principal manager of the contract user who asserted the event of default or noncompliance.

Other Adverse Situations: The bidder shall provide a description of any present facts known to the bidder that might reasonably be expected to affect
adversely either its ability to perform any aspect of the agreement or the viability of any affiliated entity that might reasonably be expected to supply financial support.

3.2 Commodity Specifications

All commodity specifications for all categories identified within this RFR is available as an attachment on COMMBUYS www.commbuys.com in Attachment A: FAC85 Mandatory Specifications and Desirable Criteria. The Categories listed reflects those products most often purchased by Commonwealth entities and it includes a number of “mandatory” products (that Bidders are required to provide) and a list of “desirable” products (from which Bidders are asked to supply as many as possible). This ensures that contract customers have the ability and convenience of purchasing multiple cleaning items from one supplier in order to reduce administrative costs and the number of deliveries, in addition to working toward establishing a strong contractor/customer relationship focused on providing assistance in the transition to green products and practices and implementing a green cleaning management program.

In order for a Bidder’s products to be considered for a contract award, they must comply with the specifications indicated in Attachment A: FAC85 Mandatory Specifications and Desirable Criteria. If there are items that bidders cannot provide at time of award, they will be required to partner with subcontractors within the first three months of the contract to ensure that these products are included in their total product offering.

It is also desirable that Bidders be able to provide products from more than one manufacturer and as many products as possible that are listed as “desirable.” Bidders may consider partnering with a subcontractor where needed to provide the broad range of products requested.

The SSSL reserves the right to add other products during the contract term that may meet the specifications of the RFR if such products represent the best interest of the Commonwealth and the participating states.

3.2.1 Category Descriptions

The Commonwealth is seeking bids in the following categories. The Commonwealth reserves the right to make multiple awards, or to award in whole or in part (by category) if deemed to be in the best interest of the State.

Bidders’ products must meet or exceed all Mandatory Specifications in the category(ies) to which the bidders are responding. Bidders must also meet any mandatory Bidder and Contract requirements and must submit all information required by this RFR. Bidders approved to sell products under this contract may also offer additional optional products or services at the time of the RFR response for review by the SSST. However, the SSST reserves the right to accept or reject any of these optional items based on their appropriateness for this contract, compliance with the relevant RFR requirements and other factors.

Bidders must offer a full line of items for each category they are bidding on, except for Categories 5 and 6, where bidders are able to bid on subcategories. It is highly desirable for Categories 1-4 to be bid together. For a full listing of the specifications see Attachment A: FAC85 Mandatory Specifications and Desirable Criteria.
<table>
<thead>
<tr>
<th>Category</th>
<th>Category Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Purpose Cleaners (concentrates, and limited ready-to-use)</td>
<td>A. Concentrated Bathroom Cleaners, Non-disinfecting and Non-sanitizing Only (including concentrated restroom cleaners, tub and tile cleaners, grout cleaners and whiteners, descalers, mold and mildew cleaners, and toilet/urinal cleaners, etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Concentrated Carpet, Rug and Upholstery Cleaners (including concentrated pre-spray, spot and stain removers, carpet shampoos and bonnet cleaners, etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Concentrated Degreasers (including concentrated cleaner-degreasers, grease trap cleaners, etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D. Concentrated Floor Cleaners (including concentrated neutral floor cleaners, dust and damp mop cleaners, etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E. Concentrated General Purpose Cleaners (including also all-purpose and multi-purpose cleaners, peroxide-based cleaners, etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>F. Concentrated Glass Cleaners (including also window, mirror and computer screen cleaners)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>G. Concentrated Enzymatic Restroom Cleaners</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H. Ready-To-Use General-Purpose and Glass Cleaner</td>
</tr>
<tr>
<td>2</td>
<td>Floor Care Products (concentrates and ready-to-use)</td>
<td>Floor Polishes, Finishes and Waxes; floor strippers/removers; and floor polish restorers and maintainers.</td>
</tr>
<tr>
<td>3</td>
<td>Disinfectants/Sanitizers (concentrates and ready-to-use)</td>
<td>Antimicrobial Mold and Mildew Remediation Products and Other Types of Disinfectants As Well as Food-Contact and Non-Food-Contact surface sanitizers. This category excludes hand sanitizers, antimicrobial hand soaps.</td>
</tr>
<tr>
<td>4</td>
<td>Specialty Cleaners (ready-to-use)</td>
<td>Non-antimicrobial abrasive powdered cleaners; air conditioner coil cleaners; appliance cleaners; bathroom cleaners; boat and bilge cleaners; calcium, lime and rust removers/descalers; carpet spot and stain removers; cleaning wipes; coffee maker cleaners; cream cleaners; deck and fence cleaners; deodorizers; dish washing / ware washing detergents and rinse aids (hand, automatic in liquid, gel or powder form); drain cleaners; enzymatic cleaners; furniture cleaners/polishes; graffiti removers; gum and adhesive removers; laundry fabric softeners, anti-</td>
</tr>
<tr>
<td>5</td>
<td>Powered Janitorial Equipment</td>
<td>Battery-, propane- and/or electrical-powered equipment: vacuum cleaners, carpet extractors, carpet spotters, auto floor scrubbers, floor burnishers, (propane- and non-propane-fueled), floor sweepers, tile cleaning machines, air movers, power washers, steam cleaners, window washing machines, hand dryers, etc. This category also includes related accessories necessary to operate and maintain powered equipment purchased on this Contract. Accessories include, but are not limited to, vacuum cleaner bags, toolkits, filters, hoses, belts, floor pads, polishing stones, microfiber cleaning equipment such as small washers, etc. It also includes any service fees.</td>
</tr>
<tr>
<td>6</td>
<td>General Cleaning Supplies, Equipment and Service</td>
<td>A wide variety of general janitorial supplies such as absorbents; brooms; mops; brushes; dust rags and other cleaning cloths; trash, recycling and composting containers; gloves; sponges and scrub pads; spray bottles; rechargeable batteries and battery chargers; and janitorial carts. It also includes any related service fees.</td>
</tr>
<tr>
<td>7</td>
<td>Hand Soaps, Hand Sanitizers, and Personal Care Products (concentrated and ready-to-use)</td>
<td>Non-antimicrobial hand soaps, hair shampoos, and body washes, as well as hand sanitizers (liquids, gels and wipes) and related dispensers.</td>
</tr>
<tr>
<td>8</td>
<td>De-Icing and Snowmelt Products</td>
<td>De-icers, other snowmelt products (both liquids and solids).</td>
</tr>
<tr>
<td>9</td>
<td>Waste/ Recycling/ Composting Liners</td>
<td>Disposable plastic and paper can liners used primarily for janitorial applications in institutional settings, including trash, recycling, yard waste composting, and medical waste bags. It also includes compostable bio-plastic bags designed to collect food and/or yard waste for composting.</td>
</tr>
<tr>
<td>10</td>
<td>Disposable Janitorial Paper Products</td>
<td>Toilet paper, paper towels, toilet seat covers, facial tissues, table napkins, paper wipers, and feminine hygiene products as well as related dispensing equipment.</td>
</tr>
<tr>
<td>11</td>
<td>Entryway and Other Matting Systems</td>
<td>Entryway and other floor matting systems for indoor and outdoor use excluding chair mats.</td>
</tr>
</tbody>
</table>
Microfiber Washing Service

This category includes full-service washing programs for microfiber cloths, pile and mop pads.

Please be advised in the event of an award contractors are authorized to provide only those items and/or quantities covered by the Contract. Awarded contractors are not allowed to provide any products that are not listed in their approved catalog. Violation of this term may result in the Contractors being subject to suspension for a period of time, or Contract termination.

3.2.2 Commodities that are Required for the Contract Award

Items provided by the Awarded contractor must be in accordance with those contained in their Contract award, and comply with all environmental and performance standards and specifications which are listed in Attachment A: FAC85 Mandatory Specifications and Desirable Criteria. Bidders in Categories 1-5 will also be required to have expertise in assisting customers with the implementation of a green cleaning program, as indicated in Attachment C: FAC85 Green Cleaning Program Support Form.

