



2012 1194
Blanket Contract

City of Springfield Blanket Contract Tracer Document

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

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

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			mm	7/27/12
City Comptroller	lls	7/31/12	lls	8/1/12
Law	MS	7/31/12	MS	8/1/12
CAFO		8/2		8/2
Mayor	llg	8.2.12	llg	8.6.12
Office of Procurement				

Vendor No.: 25520 Blanket Contract No.: 20121194 Blanket Contract Date: 6/1/2012

Blanket Contract Amt.: \$10,000,000.00 Issue Date: 6/21/12 Renewal Date:

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

Description of Funding Source:

Bid No.: NA Requisition No.: PO No.:

Vendor Name: DELL

Blanket Contract Type: CITY-WIDE BLANKET CONTRACT- ITC 47

Blanket Contract Purpose: DESKTOP/LAPTOPS/ SERVERS CAT. 2,5 &6

Originating Dept.: CITY-WIDE- OFFICE OF PROCUREMENT

Expiration Date: 5/31/2015 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension

CITY OF SPRINGFIELD CONTRACT FORM FOR USE WITH STATE CONTRACTS

City information:

Department: City-Wide Blanket Contract Chief Procurement Officer: Lauren Stabilo

Vendor information:

Name: DELL Attn: Jill Henderson
Address: One Dell Way, MS RR8-35, Round Rock, TX 78682
Phone #: 512-725-0542 Fax#: E-Mail: jill_henderson@dell.com

State Contract #: ITC 47 (Exhibit # 1) State Contract Expiration Date: MAY 31, 2015

Description of Goods/Services to be provided:

Awarded Category 2, Desktops, Laptops, Netbooks, Tablets. Awarded Category 5, Servers. Awarded Category 6, Project management, maintenance, integration, incidental hardware per ITC 47.

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

2) Term: This Agreement shall commence as of June 1, 2012 and shall continue through May 31, 2015 unless earlier terminated according to this Agreement or Exhibit #1.

3) Compensation:

A) Maximum liability of City: The City's maximum liability under this Agreement shall not exceed Ten Million Dollars (\$10,000,000.00).

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

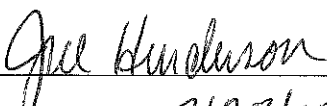

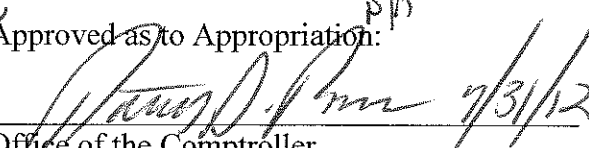
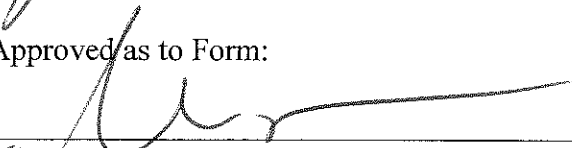
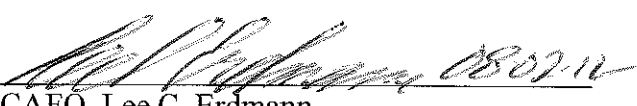
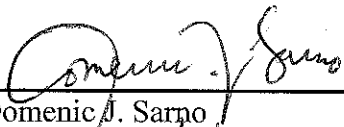
C) The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount set forth in paragraph 3(A).

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

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

- 5) Applicable law and exclusive forum: The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.
- 6) Compliance with laws: The Vendor shall comply with all applicable state, federal and local laws, and all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.
- 7) Extent of agreement: This Agreement together with the State Contract which is incorporated herein by reference, and the Exhibits attached hereto, represent the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Vendor and the authorized designees of the City listed below.

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

DELL  <hr/> Date signed: <u>7/23/12</u>	CITY OF SPRINGFIELD  <hr/> Chief Procurement Officer
<p>Approved as to Appropriation: ^{p/s}  7/31/12 Office of the Comptroller</p> <p>Approved as to Form:  City Solicitor</p>	 08/02/12 CAFO, Lee C. Erdmann
	 <hr/> Mayor, Domenic J. Sarno Date signed: <u>8/13/12</u>

CORPORATE CERTIFICATE

Dell Certificate of Authority attached in lieu of this form

BC #20121194

I, ** _____ A Resident of _____ in

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

Secretary of _____

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

State of _____

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

* _____ (Officer, person-signing on behalf of corp.) _____ (Title)

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

**CITY-WIDE BLANKET CONTRACT WITH THE CITY OF SPRINGFIELD FOR:
LAPTOPS, DESKTOPS, NETBOOKS, TABLETS, SERVERS, PROJECT
MANAGEMENT, MAINTENANCE, INTEGRATION, HARDWARE - PER STATE
CONTRACT ITC 47.**

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

Of such corporation this _____ day of _____ 2012

(Affix)

(Seal)

(Here)

** _____

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

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

CERTIFICATE OF SIGNATURE AUTHORITY

This is to certify that the below named individuals of Dell Marketing, L.P. are authorized to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Marketing, L.P. or any other Dell entity in accordance with Dell's Customer Engagement Management (CEM) Signature Policy for Contracts, Proposals & Services Statement of Work (SOW). This certification shall become effective upon execution and continue until rescinded in whole or in part. If the employment status, title or roles and responsibilities of any of the below named individuals changes then their authority will be revised according to their then current employment status, title or roles and responsibilities. This certification may be rescinded in whole or in part, at any time without prior notice. Interested parties may request an updated certificate by written request to the following address:

Dell Marketing, L.P.
Customer Engagement Management
Contracts, Proposals & Services SOW
Certificate of Authority Request
One Dell Way, Mailstop 8708
Round Rock, Texas 78682

John Lavorato, Director - CEM	Jill Henderson, Contract Manager
Terry Kahler, VP Global Relationship Business Operations	Brian Johnson, Proposal Manager
James M. Coffin, VP & GM - Healthcare & Life Sciences	Beth Jordan, Proposal Manager
Mark Horan, VP & GM - Select Public Accounts	Kate Kauffman, Contract Manager - Services SOW
John Mullen, VP & GM - ESL Major Public Accounts	Liz Killmer, Contract Manager
Joe Ayers, AVP - Federal	Terry Kilpatrick, Proposal Manager
Max Peterson, AVP - Federal	Ashleigh Lane, Contract Manager
Barbara Tormaschy, VP - Finance	David Lane, Contract Manager - Services SOW
Stephen Charette, Director - Finance	Scott Loras, Contract Manager
Libby Essinger, Sr. Manager - Contracts	Melanie Mack, Proposal Manager
Glen McGuire, Sr. Manager - Proposals	Christina McColly, Contract Manager
Jane McKenzie, Sr. Manager - Contracts	Lauren McCosham, Contract Manager
Rich Walsh, Sr. Manager - Contracts - Services SOW	Staci McDonald, Proposal Manager
Kim James, Compliance - CEM	Felicia Middleton, Proposal Manager
Josh Bashara, Manager - Proposals	Stephanie Miller, Contract Manager
Pamala Aschenbrenner, Contract Manager - Services SOW	Heather Mitchell, Proposal Manager
Lorri Bailey, Contract Manager	Clare Mooney, Proposal Manager
Dennis Brand, Proposal Manager	Susan Morgan, Contract Manager
Lesley Braun, Contract Manager	Chris Murphy, Contract Manager - Services SOW
John Billings, Proposal Manager	Kelly O'Shieles, Contract Manager
Kevin Bromley, Contracts Manager	Stan Parish, Proposal Manager
Eric Bufkin, Proposal Manager	Kate Parks, Contract Manager
Solange Calo, Proposal Manager	Phyllis Pate, Contract Manager
Aimee Cantrell, Proposal Manager	Keon Robertson, Contract Manager - Services SOW
Daniela Chambless, Proposal Manager	Tiffany Roper, Proposal Manager
Michelle Chaney, Proposal Manager	Robert Saufferer, Contract Manager
Len Collett, Contract Manager	Brian Sokoff, Proposal Manager
Scott Cruver, Proposal Manager	Susan Spalding, Contracts Advisor
Dennis Daley, Sr. Contract Strategist	Nicholas Stokes, Proposal Manager
Mitchell Duncan, Proposal Manager	Ted Thomas, Proposal Manager
Geoff Easterling, Contract Manager - Services SOW	Christian von Wupperfeld, Contract Manager
Greg Fletcher, Proposal Manager	Teresa Waiden, Contract Manager
Meghan Flisakowski, Proposal Manager	Karen Welty, Proposal Manager
Rebecca Fontane, Proposal Advisor	David White, Contract Manager
Ani Fox, Proposal Manager	Rebecca Whittaker, Proposal Manager
Jody Hahn, Proposal Manager	

Witness my hand on the following day:



Frank Muehleman
Vice President & General Manager, Public Business Group

3/11/2010

Date

COLLUSION OR FRAUD STATEMENT

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

Jill Henderson

(NAME OF PERSON SIGNING BID)

Jill Henderson

(SIGNATURE)

DELL MARKETING, L.P.

(COMPANY)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.



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QUICK QUOTES SOLICITATIONS CONTRACTS FORUMS BUSINESS DIRECTORY JOIN FED STIMULUS RESOURCE

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Vendor(s)

Document Number: ITC47 Issued By: Operational Services Division / IT and Office Procurements

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

Vendor Information

Company Name: Dell Marketing L.P.
 Doing Business As (DBA): Dell Computers
 Programs:
 Comments: Cat 2,5,6 (Desktops/Laptops, Services, Cat 6 no resales)
 Name: Jill Henderson
 Title:
 Address 1: One Dell Way
 City: Round Rock
 State or Province: TX
 Postal Code: 78682
 Country: US
 Phone1: 512-725-0542
 Phone2:
 Phone3:
 Fax1: 512-283-0542
 Fax2:
 E-mail: jill_henderson@dell.com
 Website:
 Effective Start Date: 2012-06-11 15:59:00.0
 Effective End Date: 2017-03-31 23:59:00.0
 Vendor Code 1: VC6000262232
 Vendor Code 2: 41

Vendor Documents

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

Select All on this Page

Download Files Selected on this Page

CENTER

Quick Tips...

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

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

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

To access files attached on a displayed page, either:

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

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

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

the
additional
files.

7 items found, displaying all items.

Select	<u>Upload Date</u>	<u>Document Description</u>	<u>View</u>
<input type="checkbox"/>	06/11/2012	Cat 2 - Labor rates, standard configs, discounts	
<input type="checkbox"/>	06/11/2012	Cat 2 - Post warranty and end-of-life services	
<input type="checkbox"/>	06/11/2012	Cat 5 - Labor rates and equipment discounts	
<input type="checkbox"/>	06/11/2012	Category 5 - Post warrant and end-of-life services	
<input type="checkbox"/>	06/11/2012	Cats 2, 5 - Addl terms, changes allowed to standard configs	
<input type="checkbox"/>	06/11/2012	Category 6 - Services and qualifications	
<input type="checkbox"/>	06/11/2012	Category 6 - Labor rates	

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Summary

Document Number: ITC47 Issued By: Operational Services Division / IT and Office Procurements

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

Document Title: Information Technology Hardware, Project Management, Integration, and Maintenance

Document Status: ACTIVE

Version: 00011

Amendment Reason: VENDORS TAKE NOTICE. Report templates have been posted for reports due August 15, 2012, and quarterly thereafter.