3.2.3 Brand Name or Equal

Unless otherwise specified in this Bid, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Bid to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

3.2.4 Dispensing Equipment

Bidder is strongly encouraged to provide closed-loop dispensing equipment options that do not require batteries that reduce worker exposure to chemicals and that facilitate accurate dilution of cleaners for each concentrated cleaning product offered on this Price Agreement. Bidder must describe (and list) the dispensing system options available for cleaning and maintenance products, hand soaps and shampoos, janitorial paper products, and other products offered on this contract. Bidder must provide all dispensers at no cost to the eligible entity.

3.2.4.1 Bidder must identify in Attachment B: Bidder Response Form any agreements between themselves and manufacturers they do business with that would impose penalties for selling products to entities who can purchase off of this contract, including, but not limited to, janitorial paper dispensers. If it is determined by the SSST that these agreements consistently inhibit eligible entities from purchasing products on this contract, the SSSL may choose to identify other contractors that do not have these agreements to provide service on this contract.

3.2.4.2 Vendor may assess fees for dispensers when retrofitting large installations, only if presented in writing to, and approved by, the SSSL.

3.2.5 Product Prohibitions

OSD requires the right to prohibit products from this contract due to environmental, health and performance concerns.

3.2.6 MSDS’s and Product Samples

If requested by OSD, Bidder must provide an MSDS and/or product sample during the evaluation period.
3.2.7 Maintenance and Warranties

3.2.7.1 Equipment Maintenance and Warranties

3.2.7.1.1 Maintenance:
For equipment that requires Service and Maintenance, Bidder must provide a breakdown of the types of service and maintenance available and whether they provide onsite maintenance for equipment (for both large and small equipment) in Attachment B: FAC85 Bidder Response Form.

3.2.7.1.2 Warranty:
For all equipment offered, Bidder must provide the maximum manufacturer’s warranty available. Should any differences be found between the Bidder's warranty and the terms of the RFR, the terms of the RFR shall prevail bidder must provide a breakdown of the types of warranty available in Attachment B: FAC85 Bidder Response Form.

- Any products or equipment offered in a contract resulting from this RFR must carry the original manufacturer warranty if one exists.
- Additional warranty options, including special warranties and extended warranties, must be addressed in narrative form in the response submission.
- It is desirable that extended warranties be offered at no additional cost.

3.2.7.1.3 Repair Payment:
Proposer must be willing to stop any repair exceeding a pre-determined cost limit and understand that payment will not be authorized without prior approval from the Authorized Buyer.

3.2.7.1.4 Desirable Repair Add-Ons:
Bidder should indicate if repairs are made or supervised by individuals who retain at least one current nationally recognized certification, or certified by the manufacturer to perform warranty work.

3.2.8 Operating Manuals
All operating manuals must be provided at the time of sale either electronically or hard copy for buyer.

3.2.9 Product Evaluations and Samples
OSD reserves the right to request samples for evaluation and testing. All samples shall become property of OSD. Such samples must be furnished free of charge.

3.2.10 Open Box, Remanufactured and Refurbished Equipment & Supplies Provisions
Remanufactured or Reconditioned is defined as products or equipment partially or fully manufactured from existing product materials where such materials are cleaned and repaired to the extent possible and reused in the new product or equipment in accordance with the original manufacturer’s specifications. All unusable parts are to be removed and replaced with new or remanufactured parts, which meet OEM standards and any governing standards/regulations.

3.2.11 Ongoing Certification
The Contractor must agree to supply proof of annual environmental certification for its products, if requested by OSD. Failure to do so may result in the rejection of the product item that lacks current certification.
3.3  Service Specifications

3.3.1  Availability guarantees of products, service, parts, accessories and supplies
Bidders who enter into this contract agree to offer the items in their catalog under the terms and conditions set forth in the contract, and to the eligible entities outlined in the contract. All products, service, parts, accessories and supplies must be available for at least two years after the sale date of any equipment.

3.3.2  Pricing for Repairs
Pricing for repairs shall be on a time and materials basis, unless otherwise noted in the catalog.

3.3.3  Rental and Leasing
Eligible Entities may negotiate with the awarded contractor's on rental and leasing agreements for equipment, but no other terms and conditions will be accepted. Bidders are requested to outline in Attachment B: FAC85 Bidder Response Form whether rental or leasing is available.

3.3.4  Equipment Service Specifications
Contractor shall agree to the following conditions of service under this contract:
- Return Service calls within one business day of receiving the service call;
- Technicians shall be dispatched to site within two business days;
- Repairs shall be completed within four business days, unless otherwise agreed upon by all parties.

3.3.5  Loaner Equipment
If the time for warranty or service repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request by the customer. Loaner equipment shall be provided at no cost, including shipment to the customer's location and return of loaner equipment to the Contractor.

3.3.6  Technical Support
Bidder must make available customer service agents and technical support staff to handle all orders and mitigate all order related technical issues from 8:00 am to 5:00 pm EST. Bidders are encouraged to provide a toll free phone number.

3.3.7  Emergency Response Plans/Preparedness
In a declared state of emergency where the safety and wellbeing 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 Quote 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 Quote.
3.3.8 Training & Training Materials

While the intent is for the individual facilities to manage the program, Bidders should be able to provide guidance, training and relevant materials that will enable their customers to more easily make the transition to green cleaning products and practices and track their progress and success. All Category 1-5 bidders are required to fill out Attachment C: FAC85 Green Cleaning Program Support Form. If there are fees associated with any of the program steps/measure, Bidders shall indicate those fees in the form.

All Category 1-5 Bidders must be capable of assisting customers with the development and implementation of a green cleaning program based on the guidelines cited in the US Green Building Council (USGBC) Leadership in Energy and Environmental Design for Existing Buildings (LEED – EB) and Green Seal’s GS-42 Standard for Janitorial Cleaning Services. Category 4 Bidders must also be capable of assisting customers with using the equipment, and coordinating trainings with Category 1-3 Bidders if needed.

The Bidder must provide substantial training on the proper use of its product and equipment line to all Authorized Purchasers. The Bidder must provide mandatory training to all Authorized Purchasers’ institutions. This training must consist of at least one (1) on-site training session which would include step-by-step instructions for proper dilution, use, disposal and operation of dispensing equipment, and any equipment as well as precautions to be taken in case of spills and or accidents.

Any training supplied by the bidder is not meant to replace the required Right to Know and/or Hazards Communication Training.

The Authorized Purchaser can request a training session to be scheduled at their respective location/s.

In order to provide information and any cost related to this program guidance, Bidders must use the Attachment C: FAC85 Green Cleaning Program Support Form to submit such data. Instructions are included on the form on how to use it and the type of information being requested. The SSL reserves the right to add other services which it deems necessary or alter the scope of proposed services due to new legislation, regulations, standards, research findings or other relevant factors at any time during the life of the contract.

3.3.8.1 Mandatory training and support should include, at no additional cost, and not be limited to:

- Initial Facility Assessment: Conducting an initial facility assessment in transitioning their customers to a green cleaning program. Awarded contractors in Categories 1-3 must agree to include an initial facility assessment in transitioning their customers to a green cleaning program.
- On-Site Training: The product manufacturer, their distributor, or a third party must offer an on-site initial training in the proper use and maintenance of the product or equipment. These must include step-by-step instructions for proper dilution, use, disposal, and proper use of equipment. Failure to do so may result in the rejection of the Bid. The Contractor must schedule requested training within fifteen (15) days from date of such request. Failure to do so may result in the cancellation of the Contract. The Contractor must also be available to any Authorized Purchaser to provide follow up training provided as the customer...
requests. Information and training materials should be available in multiple languages of the workforce in a form that is understandable.

- Follow Up Contact Information: Providing detailed contact information, at minimum a phone number, preferably toll-free, which the authorized user can call to receive instructions and assistance on proper use.
- Customer Service Assistance: All aspects of ordering, online ordering, product delivery, product returns, and customer service processes.