Estimated Value (US\$): 630,000,000.00

Small Procurement - Estimated Value \$5,000 to No \$150,000:

Estimated Units: Not Available

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

Start Date: 04/01/2012 12:01AM

Last Changed Date: 06/16/2012 09:30PM

End Date: 03/31/2017 11:59PM

Award Date: 04/01/2012 11:59PM

Max End Date: 03/31/2019 11:59PM

Issuer *may* exercise renewal options. See Rules tab for renewal information, if any.

Comm-PASS Information Technology - Related Equipment, Services & Category: Supplies / EQUIPMENT and SERVICES-Computer Hardware

Procurement Type: Open to All Eligible Public Entities

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

Procurement Law:

Statewide Contract: Yes **Contains Federal Stimulus:** No **Contains EPP:** Yes
Contains MBE/WBE/DBE: Yes **Contains Prompt Pay Terms:** Yes **Seek Quotes:** Recommended

Search Key Words: personal computer, laptop, desktop, netbook, IT equipment, IT products, IT hardware, IT accessories, statewide, marge, macevitt, servers, storage, solutions, ITC47, Homeland Security, marge macevitt

Description: This contract covers desktops, laptops, servers, storage solutions, computer supplies and accessories, and hardware related services such as maintenance and integration. AS OF 4/11/2012, CONTRACTS HAVE NOT YET BEEN EXECUTED WITH ALL BIDDERS SELECTED FOR AWARD. CONTRACTS WILL BE ADDED OVER THE NEXT SEVERAL DAYS. Please see the Forms & Terms tab for information on the current status of all bidders selected for award. The OSD Update and companion documents, also on the Forms & Terms tab, provide guidance and requirements for contract usage. This contract replaces ITC16, ITC16a, ITC36 and ITC44, with the exception of Apple products (ITC44); and Printers (ITC44, Hewlett-Packard, Dell, IBM, and Xerox). The contract is divided into several Categories. The "Description" field on the Vendors tab shows which vendors are awarded in each Category. Category 1 - There is no Category 1 (the Category numbers from ITC16a were used for like Categories under ITC47; Category 1 under ITC16a was ITC16, now combined with Category 6). Category 2 - Desktops, Laptops, Netbooks,

Quick Tips...

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

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

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

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

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

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

To access files attached on a displayed page, either:

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

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

Tablets. Category 3 - Off-lease (used) computers, a NEW Category. Category 4 - Storage Solutions. Category 5 - Servers. Category 6 - Project management, integration, maintenance, incidental hardware, sales of IT products from other ITC47 Categories and other IT-related Statewide Contracts at no markup. Category 7 - Supplies and accessories (Category 7 under ITC16a was for Apple products that are now available under ITC44, ITC47 Category 7 replaces ITC36).

files.

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

Related Solicitation ITC47
Number:

CONTRACT TITLE and Number:

ITC47 - IT Hardware and Services

Contract Categories

Category 2 - Desktops, Laptops, Netbooks, Tablets

Category 3 - "Off Lease" computers

Category 4 - Storage Solutions

Category 5 - Servers

Category 6 - Project management, maintenance, integration, incidental hardware, sales from other Co

Category 7 - Supplies and Accessories

Select your company's Category(ies) from dropdown box in E9:

CONTRACTOR INFORMATION

Company Name:

Your Company Name

Contact Person:

Contact Person's Phone Number/Email:

Reporting Dates: FY12 Quarter 4 (April 1, 2012 - June 30, 2012)

Completing the Report - Vendor Instructions

Choose the time period for which you are completing this report from the dropdown box in c

Complete this cover sheet and tabs A, B, and C.

Email reports to: marge.macevitt@state.ma.us

Please email Marge if you hav

Email subject should be "ITC47-YourCompanyName"

This report is for ITC47 work only. If your company is still billing under a previous contract, ITC16a, that should be reported on the report template from the Forms & Terms tab of the ap contract (modify dates accordingly).

Recommendation: Complete this page, and review the remaining tabs. Hide (but do not del do not pertain to the Categories under which your company was awarded. Save the spreads engagement data. Use that spreadsheet as your template for future reports.

intract Categories

If you have entered a new Company Name,
select previous name from dropdown box in F13.

Previous name

Report Due Date: 8/15/2012

cell C16. Reports are due on the "Report Due Date" in cell g16.

For any questions, or call her at 617-720-3121.