3.3.8.2 It is desirable that training and support include, but not be limited to:

- Conducting a facility audit, or review once or twice per year, as needed consistent with recognized cleaning system standards such as the APPA’s (formerly known as the Association of Physical Plant Administrators) “Custodial Staffing Guidelines” www.appa.org/index.cfm, Green Seal Environmental Standard for Cleaning Services (GS-42), www.greenseal.org, or the International Sanitary Supply Association (ISSA) Cleaning Industry Management Standard (CIMS), www.issa.com.
- Ongoing training either on-site or at designated sites through the contract, as needed.
- Provide equipment demonstrations onsite or at an agreed upon facility.
- Allow piloting or testing, for the purpose of evaluating products, to help users give feedback and corrective action to using the products.
- Webinars
- Websites, online and hard-copy catalogs, electronic newsletters, presentations by manufacturers of products offered on the Contract, provision of product samples and other outreach methods highlighting the environmental attributes and certifications of the products offered on the Contract.
- Be available as a green cleaning resource, if requested by the customer.

3.3.8.3 Environmental issues to be included in general product/service training (e.g. Energy Star, climate change considerations, recycling of old product, etc.)

The following environmental aspects of the products should be covered in trainings, and should include, but not be limited to:

- Toxics reduction
- Water conservation
- Energy conservation
- Waste minimization
- Other sustainability benefits

3.3.9 Requirements at Statewide Contract or engagement termination

In cases where the Eligible Entity is changing Contractors, after the expiration or termination of this contract, or after the expiration or termination of any service agreement based on this contract, the Contractor must ensure the continuity of green cleaning program services needed for the Eligible Entity’s facility operation. The Contractor must agree to work with the Eligible Entity and any other applicable organizations to provide personnel and services in a manner that would ensure that the operations of the Eligible Entity’s facility are not disrupted.

3.4 Environmental Specifications
3.4.1 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.

3.4.2 Anti-Idling

All delivery trucks must comply with the Massachusetts Anti-Idling Law, Massachusetts General Law (MGL), Chapter 90, Section 16A, 310 Code of Massachusetts Regulation (CMR), Section 7.11 and MGL, Chapter 111, Sections 142A – 142M.

3.4.3 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.
• 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 Quote detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices form on COMMBUYS).

3.5 Compensation Structure/Pricing

Pricing for products and program services will be evaluated in this RFR as significant component of “best value.” Bidders are advised that participating states may choose not to award contracts pursuant to this RFR if it is determined not to be in the best interest of their state. In addition, participating states may opt to use more vendors than MA—Bidders’ prices submitted in response to this RFR shall remain firm in the event any participating state elects not to award a contract.

3.5.1 Cost Tables

Compensation will be based solely on the cost tables or catalogs supplied by the Bidder contractor upon award and accepted by the SSST and incorporated into a catalog on COMMBUYS. Cost tables must contain all goods and services to be provided on this Statewide Contract. Compensation will be based on these cost tables, which will form the basis for the Contractor’s catalog in COMMBUYS (see section 3.5.2: Catalogs). In order to evaluate pricing, Bidders shall follow directions and fill in their proposed pricing for evaluation in Attachment D: FAC85 Complete Set of Bid Sheets.

3.5.1.1 Categorical Discounts and Market Basket

Bidders may choose to bid on one or more categories, but must offer a full line of products in each category except for Categories 5-6. Vendors who offer particularly competitive products in certain category will be considered. The States, however, have a strong preference for bidders that can offer multiple categories. It is preferable that bidders bid Categories 1-4 together.

If a bidder indicates they are bidding on a certain category, and does not fill out the Categorical Discount or the Market Basket for that category, they may be considered unresponsive.

In Categories 5-6, bidders may elect to choose only subcategories to bid, but must provide a Categorical Discount for the subcategory and must fully fill out the subcategories in the Market Basket as shown in Attachment D: FAC85 Complete Set of Bid Sheets. Vendors who offer particularly competitive products in subcategories will be considered and evaluated against other bidders for that subcategory only. For Category 12: Microfiber Washing Service, OSD is seeking best price service providers for Massachusetts only.

3.5.1.1.1 Category Discounts:

Bidders must provide an overall Category Discount (shown as a percent) for each of the categories they are bidding on. In addition, bidder may provide additional discounts by manufacturers in the “Additional Catalog Discounts” tab, which must be greater than the overall Category Discount. These discounts will be used to determine product pricing for the awarded vendors full catalog upon contract award (see section 3.5.2: Catalog). All The overall Category Discounts must be equivalent or better than any discounts given for
products listed in the Market Basket. In addition to requirements listed in 3.5.1.1, the Category Discounts must remain firm for the life of the contract.

3.5.1.1.1 Manufactured Suggested Retail Price (MSRP)

Bidders are required to provide a manufacturer's suggested retail price (MSRP) catalog for all products that they will provide on this contract, if awarded, either as a link or attachment in order to verify pricing.

3.5.1.1.2 Vendor Published List Price

In the event that a manufacturer does not have a MSRP, the vendor may use a publically available vendor catalog to display the list price, for all products that they will provide on this contract, if awarded, either as a link or attachment in order to verify pricing.

3.5.1.2 Market Basket

The Market Basket is comprised of the highest purchased products from previous year's data that we are seeking specific pricing on. In addition to requirements listed in 3.5.1.1, bidders are asked to remain firm on Market Basket pricing for at least 1 year. Once vendors have been awarded, they will work with the SSSL to develop a full catalog of products in categories they were awarded that meets all specifications listed in Attachment A: Mandatory Specifications/Desirable Criteria. See section 3.5.2: Catalogs for additional information for developing a full catalog after contract award. The Market Basket discounts may not be higher than the overall Category discount in the category that is bid on.

3.5.1.2 Volume purchase discounts (VPD)

A Bidder may receive additional evaluation points if the bidder offers a volume purchase discount percentage (%) off based upon the dollar size or a total quantity size for an order with one delivery location.

3.5.1.3 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%.

3.5.1.4 Prompt Payment 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, and evaluation points may be given for higher discounts.

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
3.5.1.5 Surcharges
No transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s).

3.5.1.6 Time limited specials
Upon award, contractors must agree to work with the SSL to offer time limited special pricing for specific products or services as determined in consultation with the SSST.

3.5.1.7 Shipping FOB Destination
All deliveries are FOB destination, no additional freight and/or delivery charges can be added to invoicing Shipping FOB Destination

3.5.1.8 Minimum Order Requirements
Bidders shall outline any minimum order requirements in Attachment B: Bidder Response Form. The SSSL reserves the right to negotiate and limit the minimum order amount prior to contract award. These requirements must be incorporated into the awarded vendor’s catalogs upon contract award.

3.5.1.9 Price Adjustments
Price adjustments will be allowed at least once per year as determined by the SSSL.
In addition, any requests for price changes must be submitted prior to the contract renewal to be considered for the renewal period.

Any such requests must be accompanied by documentation supporting the reasons for the requested change. The request, written on the Contractor’s letterhead must include: identified price increases and their source and copies of old and new price lists, if applicable, reflecting price changes. The same requirement shall apply to pricing established under any service agreement between an Eligible Entities and a Contractor.

The SSSL will address price change requests by either negotiating a price change and renewing the contract at the new price or denying the requested price increase and renewing the contract at the previous contract price. The Commonwealth will be advised of and will automatically receive the benefit of any price decreases retroactive to the dates of such decreases. It is the Contractor’s responsibility to notify the SST of any such decrease. The SST reserves the right to negotiate price reductions based on increased volume at any point in duration of the contract. The SST reserves the right to consider price increase requests in emergency situations. The SST decision on whether a specific situation is an emergency is final.

3.5.1.10 Statewide Contract Administration Fee
This Statewide Contract is subject to a 1% Contract Administration Fee for all sales under this contract, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02. For 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.
3.5.2 Catalogs

Prior to the Contract Start Date, the Contractor will establish and enable a COMMBUYS-compatible online catalog. Contractor will be required to submit a full product catalog using the format listed in Appendix 7: COMMBUYS Catalog Template Form within 20 days of award notification.

Catalog must be accepted by the contract manager for uploading into COMMBUYS. Contractors may choose to develop a punch-out catalog of the same items to accommodate online ordering on their website. The punch-out catalog is not meant to replace the product catalog. If Contractor chooses to use a punch-out, it may be enabled within 60 days after the contract award, however a System Host Catalog will be used in the interim.

The Contractor is required to maintain the catalog for the duration of the contract and must receive prior approval from the SSL before posting any updates or changes to the catalog, which must be consistent with the terms of the contract.

The catalog must use the Commonwealth commodity codes based on the United Nations Uniform Product and Service Code (UNSPSC) and must provide Eligible Entities with the capability to order only those products and/or services authorized by the contractor’s contract with the Commonwealth from the Contractor using COMMBUYS.

The Contractor will be required to work with the SSST and COMMBUYS staff to develop the data and/or capabilities for Eligible Entities to place orders from the Contractor through COMMBUYS.

3.5.2.1 System Hosted Catalog

The completed catalog template will become the basis of the catalog in COMMBUYS for this contract. Before contract execution, the Contractor will be required to complete an Excel catalog template, a sample is shown in Section 12.1. A final template will be provided upon contract award.

In completing the catalog template, the Contractor may be required to follow product naming conventions, include keywords and use units of measures specified by the SSST to ensure consistent use of the resulting catalogs across all Contractors. The Contractors may also be required to revise and resubmit the completed catalog template based on SSST’s comments.

3.5.2.2 Punch-out Catalog

If it is determined that a punch-out catalog will be used, after the contract execution, the Contractor must work with the SSST and COMMBUYS staff to create punch-out (Government to Business, or G2B) product catalogs for this contract on their websites and enable ordering from such catalogs using COMMBUYS. COMMBUYS staff will provide detailed instructions and guidance on the technical requirements and specific actions required from the Contractors at that stage. Contractors are only allowed to include products listed in the product catalog.

Contractors wishing to offer Eligible Entities ordering through punch-out catalogs hosted on their company websites must meet the following technical requirements:
• Have an eCommerce site or commit to complete its development within 60 days after contract award.
• The eCommerce site must allow CXML integration and support XML punchout purchase orders.
• The eCommerce site must display custom pricing and content for users of this contract.
• The eCommerce site must display only products and/or services available on this contract and not display items excluded or not awarded on this contract.
• The eCommerce site must allow for contract prices to remain constant even if pricing for the same items changes elsewhere on the site.
• The eCommerce site must accept orders with multiple ship-to addresses.
• It is desirable that the eCommerce site also provides the following features:
  • Accept bill-to and ship-to addresses from the order.
  • Assign a UNSPSC code to each order.
  • Accept requests for quotes for special order or bulk order items and include such items into punch-out purchase orders.

In addition, the Contractor may be required to provide and update the Excel catalog template provided by the SSSL and provide keywords and other information to enable Eligible Entities to find items offered by the Contractor within COMMBUY5 and then connect to the Contractor’s ordering website. In completing such a template, the Contractor may be required to follow product naming conventions, include keywords and follow other instructions by the SSST to ensure consistent use of the resulting catalogs across all Contractors. The Contractor may also be required to revise and resubmit the completed template based on SSST’s comments.

3.5.2.3 Other State Catalogs and Ordering
Contractor will need to comply with other state ordering procedures and systems.

3.6 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 quotes in response to this Bid, 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 Quote 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 Terms and Conditions tab of the Bid in COMMBUYs, 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 (formerly SOMWBA-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 In addition, the SDP Webinar can be located on the SDP website at www.mass.gov/SDP.

3.6.1 Supplier Diversity Program Subcontracting Policies

In addition to the Subcontracting Policies (See Subcontracting Policies section below and see Section 9, Subcontracting By Contractor, in the Commonwealth Terms and Conditions) that apply to all subcontracted services, agencies may define specific required deliverables for a contractor’s SDP Plan, including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) and Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) for the purpose of monitoring and enforcing commitments made in a contractor’s Supplier Diversity Program (SDP) Plan.

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, reduce 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 Quotes 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 Bid. 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 Bid and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder’s Quote 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 see Section 1 of this RFR.

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:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Payment Period</th>
<th>Quarterly Payment Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Quarter</td>
<td>January 1st – March 31st</td>
<td>May 15th</td>
</tr>
<tr>
<td>Second Quarter</td>
<td>April 1st – June 30th</td>
<td>August 15th</td>
</tr>
<tr>
<td>Third Quarter</td>
<td>July 1st – September 30th</td>
<td>November 15th</td>
</tr>
<tr>
<td>Fourth Quarter</td>
<td>October 1 – December 31st</td>
<td>February 15th</td>
</tr>
</tbody>
</table>

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 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. User departments 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 of complaints received from user departments. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of that contractor’s contract.
Financial 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.

3.8.4 Restrictions on Statewide Contract use
When entering into a contract with the Commonwealth of Massachusetts for FAC85, contractor agrees to offer the items in their approved catalog under the terms and conditions set forth in the contract, and to only the eligible entities outlined in the contract. At times there may be issues with obtaining certain products from manufacturers, and these issues are to be brought to the attention of the contract manager to work with the contractor and buyers to resolve on a case by case basis.

3.8.5 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.

3.8.6 Commonwealth Contract Management (Contractor’s interface with Commonwealth’s Contract Manager)

3.8.6.1 Commonwealth’s Contract Manager
All Statewide Contract questions must be directed to the Commonwealth Contract Manager Julia Wolfe, Director of Environmental Purchasing, Strategic Sourcing Lead (SSL), Julia.wolfe@state.ma.us.

3.8.6.2 Timely response to requests
The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from OSD’s Procurement Manager(s).

3.8.6.3 Contractor account team
The individual listed in the Purchaser field in the Header Information section of the Master Blanket Purchase Order is the vendors Account Manager. The Contractors Account Manager is the liaison with the Commonwealth Contract Manager. It is the Contractor’s responsibility to keep the Contractor’s Account Team Information current. If this information changes, the Contractor must notify the Commonwealth’s Contract Manager immediately.

- Bidders must identify this Account Manager in their responses. The Account Manager will be responsible for operation and administration of the contract by the Contractor.
- It is mandatory that bidders have a toll free number and/or toll free access to accept collect calls from Eligible Entities for ordering purposes and to take calls regarding issues related to delivery.
- The Account Manager must attend meetings at OSD or at other sites, as requested and determined necessary by the SSL.
3.8.6.3.1 The Account Manager will be responsible for reports required in the RFR and will serve as liaison between the Contractor and OSD and any other eligible entity.

3.8.6.3.2 Replacement of Contractor Staff
The SSST and the Commonwealth assume no responsibility if a contractor’s designated E-mail is not current, or if technical problems, including those with the Contractor’s computer. The SSST may require the Contractor to remove the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards stated in this RFR or hinders effective use of the contract.

3.8.6.4 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.

3.8.6.5 Adding commodities and/or services to the Statewide Contract
The SSST will allow additions/deletions to the contract at least once per year, at a time determined by the SSST. Awarded contractors may request adding commodities and or services to the statewide contract that fall under the scope and description of the contract at the bid awarded pricing and/or discounts. The request MUST be submitted to the Strategic Sourcing Services Team (SSST) for review and approval.

3.8.6.6 Environmentally Preferable Products and Services
The department and Contractor(s) may establish a preference for Environmentally Preferable Products (EPPs) 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.

3.8.6.7 Report requirements & due dates
3.8.6.7.1 Report Templates will be published on COMMBUYS

3.8.6.7.2 Vendor Sales Reports
Any vendor awarded a contract as a result of this RFR, MUST submit to the Strategic Sourcing Services Lead (SSSL) in MA, each quarter a Product Sales Report for all sales done in each state under FAC85. The product sales report will be provided to the contract liaisons and must be filled out in full by the due dates required. Other states may require product sales reports as well.

3.8.6.7.3 Statewide Contract Administration Fee Quarterly Report
Administrative Fee Reporting is required each quarter as well and MUST be submitted as instructed on the Administrative Fee Form to OSD Audit.

3.8.6.7.4 Supplier Diversity Program expenditure report
A Supplier Diversity Program expenditure report is required each quarter as well and must be submitted with the Product Sales Report.
3.8.6.7.5 Late report penalties
Reports not submitted when due could result in suspension or termination of the contract.

3.8.7 Other State Contract Management
Contractors are required to comply with other participating states contract management requirements.

3.8.8 Commonwealth Orders (Contractor’s Interface with Commonwealth Agencies)

3.8.8.1 Closed Bids based on the Master Blanket Purchase Orders
Commonwealth Agencies are required to obtain quotes from multiple Statewide Contractors prior to issuing a Purchase Order. This will be done by issuing Closed Bids in COMMBUYS to awarded Contractors. Contractors will be required to use COMMBUYS to submit quotes in response to said Closed Bids. Purchase orders under this contract will be based on awarded Quotes.