such as
applicable

etc) the columns that
sheet without any

ITC47 – Goods and Services Available under Contract and Excluded Items

ITC47 – Eligible Products						
Desktops/Laptops/Netbooks/ Tablets	"Off-Lease" (used) Computers	Storage Products	Servers	Products that can be purchased from ITC47 Categories 2, 4, and 5, and Incidental Hardware	IT Accessories and Supplies	
CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6	CATEGORY 7	
<p>Manufacturers: Dell, HP and Lenovo</p> <p>Equipment:</p> <ul style="list-style-type: none"> ■ Desktop ■ Laptops ■ Netbooks ■ Tablets <p>Products include desktop, laptop, netbook and tablet computers.</p> <p>Peripherals available are those major sub-system components or equipment necessary for the customary operation these products, which may include, but are not limited to: local storage, input and output devices, printers, controllers, ancillary devices and accessories, memory boards, incidental hardware.</p> <p>Category 2 Contractors may also market their own mobile computing devices under this category, with the exception of cell phones/smart phones.</p>	<p>^vOff-Lease" (used) desktops/laptops</p> <p>Dell, HP, Lenovo, Fujitsu, or other top manufacturer</p> <p>See Comm-PASS "Vendors" tab for Contractors.</p>	<p>Manufacturers: EMC, NetApp, IBM (Oracle may be added at a later date)</p> <p>Equipment:</p> <ul style="list-style-type: none"> ■ SAN and NAS ■ Subsystems <p>Products include storage systems and subsystems that provide a data repository for enterprise systems to which they are attached.</p> <p>These systems include Storage Area Network (SAN) systems and Network Attached Storage (NAS) devices, peripherals and ancillary devices, which are defined as major sub-system components or equipment necessary for the customary operation of the system. Examples: Hard disk systems and storage arrays, controllers, storage switches and other networking equipment essential to the operation of the system, incidental hardware.</p> <p>Contractors awarded in Category 4 may sell storage solutions to work with other OEM's servers.</p>	<p>Manufacturers: Dell, HP, IBM</p> <p>Equipment:</p> <ul style="list-style-type: none"> ■ Workstation ■ Enterprise ■ Mainframe <p>Products include workstations, servers and/or enterprise servers including mid-range or large scale mainframes with operating systems that support multiple concurrent users.</p> <p>Peripherals available are major sub-system components necessary for the customary operation of the servers including, but not limited to: storage, (including the types of storage solutions covered by Category 4), input and output devices, controllers and ancillary devices, UPS, expansion cabinets specific to the server, tape drives/librarians, processor cards (blades and chassis), incidental hardware.</p> <p>Category 5 Contractors may also market their own storage solutions products under this category.</p>	<p>See Comm-PASS "Vendors" tab for Contractors.</p> <ul style="list-style-type: none"> ■ Desktops, Laptops, Servers, & Storage <p>Contractors authorized by the OEM to do so may resell the products available under Categories 2, 4 and 5. The products provided must be the identical models, brands and configurations offered under ITC47 categories 2, 4, and 5 at a price no higher than the eligible entity could obtain in the same equipment directly from the OEMs. Apple products available under ITC44 may be sold if authorized by Apple, at a price not exceeding what the eligible entity would pay if acquiring the product directly from Apple under ITC44. No other types of desktops, laptops, servers or storage systems may be obtained under ITC47.</p> <ul style="list-style-type: none"> ■ Tablets and similar devices, other than Apple products (see above), ONLY if purchased without any type of plan for cellular network connection. ■ Cameras and whiteboards ONLY as part of a desktop/laptop purchase, with no more than two cameras and one whiteboard per computer purchase. ■ Other IT hardware, provided that it is not a core product offered under a different statewide contract ("Incidental Hardware") AND has a UNIT COST of less than \$300,000. Please see below for excluded products. ■ Supplies and Accessories (see list under Category 7), ONLY as part of a larger system purchase OR in quantities of 5 or fewer (larger quantities of supplies and accessories purchased independently of a larger system purchase must be obtained from Category 7, Supplies and Accessories). <p>Note the products which are excluded from sale under this Contract below, as well as products that can be purchased in "Project Management mode (also known as "one-stop shopping"). This refers to products/services that the Category 6 Contractor obtains from another Statewide Contract and provides as a pass-through with no markup, i.e., at the same price the Eligible Entity would pay if purchased from the other Statewide Contract.</p>	<p>See Comm-PASS "Vendors" tab for Contractors.</p> <p>Input/Output: Keyboards, Mice, Monitors, Printers, Barcode readers and other data collection devices, barcode and other labels, Storage: Internal and external drives, including Hard, Floppy, Optical, USB, Flash, CD, DVD, other drives; magnetic tape readers, data cartridges and cassettes, and associated supplies (diskettes, CDs, DVDs, magnetic tapes, cleaning tapes and supplies); Cables: Internal, External; Cards: Video, Network, Power related; UPS, Batteries, Power Supplies; Printer supplies ONLY if unavailable through OFF32, which includes a wide variety of new and remanufactured supplies for all of the top printers (12 OEMs), Memory (RAM), System Boards, Modems, Adapters, Other: laptop carry cases and docking equipment, computer racks and housing, security locks and devices, specialized computer tools and kits, technical books and manuals, other desktop, laptop, server, network and related supplies.</p> <p>*Note the products which are excluded from sale under this Contract below.</p>	

ITC47 - Eligible Services

CATEGORIES 2 (Desktops/laptops), 4 (Servers) and 5 (Storage)	CATEGORY 6 (Project Management, Maintenance, Integration and Incidental Hardware)	CATEGORY 7 (Supplies and Accessories)
<ul style="list-style-type: none"> ■ Planning and purchasing support ■ Warranty support ■ Other maintenance and support ■ Installation ■ Integration ■ Training <p>Contractors, upon request, are expected to provide any or all of the above services relative to their own equipment.</p>	<p>Eligible Services:</p> <ul style="list-style-type: none"> ■ Project Management (This includes "one-stop shopping" whereby products/services are ordered from a variety of Statewide Contracts or contract categories by the Category 6 contractor, who will provide these at the same price as if purchased by the Eligible Entity directly from the OEM or other Statewide Contractor. This replaces the "Project Management" contract ITC16. When operating in "one-stop shopping" mode, Category 6 contractors may only bill on their own account for project management services, all other billing is "pass-through" to other contractors.) See the next page for contracts eligible for "one-stop shopping" services and the exclusions that apply. <p>The following services may be provided <u>directly</u> by the Category 6 vendors without going through another contract:</p> <ul style="list-style-type: none"> ■ Network Integration ■ Deployment and Integration Services ■ Installation ■ Support Programs (backbone, post installation support, maintenance, warranty) ■ Maintenance and support for broad range of installed IT equipment (hourly or by contract) ■ Engineering services (installation, integration, deployment, training) ■ Image Management Services (hard drive) ■ Help Desk Services ■ "Incidental" non-construction, low-voltage cabling. "Incidental" cabling is defined as the total number of links to channel cable runs not exceeding ten percent (10%) of the total number of existing cable installations or \$2500, whichever represents the lesser dollar amount. <p>Category 6 Contractors that provide IT hardware equipment to the Eligible Entity must provide the same service levels required of the OEM.</p>	<ul style="list-style-type: none"> ■ Purchasing assistance (help Eligible Entities find products), provide quotes as requested