3.8.8.2 Order Procedures
Order processes will vary by state, but at a minimum, all contractors must be capable of accepting orders and responding by email.

3.8.8.3 Shipping, Delivery and Acceptance

3.8.8.3.1 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.

3.8.8.3.2 Delivery time frames and prior approvals
All orders must be delivered within 7-10 business days of receipt of a purchase order number (PO#), unless the ordering department agrees otherwise or a special order is involved. However, it is understood that certain products in Categories 5 may require two or more weeks depending on the need for customization or other factors. Bidders should indicate an estimated length of time for delivery in their response for such items. If an item is out of stock, the contractor must make every effort to supply the ordered item within the original delivery timeframe. If such arrangements cannot be made, the contractor must make every effort to have the item delivered as soon as possible.

If a stocked item is not able to be delivered within the required deadlines, contractor may offer an acceptable alternative that would need to be mutually agreed upon by the contract user and the contractor. In this event, the alternate delivery time should be documented by the contractor in writing and submitted as part of the semi-annual report. Contractors must coordinate delivery time with the contract user, if requested. If the contractor uses an
independent company to satisfy delivery requests, the contractor is responsible for ensuring that the delivery company coordinates with the contract user. Late deliveries or deliveries that cannot be made within the above guidelines may be canceled at no cost to the Commonwealth, and may be cause for suspension.

3.8.8.3.3 Delivery Issues
All Products delivered in poor condition, or not ordered may, at the discretion of the Authorized Purchaser, be returned to the Contractor at the Contractor's expense within 30 days. Credit for returned goods must be made immediately. If after 30 days the product has not been returned or picked up by the contractor, it becomes property of the Commonwealth.

3.8.8.4 Invoice and payment specifications
3.8.8.4.1 Payments
Contents of an invoice must be formatted to include quantity, unit of measure, item description, correct category percentage discount, purchase order number, price per item and extended value and location that an item is being used (if known). Commonwealth payment terms are determined by the contractor's Prompt Pay Discount election.

3.8.8.5 Product Returns
In the event that a contract user orders the wrong item, the Contractors must agree to take back any unused and unopened stocked product if the request for return is made within 90 days of delivery. For non-stocked products ordered at the request of the user department, the charge cannot exceed the manufacturer's restock charge. The Commonwealth reserves the right to request documentation of any restocking charge billed to the user department. However, if the wrong products are ordered at the advice of the contractor, no charge will be assessed to the Commonwealth regardless of whether the product was special ordered or not.

If the contract user orders the wrong item, it is the responsibility of the contract user to pay for the return of the item. If the Contractor delivers the wrong item, it is the responsibility of the Contractor to pay for the return of the item.

3.8.8.5.1 Return shipping costs or pickup by Contractor
Contractors must resolve all requests to return non-custom items in original condition within 7 - 10 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.

3.8.8.6 On-site requirements
3.8.8.6.1 Security requirements
Based on applicable security laws, regulations and policies, Eligible Entities reserve the right to require the Contractor to comply with a range of additional requirements or standard operating procedures. Contractors must comply with such security requirements at no charge to the Eligible Entity. (See Section 10, Appendix 4 – Massachusetts Department of Correction Security Requirements.)
3.8.9 Alternatives
Contractors may propose alternatives for equivalent, better or more cost effective products than specified under the Contractor’s original Quote at any time during the life of the Statewide Contract. Alternatives must be accepted by the eligible entity or SSST.

3.8.10 Failure to perform contractual obligations
Problems with service quality, documentation, customer service and/or failure to adhere to the any provisions of this RFR or an Eligible Entity’s standard operating procedures are grounds for any or all of the following actions.

The SST will inform the Contractor of non-compliance with the contract. A specific period of time will be provided for the Contractor to correct the situation. If the situation has not been corrected in the allotted time period or if the problem reoccurs, the SST may impose penalties including but not limited to the ones listed below:

- Require service credits based on the period of time when the quality of service was unsatisfactory.
- Issue penalties, including, but not limited to:
  - The estimated cost of remedial actions incurred by the Eligible Entity.
  - Up to $200 for each hour the Contractor delayed its response to an Emergency Response call.
  - Up to $200 for each day the Contractor delayed a previously scheduled pick-up.
  - Suspend the Contractor until the problem is resolved.
  - Cancel the contract.
- The SST will be the final decision-making body for the resolution of any conflicts between Eligible Entities and the Contractors.

The SST shall serve as the final decision-making body in review of contract complaints and reports of non-compliance.

3.8.11 COMMBUYS Catalog Enablement and Updates
COMMBUYS enables Eligible Entities to place orders using online catalogs. Contractors will be required to participate in the creation and maintenance of such catalogs as described below.

Throughout the life of the contract, the SSST reserves the right to revise COMMBUYS catalog structure and type in order to optimize ordering by Eligible Entities.

3.8.11.1 For system-hosted catalogs
[Note: the language in 2.6 covers most, if not all, of what is necessary. Suggestions?]  

3.8.11.2 For Punchout Catalogs
Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with the Commonwealth to receive a Contract award. All necessary forms must be filled out using the directions provided. Failure to respond to a question may result in the disqualification of the Bidder’s proposal.

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

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

3.10 Desirable Criteria
Desirable specifications will be scored according to the Evaluation Criteria.

Bid specifications prefaced with language such as: "desirable", "could," "can," "should,"
"preferably," "prefers," "suggested," and "requested" identify a desirable or discretionary item or
factor that is considered by the Purchaser to be "desirable." The Purchaser has listed all desirable
specifications which will receive points in the evaluation criteria.

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

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

3.12 Evaluation Components
The following components will be some of the criteria considered by the team when evaluating
each Quote:

3.12.1 Price
Please note that price will carry a significant weight in the evaluation process. The following
other price components will be evaluated as well:
• Volume purchase discounts (VPD)
• Dock Delivery Discounts (DDD)
• Prompt Payment Discounts (PPD)

3.12.2 Green Cleaning Implementation and Management Program
3.12.3 Supplier Diversity Plan (formerly Affirmative Marketing Plan (minimum of 10% weight))
3.12.4 Business Environmental Practices Form
3.12.5 References and reference information and/or requirements
3.12.6 Other Specifications
   3.12.6.1 Categories
   3.12.6.2 Company Experience
3.12.6.3 Geographic Coverage
3.12.6.4 Staff Qualifications and Key Personnel
3.12.6.5 Equipment, Service Maintenance, Warranties
3.12.6.6 Delivery and Distribution
3.12.6.7 Implementation, Communication, and Marketing
3.12.6.8 Contract Management
3.12.6.9 Additional Environmental Attributes or Services

3.12.7 Online/web capability

3.13 Responsibility
Prior to final award of the contract, OSD may investigate vendor and request information in addition to that already required in the RFP, when OSD, in its sole discretion, considers it necessary or advisable in order to evaluate whether the vendor meets the applicable standards of responsibility.
4 HOW TO SUBMIT A QUOTE / RESPOND TO THIS BID

All Bidders may begin creating and compiling Quote materials as soon as the Bid with all attachments is in the Sent document status. Bidders are instructed not to submit Quotes before the Bid Amendment Deadline has been reached (See Estimated Procurement Calendar).

4.1 Quote Submission Method

Online Quote Submission via COMMBUYS 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 COMMBUYS tools also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Bidders must submit Quotes online using tools available only to Sellers registered in COMMBUYS.

COMMBUYS provides Seller registration functionality at no charge. To register, go to www.COMMBUYS.com and click on the “Register” link on the front page. All Bidders who are awarded a contract resulting from this Bid, if any, will be required to maintain an active account during the duration of the Contract, by reviewing their registration information regularly and maintaining its accuracy.

4.2 COMMBUYS Quote Submission Training and Instructions

The following resources are provided to assist Bidders in submitting Quotes:

- **Appendix 2**: Instructions for Vendors Responding to Bids Electronically through COMMBUYS, which is part of this document;
- Training sessions focused on online Quote submission, if offered, are noted in the Estimated Procurement Calendar;
- An online job aid on How to Create a Quote;
- Webcast video on How to Find Bids (Solicitations) and Submit Quotes (Responses) through COMMBUYS.

4.3 COMMBUYS Support

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

**Website**: Go to www.mass.gov/osd/commbuys and select the COMMBUYS Resource Center link offered under Key Resources.

**Email**: Send inquiries to the COMMBUYS Helpdesk at COMMBUYS@state.ma.us

**Telephone**: Call the COMMBUYS Help Desk at 1-888-MA-STATE (1-888-627-8283). The Help Desk 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 COMMBUYS will be unavailable during regularly scheduled maintenance hours of which all users will be notified.

4.4 Bid Opening Date/Time

All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed as the Bid Opening Date/Time in the Header Information section of the Bid in COMMBUYS. 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 COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record.

4.5 Quote Contents
Bidders must comply with the requirements below.

4.5.1 Checklist of Required Documentation
The SSST seeks 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. The following documents are referenced and should be submitted with your bid.

4.5.1.1 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 (or equivalent) provided on COMMBUYS for this Bid 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. In addition, limits have been made on the length of many of the answers, and evaluators will not read beyond what was required.

- Bidder Response for All States
- References
- Supplier Diversity Plan
- Prompt Pay Discount Form
- Business Environmental Practices

4.5.1.2 Green Programs Form
4.5.1.3 Complete Set of Bid Sheets
4.5.1.4 Copies of insurance certificates
4.5.1.5 Additional documents for review as needed

4.5.2 Additional Quote Terms
4.5.2.1 Prohibition regarding contract terms
Bidders must not, as part of their Quote, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR. 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.
4.6 Quote Materials

4.6.1 Electronic Signatures
Quotes submitted via COMMBUY'S must be signed electronically by the Bidder or the Bidder’s Agent by accepting the terms and conditions of the bid on the “Terms & Conditions” tab of the Bid in COMMBUY’S. By selecting “Save & Continue” on the “Terms and Conditions” tab after accepting the terms and conditions of the bid, 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.

4.6.2 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)
- Electronic Funds Transfer Sign Up Form

Successful Bidders who agreed to the terms and conditions of these forms electronically via COMMBUY’S online Quote submission tool 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.

4.7 Limits and Restrictions

4.7.1 Document Pages
The SSST has indicated page limits on narrative in response to the questions asked and information requested. If Bidders exceed the page limits, the SSST may make provisions to penalize the Bidder in the Evaluation Criteria, read and evaluate only those pages up to the page limit referenced above or take other steps as determined by the SSST.

4.7.2 File Naming Conventions
Files submitted via COMMBUY’S 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.

<table>
<thead>
<tr>
<th>RFR Section or Quote Component</th>
<th>Description</th>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Response Form</td>
<td>Enter in COMMBUY’S during upload</td>
<td>FAC85_Bidder_Response_Form_[your]</td>
</tr>
</tbody>
</table>

Document Sensitivity Level: High during development; Low once published.
Staff Qualifications and Key Personnel

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Equipment Service and Maintenance*

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</table>

Equipment Warranties*

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<th>Company Name</th>
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Delivery and Distribution

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<th>Company Name</th>
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</table>

Green Programs Form

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<th>Company Name</th>
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</table>

Complete Set of Bid Sheets

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<tbody>
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<td></td>
</tr>
</tbody>
</table>

Insurance Certificates

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Certifications

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<tbody>
<tr>
<td>Certification_[name of certification]_[your company name]</td>
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</tbody>
</table>

Additional documents for review

<table>
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<tr>
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<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>CompanyName_[name of document]</td>
<td></td>
</tr>
</tbody>
</table>

*Bidder has the option to either submit this information in the FAC85: Bidder Response Form, or submit as an attachment using the specified description and file name.

4.7.3 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. 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.

4.7.4 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 forms requiring ink signatures, must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

4.7.5 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 following address in accordance with all of the Quote submission requirements including Bid Opening Date/Time, Bid Package and Environmental Response Submission Compliance provisions.

4.8 Withdrawing a Quote
4.8.1 Prior to Bid Opening Date/Time
Quotes may be withdrawn using the "Withdraw Quote" button offered under the Summary tab of a submitted Quote.

4.8.2 After Bid Opening Date/Time
No Quote can be withdrawn after the Bid Opening Date/Time. If the Bidder wants to remove a Quote from consideration, contact the Strategic Sourcing Services Lead for guidance.
5 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, Quotes, and documentation must be in English and all cost proposals or figures in U.S. currency. All Quotes must be submitted in accordance with the specific terms of this RFR.

5.1 General Procurement Information

5.1.1 Access to security-sensitive information

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

- restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal;
- safeguard the information while it is in their possession (consistent with Section 6 of the Commonwealth Terms and Conditions); and
- return such records and materials to the Commonwealth upon completion of the project.

5.1.2 Alterations

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

5.1.3 Bidder’s Contact Information

It is the Bidder’s responsibility to monitor the email address provided in the Quote for the Bidder’s contact person. The 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.

5.1.4 COMMBUYS Market Center

COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.
Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder’s responsibility to check COMMBUYS for:
- Any amendments, addenda or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

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

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

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

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

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

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

5.1.8 Costs
Costs which are not specifically identified in the Bidder’s Quote, 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.

5.1.9 **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](http://www.mass.gov/osd)). Additional information about EFT is available on the Comptroller’s [VendorWeb](https://massfinance.state.ma.us/VendorWeb/vendor.asp) 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.

5.1.10 **Executive Order 509, Establishing Nutrition Standards for Food Purchased and Served by State Agencies**

Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009 that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department’s website: [Executive Order # 509 Guidance](https://massfinance.state.ma.us/VendorWeb/vendor.asp).

5.1.11 **Agricultural Products Preference**

Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products, the raising of livestock, including horses, raising of domesticated animals, bees, fur-bearing animals and any forestry or lumbering operations.

5.1.12 **Minimum Quote Duration**

Bidders’ Quotes to this RFR must remain in effect for at least 90 days from the date of Quote submission.

5.1.13 **Ownership of Submitted Quotes**

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

Quotes stored on COMMBUYS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via their COMMBUYS account, 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.
5.1.14 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 Header Information
this Bid in the event that this RFR is incomplete or information is missing. Bidders
experiencing technical problems accessing information or attachments stored on
COMMBUYYS should contact the COMMBUYYS Helpdesk (see the document cover page for
contact information).

In addition to the certifications found in the Commonwealth’s Standard Contract Form, by
submitting a Quote, the Bidder certifies that the Quote has been arrived at independently and
has been submitted without any communication, collaboration, or without any agreement,
understanding or planned common course or action with, any other Bidder of the
commodities and/or services described in the RFR.

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

5.1.16 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.

5.2 Evaluation – Best Value Selection and Negotiation
The SSST may select the Quotes(s) which demonstrates the best value overall, including
proposed alternatives that 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 Quote which results in lower costs or a more cost effective or
better value than was presented in the selected Bidder’s original Quote.

5.3 Terms and Requirements Pertaining to Awarded Statewide Contracts
5.3.1 Commonwealth Tax Exemption
Payment vouchers or invoices submitted to Massachusetts government entities must not
include sales tax.

5.3.2 Contractor’s Contact Information
It is the Contractor’s responsibility to keep the Contractor’s Contract Manager information
current. If this information changes, the Contractor must notify the Contract Manager by
e-mail immediately, using the address located in the Header Information of the Purchase
Order or Master Blanket Purchase Order on COMMBUYYS.
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.

5.3.3 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 Quote, may be included in an order or service contract, if mutually agreed upon by the contractor and the Eligible Entity.

5.3.4 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.

5.3.5 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 Bid itself does not fall under HIPAA.
5.3.6 **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.

5.3.7 **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.

5.3.8 **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.

5.3.9 **SaveSmart 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.