ITC47 CONTRACT PRODUCT AND SERVICE EXCLUSIONS and PRODUCT/SERVICES AVAILABLE FROM OTHER STATEWIDE CONTRACTS IN "PROJECT MANAGEMENT" OR "ONE-STOP SHOPPING" MODE

Contractors are prohibited from offering the following products and services for sale under ITC47:

- Desktops and laptops other than Dell, HP, Lenovo and Apple (Apple only via "one-stop shopping" from ITC44).
- Storage Solutions manufactured by OEMs other than EMC, IBM and NetApp, and, if added to ITC47, Oracle, EXCEPT that Servers (Category 5) may be purchased with, or augmented with, storage systems made by other OEMs.
- Servers from OEMs other than HP, IBM, Dell
- Software development (available through ITS43)
- Web hosting or any Internet Service Provider Services (available through ITT37)
- Telephone services including: Centrex Services (ITT18); Telephony & Data services (OEMs including Avaya, Cisco, Nortel, Alcatel, NEC and VerticalWave), with services also available for Ericsson, Intel, Mitel, and VerticalComdial (ITT29).
- IP Telephony and other voice/data services offered under ITT09 and ITT29
- Any voice/data or cellular plan with charges for voice or data usage
- Tablets or other mobile devices if purchased with any type of cellular connection plan (voice or data). These are available from ITT09 or replacement contract.

The following items may not be obtained under ITC47 except from Category 6 Contractors in "one-stop shopping" mode (i.e., pass-through from another Statewide Contract with no markup). "One-stop shopping" use of other Statewide Contracts is not permitted unless services available directly from ITC47 are being obtained also, see specific restrictions below for each of the various contracts.

- Software licenses available through ITS42 (Reseller contract), ITS19 (Oracle Contract), ITS41, (IBM contract), or ITS48 (ESRI contract). Since the ITS42 resellers can obtain virtually any type of software, very little software can be purchased under ITC47. The exceptions are a) software required for the hardware to operate at all, such as operating system software, b) software that only operates on specific hardware and is not sold separately from that hardware, and c) K-12 schools and school districts may purchase ONE copy of application software with each complete desktop/laptop system, provided that it is part of a single purchase with one vendor (for example, a desktop with the MS Office Suite, Virus Protection and Adobe Printshop could be obtained as a single purchase from one vendor)
- Checkpoint/Nokia firewalls and other Checkpoint/Nokia products/services. These are available under ITC10.
- Networking/Communications products available under ITT29, including those manufactured by the following: Alcatel, Avaya, Cisco, Ericsson, Intel, Mitel, NEC, Nortel, Seimans, Vertical Wave
- Cabling services: Non-construction, Low-Voltage cabling (ITC45), except as provided on the second page of this guide under "Eligible Services"

Additional contracts that may be used in "One-stop shopping" mode when purchasing a complete system solution:

The following contracts may only be used for "one-stop shopping" as part of a complete system solution, where services/products obtained directly (not in "pass-through" mode) from the ITC47 contractor are essential to the solution, and where any devices to be purchased will a) be network-attached and b) rely on network attachment to provide solution functionality. If this is not the case the other respective contracts must be used and the equipment/services may not be purchased through ITC47.

- Audio/Visual/Multi-media equipment available under OFF30 ~~and/or OFF30A~~ (for example, projection screens, other presentation equipment, televisions, cameras, loudspeaker systems, and other AV devices. Please see OFF30 as the list of AV equipment available is too extensive to list here), except as provided on the first page of this guide under "Eligible Products"
- Copiers, faxes and digital duplicating equipment and associated supplies and services from OFF32
- Security products offered under FAC64 (such as security cameras and access control systems).

This list may be updated from time to time based on changes in OSD Statewide Contracts or if it is determined that additional Statewide Contracts should be made available under "one-stop shopping" mode.

OSD Update

The Operational Services Division
One Ashburton Place, Room 1017
Boston, MA 02108

12-17c

To: Departments Heads, Affirmative Market Coordinators, POS Contract Managers, PMT Members, Chief Financial Officers, and MMMARS Liaisons

From: Marge MacEvitt, Procurement Manager

Date: 6/11/2012

RE: IT Hardware (ITC47) Desktops, Laptops, Storage Solutions, Servers, related IT equipment and services

Contract #: ITC47

MMARS #: ITC47

Contract Contains: SBPP: SDO: EPP:

Purpose of Update:

This Update announces a new Statewide Contract for desktops, laptops, storage Solutions, servers and related IT equipment and services, ITC47. It replaces ITC16, ITC16a, ITC36 and parts of ITC44.

Changes since previous version include: Increase to threshold for requesting quotes under Category 7, Accessories and Supplies from \$500 to \$5,000, addition of Dell to Contract (Desktops, Laptops, Servers, more)

Contract Information:

Contract Description:

This contract covers desktops, laptops, servers, storage solutions, computer supplies and accessories, and hardware related services such as maintenance and integration. As of 6/8/2012, Contracts have been executed with all bidders selected for award except Oracle (Storage Category). Oracle's contract may not be executed for some time. The OSD Update and companion documents, also on the Forms & Terms tab, provide guidance and requirements for contract usage. This contract replaces ITC16, ITC16a, ITC36 and ITC44, with the exception of Apple products (ITC44), Printers (ITC44: Hewlett-Packard, Dell, IBM, and Xerox). The contract is divided into several Categories. The "Description" field on the Vendors tab shows which vendors are awarded in each Category.

- Category 1 - There is no Category 1 (the Category numbers from ITC16a were used for like Categories under ITC47; Category 1 under ITC16a was ITC16, now combined with Category 6)
- Category 2 - Desktops, Laptops, Netbooks, Tablets
- Category 3 - Off-lease (used) computers, a NEW Category
- Category 4 - Storage Solutions
- Category 5 - Servers
- Category 6 - Project management, integration, maintenance, incidental hardware, sales of IT products from other ITC47 Categories and other IT-related Statewide Contracts at no markup
- Category 7 - Supplies and accessories (Category 7 under ITC16a was for Apple products that are now available under ITC44, ITC47 Category 7 replaces ITC36)

"Available Products and Services," posted under this Contract's Forms & Terms tab on Comm-PASS, provides details regarding allowable and prohibited products and services. This document must be used as a companion document with this OSD Update.

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

Transition to ITC47

If you need to obtain storage solutions from Oracle within the near future, please email marge.macevitt@state.ma.us.

Ordering information and websites

Because contracts have only recently been executed, contractors do not yet have their Massachusetts-specific websites available. Contact the vendors for quotes and ordering assistance. Website links will be added to the Vendors tab as available.

Outstanding Purchase Orders for ITC16a

Purchase orders that have already been issued will be processed by the vendors under the terms of ITC16a and Eligible Entities will be able to pay for these items using funds encumbered under ITC16a.

Service Contracts under ITC16a

If you have service contracts that go beyond 3/31/2012 you may continue to use them. ITC16a is among the contracts where services can extend beyond the underlying Statewide Contract. The Comptroller's Office has an override process to allow new encumbrances to be processed. No new services agreements may be entered into under ITC16a and existing agreements cannot be extended.

Contract Duration:

The contract period is from 4/01/2012 to 03/31/2017 with options to renew until 03/31/2019.

Contract Manager:

Marge MacEvitt, Sourcing Lead
Operational Services Division
One Ashburton Place, Room 1017
Boston, MA 02108-1552
Phone: 617-720-3121
Fax: 617-727-4527
Email: marge.macevitt@state.ma.us

Team Members:

Karen Catalozzi	Executive Office of Energy and Environmental Affairs
Brad Steele	Information Technology Division
David Harvey	Department of Public Health
Robert Howell	Springfield School District
Jim Morrison	University of Massachusetts Boston
Rachelle Hersey	Administration and Finance
Robert Stone	Randolph Public Schools

Eligible Entities:

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

Contractor Information:

For the most up-to-date, accurate and complete listing of authorized contractors and related program participation statuses, locate the Active Contract record and select the Vendor(s) tab. The Forms & Terms tab also has an Excel Spreadsheet showing all awarded Bidders and which Categories they are on, as well as current Contractor status. The list also has email addresses that can be used for easily requesting multiple quotes when required.

How to use the contract

Major differences from previous contracts

Standard configurations have been developed for desktops and laptops. These configurations offer substantial savings over "build to order" configurations and should be used whenever possible. Users may find that it is less expensive to buy a more powerful system than to special order a less powerful system.

The "one stop shopping" previously available only to K-12 schools and libraries under ITC16 is now available to all contract users via Category 6. Under this model, Eligible Entities can order products and services from a Category 6 vendor who will obtain them from other ITC47 Categories and other Statewide Contracts, at the same price the Eligible Entity would pay if purchasing directly from the other contracts. The Category 6 vendor providing this service would be allowed to charge a "project management" fee.

Seeking quotes from multiple vendors is now required in some cases, rather than recommended.

The "Supplies and Accessories" Category must be used when buying supplies or accessories in quantities greater than 5, except if they are to be used with desktops/laptops being purchased at the same time.

OEM products are under ITC47 rather than ITC44. Agencies should no longer purchases desktops, laptops, storage solutions or servers from ITC44, except for the following:

- Apple products and services
- HP, Dell and Xerox printers

Until Dell has been added to ITC47, ITC44 may continue to be used for Dell desktops, laptops and servers.

Category 2 – Desktops, Laptops, Netbooks, Tablets

Only Dell, HP, and Lenovo Desktops, Laptops and Netbooks may be obtained under ITC47. Tablets made by other manufacturers may be purchased under Category 6. Tablets which will have a calling or internet usage plan must be obtained from ITT09 or the successor contract. If use of a calling or internet usage plan is likely in the near future, Eligible Entities must request quotes from ITT09 vendors, who may offer the equipment at a substantially lower price if purchased with a usage plan.

All OEMs have indicated that additional discounts may be available if purchasing 100 or more units. Quotes must be requested from all three OEMs for quantities of 100 or more, unless the Eligible Entity has standardized on one type of equipment and support requirements for multiple types of equipment would outweigh potential cost savings. In cases where the Eligible Entity has standardized and will only consider products from one of the OEMs, for quantities over 100 the Eligible Entity must contact the Account Representative for that OEM and request an additional discount, rather than submitting an order through the website. Although additional discounts may not always be offered, there is an excellent chance that they will be.