5.3.10 **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.
5.3.11 **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 APPENDIX 2 - INSTRUCTIONS FOR VENDORS RESPONDING TO BIDS ELECTRONICALLY THROUGH COMMBUYS

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

Steps for Bidders to Submit a Quote
1. Launch the COMMBUYS website by entering the URL (www.COMMBUYS.com) into the browser.
2. Enter Bidder login credentials and click the Login button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS in order to submit a Quote. Each Vendor has a COMMBUYs Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.
3. Upon successful login, the Vendor home page displays with the Navigation and Header Bar as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.
4. Click on the Bids tab
5. Clicking on the Bid tab opens four sections:
   a. Request for Revision
   b. Bids/Bid Amendments
   c. Open Bids
   d. Closed Bids
6. Click on the blue Open Bid hyperlinks to open and review an open bid
7. A new page opens with a message requesting you acknowledge receipt of the bid. Click Yes to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive any amendments/updates concerning this bid.
8. After acknowledgement, the bid will open.
   The top left half of the page contains the following information:
   a. Purchaser
   b. Department
   c. Contact for this bid
   d. Type of purchase
      i. Open Market
      ii. Blanket
   e. Pre-Bid Conference details (if applicable)
   f. Ship-to and Bill-to addresses
   g. Any attachments to the bid, which may include essential bid terms, response forms, etc.
   The top right half of the bid includes the following information:
h. Bid Date
i. Required Date
j. Bid Opening Date – date the bid closes and no further quotes will be accepted
k. Informal Bid Flag
l. Date goods/services are required

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

10. Click Create Quote to begin.

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

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

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

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

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

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

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

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

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

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

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

20. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYs. If you have submitted a quote and have not received an email confirmation, please contact the COMMBUYs Help Desk at COMMBUYs@state.ma.us.

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

Bidders may not submit Multiple Quotes in response to a Bid unless the Bid authorizes Multiple Quote submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, only the latest submission prior to the bid opening date will be evaluated.
APPENDIX 3 - INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

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

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

7.1 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 Quote to this RFR that is the Bidder’s Offer as evidenced by the execution of its authorized signatory, and that the Bidder’s Quote may be subject to negotiation by the SSST. Also, the terms of the RFR, the Bidder’s Quote 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).

7.2 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 Bid 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).

7.3 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.

7.4 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.

7.5 Supplier Diversity Program (SDP) Plan Form #2 – Declaration of SDP Partners
Sign electronically as described above; if awarded a Contract, complete as directed below and submit on paper with original ink signature and date.

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.

7.6 Supplier Diversity Program (SDP) Plan Form #1 – SDP Plan Commitment
Download this form and complete as directed; include with online submission. Ink signature is not required.

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

7.7 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 Payment Discounts should be reflected on the Commonwealth Standard Contract Form.

7.8 Catalog
The Contractor will establish and enable a COMMBUYS-compatible online catalog. Contractor will be required to submit a full product catalog using the format listed in Appendix 7: FAC85 CommBuys Catalog Template Form within 20 days of award notification, and as outlined in section 3.5.2 of this RFR.
APPENDIX 4 - 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 Bid. Those definitions below designated with an asterisk (**) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency – See Department

Bid – While a bid may generally refer to an offer or response submitted in response to a Solicitation or Request for Response (RFR), in COMMBUYS, a “bid” refers to the solicitation, RFR or procurement.

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. COMMBUYS refers to Contract records as “Purchase Orders” or “Blanket Purchase Orders.”

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 entities listed in the Eligible Entities section of this RFR. COMMBUYS refers to such entities as “Organizations.”

Eligible Entity – See Department

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 Team, of reviewing, scoring and ranking the submitted Quotes related to this Bid.

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.”

Organization – See Department
**Post-Consumer Recycled Content:** Products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid waste for purpose of collection, recycling and disposition.

**Procurement Team Leader (PTL)** – See Strategic Sourcing Services Lead

**PTL** – See Procurement Team Leader

**Purchasing Entity** – Same as “Eligible Entity.”

**Quote or Response** - generally refers to the offer submitted in response to a Bid or Request for Response (RFR).

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

**Response** – The Bidder’s complete submission (or “Quote” as referenced in COMMBUY) in response to a Solicitation, in other words, a “Bid” or “Proposal.”

**Solicitation** – See Request for Response (RFR)

**SSST** – See Strategic Sourcing Services Team

**SSSL** – See Strategic Sourcing Services Lead

**Strategic Sourcing Team (SST)** – Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations, evaluate responses to Bids and award Statewide or Department Contracts. The SSST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Contract. In some agencies, SSSTs are referred to as “Procurement Management Teams (SST).”

**Strategic Sourcing Services Lead (SSSL)** – Individual designated by the procuring Department to lead the Strategic Sourcing Team and the solicitation and resulting contract. In some agencies SSSLs are referred to as “Procurement Team Leads (PTL).” COMMBUY Refers to the SSSL in the Header Information section of a Bid as the “Purchaser.”
APPENDIX 5 - EXPLANATION FOR THE STANDARDS AND MANDATORY SPECIFICATIONS REFERENCED IN THE RFR

GS = Green Seal and the standards referenced include the following: (see www.greenseal.org for details)
- GS-01 (2013), Sanitary Paper Products
- GS-08 (2013), Cleaning Products for Household Use
- GS-34 (2013), Cleaning and Degreasing Agents.
- GS-40 (2014), Floor-Care Products for Industrial and Institutional Use
- GS-41 (2013), Hand Cleaners for Industrial and Institutional Use
- GS-42 (2013), Commercial and Institutional Cleaning Services
- GS-44 (2013), Soaps, Cleansers, and Shower Products
- GS-51 (2014), Laundry Care Products for Industrial and Institutional Use

UL EcoLogo = UL EcoLogo and the standards referenced include the following: (see www.ul.com for details)
- 175 (2013), Standards for Sustainability for Sanitary Paper Products
- 2759 (2011), Standard for Sustainability for Hard Surface Cleaners
- 2776 (2011), Standard for Sustainability for Laundry Detergents and Fabric
- 2777 (2011), Standard for Standard for Sustainability for Hard Floor Care Products
- 2780 (2011), Standard for Sustainability for Urinal Blocks
- 2783 (2011), Instant Hand Antiseptic Products
- 2784 (2011), Standard for Sustainability for Hand Cleaners
- 2791 (2012), Standard for Sustainability for Drain and/or Grease Trap Additives: Biologically-based
- 2792 (2012), Standard for Sustainability for Cleaning and Degreasing Compounds: Biologically-based
- 2795 (2012), Standard for Sustainability for Carpet and Upholstery Care Products
- 2796 (2013), Standard for Sustainability for Odor Control Products
- 2829 (2013), Standard for Sustainability for Laundry Bleach
- 2845 (2013), Personal Care Products

DfE = US EPA’s Design for the Environment Program and the standards referenced include the following: (see http://www.epa.gov/dfe/pubs/projects/gfcp/index.htm for details)
- DfE’s Standard for Safer Products which also includes the Master Criteria and Criteria for Safer Chemical Ingredients.
- Only products that have received an on-site audit are permitted.

"Independently Third-Party Certified" means that cleaning products have been certified by an established and legitimate, nationally-recognized program developed with the purpose of identifying environmentally preferable products. Any such certification program shall:
- clearly define the fees a manufacturer must pay for certification;
- identify any potential conflicts of interest;
• base certification on consideration of human health and safety, ecological toxicity, other environmental impacts, and resource conservation, as appropriate, for the product and its packaging, on a life cycle basis;
• develop certification standards in an open, public, and transparent manner that involves the public and key stakeholders;
• make the standards easily accessible to purchasers and manufacturers (e.g., available for download on the program’s website);
• periodically revise and update the standards to remain consistent with current research about the impacts of chemicals on human health;
• monitor and enforce the standards, have the authority to inspect the manufacturing facility and periodically do so, and have a registered/legally protected certification mark.