Prices vary considerably among the three OEMs, as follows (prices shown are AFTER discount has been applied):

	Desktop 1	Desktop 2	Desktop 3	Laptop 1	Laptop 2	% Discount Standard Configs	% Discount Non-Standard Configs	% Discount Components
Dell	\$675.20	\$787.28	\$1,263.66	\$976.27	\$1,337.45	31%	11%	5% - 11%*

HP	\$570.72	\$649.44	\$988.80	\$813.10	\$1,003.45	52%	3% - 14%*	3% - 14%*
Lenovo	\$623.28	\$701.68	\$1,190.00	\$967.68	\$1,331.68	44%	30%	20%

*Dell discount depends on component and
Hewlett-Packard discount depends on
configuration

Details of configurations are attached to each Vendor's record on the Vendors tab.

Additional Terms:

- Quote turnaround time:** Maximum 2 days
- Equipment delivery:** Maximum 30 days
- Free telephone support:** 3 years, 4 hour response to call
- Warranty:** 3 years parts and labor, 4 hour response to call, next business day on site response time from call-back
- Freight charges:** Allowed only if identified in quote

Category 3 – “Off-Lease” Desktops and Laptops

Vendors may only sell desktops/laptops made by top-rated manufacturers, including Dell, HP, Lenovo and Fujitsu. If the vendors have websites, these will appear in the Vendors tab. Contact the vendors for pricing and to determine what equipment they have in stock. Vendors may charge a maximum markup over the invoice price for which they purchased the equipment, see below.

Quotes must be requested from all three Contractors for orders of 10 computers or more. Although the maximum markups are set by each vendor's contract, there may be significant variations in the costs paid by the vendors to obtain the computers depending on a variety of factors, so the vendor with the lowest markup may not have the best price for any particular order.

Additional Terms:

	Warranty (via mailing replacement parts)	Markup
First World dba Terminal Exchange	5 yrs	6%
PC Enterprises dba Baystate Computers	5 yrs	6.50%
IT Xchange dba Partstock Computer	6 yr desktop, 4 year laptop	7% - 14% depending on age of equipment

- Quote turnaround time:** Maximum 2 days
- Equipment delivery:** Maximum 30 days
- Free telephone support:** Yes
- Installation:** Available at additional charge
- Freight charges:** Allowed only if identified in quote

Category 4, Storage Solutions and Category 5, Servers

See the price sheets attached to each vendor's record on the Vendor's tab. All vendors have indicated that the discounts shown are minimum discounts and that specific orders can be eligible for larger discounts. Some are willing to provide discounts for aggregated purchases where they will accept purchase orders from multiple purchases over a period of time.

- Quote turnaround time:** Maximum 2 days
- Equipment delivery:** Maximum 30 days
- Free telephone support:** 3 years, 4 hour response to call

Warranty: 3 years parts and labor, 4 hour response to call, next business day on site response time from call-back (extended warranty and faster response times available by agreement)

Freight charges: Allowed only if identified in quote

Category 6, Project Management, Maintenance, Integration, Incidental Hardware

Please see "Available Products and Services" on the Forms & Terms tab for items available under this Category. Note that not all Category 6 vendors can provide all types of products/services available. The "Bidders by Category" spreadsheet on the Forms & Terms tab identifies any service restrictions. Restrictions are also shown on the Vendors tab on the Comm-PASS ITC47 Contract.

The "Available Products and Services" document refers to products/services that may be purchased "if authorized by OEM." The ITC47 OEMs have each been asked to complete a matrix showing which ITC47 Category 6 vendors are authorized to resell their products and services. When completed these will be available under the Forms & Terms tab.

All ITC47 Category 6 contractors have been designated to be able to obtain goods and services from other IT-related Statewide Contracts and other Categories of ITC47 at the same price any Eligible Entity (Commonwealth contract user) would pay. They may provide these goods and services to Eligible Entities as a pass-through, with no markup. They may charge a "Project Management" fee to coordinate orders and perform other tasks relative to an order. This provides all Eligible Entities with the ability to have "one-stop shopping" in that a single purchase order can be used to obtain goods and services from multiple contracts. However, ease of use must be weighed against project management charges, particularly for large orders.

Category 6 contractors may mark up goods and services obtained from sources other than Statewide Contracts; the maximum markup allowed is shown in a document attached to each vendor's records on the vendor's tab. However, since some vendors may be able to acquire particular goods and services less expensively than others, a lower markup does not guarantee a lower price.

Hourly rates for services are shown on an attachment to each Vendor's record on the Vendors tab ("Labor rates").

This contract may not be used for supplies and accessories available through Category 7, Supplies and Accessories, except if:

1. The number of units of a particular type is 5 or less
2. Supplies/accessories are being purchased as part of an order for desktops/laptops for use with the systems being ordered.

Additional contract terms:

Quote turnaround time: Maximum 2 days
Equipment delivery: Maximum 30 days
Free telephone support: If offered by manufacturer
Warranty: As offered by manufacturer
Freight charges: Allowed only if identified in quote

Quote and Approval Requirements for Category 6

Requirement to request 3 quotes

The dollar limit set forth below governing when quotes are required is intended to strike a balance between the convenience, time savings, efficiency and other benefits associated with being able to award work to a contractor without going through a quote process, against the possibility that seeking multiple quotes would result in cost savings that would outweigh those benefits.

OSD and the Sourcing Team are interested in hearing from Eligible Entities who use the contract regarding whether the dollar limit is too high or too low. To this end, we would like to hear from users if:

- You requested quotes for orders \$50,000 or more and did NOT find that the savings outweighed the overhead associated with the quote process. For this information to be useful, it will have to be specific (include copies of quote request, quotes received, and drawbacks of using the quote process such as project delays or time required to address complaints by non-selected bidders).

- You requested quotes (regardless of the dollar amount) and found that the savings DID outweigh any drawbacks associated with using the quote process. Again copies of the quote request and quotes would be needed.