USDA Biopreferred
USDA Biopreferred:  http://www.biopreferred.gov/

Carpet and Rug Institute Certification
CRI – Carpet and Rug Institute http://www.carpet-rug.org/index.cfm

US EPA’s Comprehensive Procurement Guidelines
CPG: The Comprehensive Procurement Guideline (CPG) program is part of EPA’s continuing effort to promote the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacture of ps. Currently there are 61 products designated in eight categories: http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm

Pacific Northwest Snowfighters Qualified Products List
The mission of PNS is to “strive to serve the traveling public by evaluating and establishing specifications for products used in winter maintenance that emphasize safety, environmental preservation, infrastructure protection, cost-effectiveness and performance.” http://pnsassociation.org/

Biodegradable Products Institute
The Biodegradable Products Institute (BPI) is a professional association of key individuals and groups from government, industry and academia, which promotes the use, and recycling of biodegradable polymeric materials (via composting). The BPI is open to any materials and products that demonstrate (via scientifically proven techniques) that their products are completely biodegradable in approved composting facilities. http://www.bpiworld.org/BPI-Public/Approved.html

Other Acronyms Referenced
APPA – Association of Physical Plant Administrators (Former name) http://www.appa.org
CCR – California Code of Regulations http://www.arb.ca.gov/bluebook/bb04/HEA41712/HEA_41712.htm
CFPA – Chlorine Free Products Association http://www.chlorinefreeproducts.org/
EPA’s CPG - Environmental Protection Agency’s Comprehensive Procurement Guidelines -
www.epa.gov/epawaste/conserve/tools/cpg/products/
FIFRA – Federal Insecticide, Fungicide and Rodenticide Act;
http://www.epa.gov/pesticides/regulating/laws.htm
LEED-EB - Leadership in Energy and Environmental Design for Existing Buildings
OSHA – Occupational Safety & Healthy Administration http://www.envcap.org/rmw/osha-bps.cfm
Proposition 65 - California Proposition 65 requires the Governor to publish, at least annually, a list of
chemicals known to the state to cause cancer or reproductive toxicity.
http://www.oehha.ca.gov/prop65.html
UNSPSC - United Nations Uniform Product and Service Code
APPENDIX 6: MASSACHUSETTS DEPARTMENT OF CORRECTION SECURITY REQUIREMENTS

Department of Corrections Requirements
All bidders wishing to provide services to the Commonwealth’s Department of Correction must agree to abide by the following rules and regulations.

Department of Correction Rules and Regulations
It must be fully understood by the bidders/contractors that the Department of Correction (DOC) and each facility have security rules and regulations that must be strictly adhered to at all times. Included in these regulations are required security clearances. It should be understood that every driver, technician or any other contractor employee who will present themselves at a correctional facility or on the property must have pre-approved clearance from that facility. Background checks will be completed for individuals performing any work under this contract that requires their entrance into DOC facilities and at any time during the duration of this contract. Upon request by the DOC, the contractor will provide the Department of Correction with specific information to be used to complete background checks. Contractors’ equipment, tools and vehicles may be checked, searched and approved prior to entering, prior to leaving, and at any time while in the facility or on facility grounds.

Service Schedules (Dates and Times)
All visits to facilities must be scheduled. Contractors will work with each of their contracted facilities in order to negotiate a schedule for both dates and times for service. Contractors must ensure that individuals scheduled to enter the facility have already been pre-approved and cleared. Contractors must be fully aware of the approved date and time schedules and must adhere to them to avoid a prolonged waiting time. Any expense or fee resulting from prolonged waiting times will not be charged to the Department of Correction. The DOC will not process nor is responsible for any such expenses. In addition, there may be times when a contractor (at no fault of theirs) will not be let into the facility possible due to security issues. When this occurs, the contractor may have to wait or may have to re-schedule the service. The contractor shall make every attempt to re-schedule within the same day but only as accepted by the facility. In said case the DOC will not be responsible for processing any payment for any expense incurred by the contractor. Any change of schedule must be pre-approved, in writing, by the representing fiscal department of said facility.

Contractor Tools and Equipment
Any and all tools and equipment brought into the facility shall require prior approval. All tools and equipment will be inventoried upon entrance and exiting of the facility by the front entrance office. Only those tools and equipment necessary shall be allowed inside the institution.

Deliveries
Each facility has procedures to minimize or eliminate when possible the instances of split loads entering the institution. The contractor shall adhere to the institutional procedures.

Applicable Policies:
The Department of Correction policies are routinely reviewed and are subject to change. It is the contractor’s responsibility to monitor the policies. The policies can be accessed on the Commonwealth of Massachusetts Website: www.mass.gov (select find a State Agency choose the Department of Correction, reference the section Research and Statistics and select DOC Policies.

Visiting Policy CMR 483
Professional Boundaries Policy DOC 225

APPENDIX 7: COMMBUYS CATALOG TEMPLATE

RFR FAC85 / COMMBUYS Bid# BO-15-1080-OSD01-OSD10-00000002206

Document Sensitivity Level: High during development; Low once published.
Pursuant to section 3.5.2, all Contractors awarded a bid for Massachusetts will need to establish and enable a COMMBUYS-compatible online catalog using the following template within 20 days of award notification. Catalog must be accepted by the contract manager for uploading into COMMBUYS. The catalog must use the Commonwealth commodity codes based on the United Nations Uniform Product and Service Code (UNSPSC) and must provide Eligible Entities with the capability to order only those products and/or services authorized by the contractor’s contract with the Commonwealth from the Contractor using COMMBUYS. The Contractor is required to maintain the catalog for the duration of the contract and must receive prior approval from the SSSL before posting any updates or changes to the catalog, which must be consistent with the terms of the contract.

11.1 DRAFT COMMBUYS FAC85 Catalog Template and DRAFT Catalog Instructions for Vendors
A DRAFT COMMBUYS FAC85 Catalog Template and DRAFT Catalog Instructions for Vendors has been provided with this bid to provide potential contractors an example of information that will be required to be completed prior to award. Please refer to Attachment E(1): DRAFT COMMBUYS Catalog Template and Attachment E(2) Catalog Instructions for Vendors. A final template will be provided and posted on COMMBUYS prior to awarded contractor’s needs.
APPENDIX 8: PARTICIPATING STATES’ ADDENDUM

Below includes all participating States additional requirements for this contract, if any, in addition to each State’s general Terms and Conditions.

12.1 The State of Connecticut

12.1.1 State of Connecticut Participating Addendum and General Terms and Conditions

Please refer to Attachment F: State of Connecticut Participating Addendum.

12.2 The State of New York

12.2.1 State of New York Participating Addendum and General Terms and Conditions

Please refer to Attachment G: State of New York Participating Addendum.

12.3 The State of Rhode Island

12.3.1 Additional Requirements

Pursuant to section 31 of the Rhode Island General Conditions of Purchase, participating vendors shall provide to the Office of Purchases certificates of coverage in the appropriate categories and amounts reflecting the State of Rhode Island as an additional insured.

12.3.2 State of Rhode Island General Terms and Conditions

The State of Rhode Island general Terms and Conditions are available by selecting “Appendix A” at http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx.

12.4 State of Vermont

12.4.1 The State of Vermont General Terms and Conditions

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION OF COMMODITY AND/OR SERVICES</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Market Basket (items commonly ordered)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>All Purpose Cleaners</td>
<td>20-25 % off Manufacturer catalog list price</td>
</tr>
<tr>
<td>3.</td>
<td>Floor Chemicals</td>
<td>20 % off Manufacturer catalog list price</td>
</tr>
<tr>
<td>4.</td>
<td>Sanitizers/Disinfectants</td>
<td>30 % off Manufacturer catalog list price</td>
</tr>
<tr>
<td>5.</td>
<td>Specialty Cleaners</td>
<td>20 % off Manufacturer catalog list price</td>
</tr>
<tr>
<td>6.</td>
<td>Powered Janitorial Equipment</td>
<td>10-20 % off Manufacturer catalog list price</td>
</tr>
<tr>
<td>7.</td>
<td>Supplies</td>
<td>25 % off Manufacturer catalog list price</td>
</tr>
<tr>
<td>8.</td>
<td>Hand Soaps</td>
<td>30 % off Manufacturer catalog list price</td>
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<tr>
<td>9.</td>
<td>Ice Melt</td>
<td>20 % off Manufacturer catalog list price</td>
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<tr>
<td>10.</td>
<td>Liners</td>
<td>30 % off Manufacturer catalog list price</td>
</tr>
<tr>
<td>11.</td>
<td>Paper Products</td>
<td>35 % off Manufacturer catalog list price</td>
</tr>
<tr>
<td>12.</td>
<td>Entryway Matting</td>
<td>25 % off Manufacturer catalog list price</td>
</tr>
</tbody>
</table>
Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page.

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**PENALTIES FOR VIOLATIONS**

Contributions of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil Penalties** – Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties** – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."
DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Independent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such Individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.