We are prepared to modify the dollar limit for quotes if it would serve the goals of improving the contract for our users while obtaining the best value for the Commonwealth. Also, if there is a compelling case that seeking three quotes would have a negative impact on a project, Commonwealth agencies may email marge.macevitt@state.ma.us to request a waiver of the quote requirement. Waivers will be granted only in unusual circumstances.

Eligible Entities must request quotes from at least 3 contractors for orders with a total of \$50,000 or more, excluding the cost of "pass-through" goods/services from ITC47 OEMs and ITT29 Named Brands¹. "Pass-through" goods from the ITC47 OEMs are defined as Desktops/Laptops from Dell, HP, or Lenovo, Storage Solutions from EMC, IBM, or NetApp, and Servers from Dell, HP, or IBM.

Example 1: An order placed with a Category 6 contractor consists of:

50 HP Config 2 laptops @ \$1,003.45 (ITC47 OEM "pass-through")	= \$50,172.50
Cisco 12000 4-slot router	\$10,440.00
Services and associated items provided by ITC47 Cat 6 contractor	= \$10,000.00
Total order	= \$60,172.50

No quote required due to ITC47 OEM pass-through and ITT29 Cisco router exclusion, since the laptops and router may be deducted from the order cost for the purposes of determining if 3 quote requests are required.

Example 2: An order placed with a Category 6 contractor consists of:

Incidental hardware (NOT ITC47 OEM "pass-through")	= \$40,000
Services provided by ITC47 Cat 6 contractor	= \$15,000
Total order	= \$65,000

Quote required, \$50,000 or more with no ITC47 OEM "pass-through" exclusion.

OSD approval required

"Incidental hardware" items with a unit cost of \$50,000 or more must be approved by OSD's contract manager.

"Incidental hardware" refers to hardware items that are not available as core products from ITC47 or other IT-related Statewide Contracts. Send an email to marge.macevitt@state.ma.us describing the item, the price, and the number of items to be acquired. This dollar amount may be adjusted over the life of the contract based on experience.

Not allowed

"Incidental Hardware" items with a unit cost of \$300,000 or more.

Category 7, Supplies and Accessories

Eligible Entities must request quotes from at least 3 contractors for orders with a total of **\$5000** or more.

Please see "Available Products and Services" for items available under this Category. This Category must be used when purchasing supplies/accessories in quantities greater than 5, unless they are being purchased as part of an order for desktops/laptops for use with the systems being purchased.

Contractors have a maximum allowable markup over their invoice cost for accessories and supplies. However, because the contractor's cost to obtain the accessories and supplies may vary due to a variety of factors, the lowest markup may not result in the lowest cost, which is the reason for the requirement to request multiple quotes. CDW's markup is 3% to 4% and both PJ Systems and First World have a markup of 3%. Returns must be made in 30 days.

Additional terms:

Quote turnaround time: Maximum 2 days

Delivery: Maximum 10 days

¹ "Named brands" on ITT29 are: Alcatel, Avaya, Cisco, Ericsson, Intertel, Mitel, NEC, Nortel, Seimans, Vertical Wave.

Freight charges: Allowed only if identified in quote

Price & Acquisition

This Statewide Contract provides the following acquisition methods:

- Outright purchase of equipment
- Rental of Equipment for temporary use (maximum of 6 months)
- Fee for Service (maintenance/integration services)
- Term leasing (leased equipment returned at end of lease) is not an option under ITC47. Statewide Contract ITC02 (or successor) is used for term leasing of IT hardware equipment and Executive Departments are required to lease computer equipment utilizing ITC02. For more information, go to Information Technology Division's [Leasing Guidelines for Executive Office Agencies](#).

Other Contract Provisions

Sale of EPEAT Registered Equipment

All desktops, laptops, and computer monitors procured under this contract are required to have achieved Silver registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT). EPEAT is a procurement tool designed to help large volume purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680). The registration criteria and a list of all registered equipment are provided at <http://www.epeat.net>.

On rare occasions when no EPEAT Silver equipment model meets the special and specific performance requirements set by the Eligible Entity, Contractors may sell equipment that is not compliant with the requirement above but, in such cases, must do the following:

- ⇒ Consider EPEAT Bronze equipment for compliance with the Eligible Entity's needs before considering non-EPEAT registered equipment
- ⇒ Inform OSD Contract Manager of the name of the agency or department procuring the equipment, the specific and special needs that could not be met by EPEAT Silver or higher registered equipment, and the quantity of units sold to that Eligible Entity.

Over the duration of the contract, as new equipment categories are added to EPEAT, the PMT reserves the right to set requirements for equipment in those categories to be EPEAT registered, as well as to specify the required EPEAT registration level and the dates after which non-registered equipment may not be sold.

Energy Star Technology Equipment and Guidelines

In order to reduce energy costs and comply with the Commonwealth's climate protection goals, all eligible entities are **instructed** to:

- ⇒ Maintain and use Energy Star power management features on any existing and newly purchased computer hardware and other electronic equipment.
- ⇒ Turn off desktop computers and other electronic equipment when not in use and/or overnight.

In order to assist eligible entities in these actions, all ITC47 Contractors have the following requirements (where applicable):

- ⇒ All equipment covered by the Energy Star program must comply with the most recent set of U.S. Environmental Protection Agency's and the Department of Energy's Energy Star specifications in product categories where such specifications exist. Such product categories, include, but are not limited to: desktop computers, notebook computers, tablet PCs and monitors.
- ⇒ All such equipment must be shipped with the Energy Star features enabled. It is desirable that all Energy Star qualified products should have the Energy Star label or substitute affixed to any equipment covered by such guidelines (<http://www.energystar.gov/>).power management features enabled.
- ⇒ All installation, service and any other technical support must ensure that the power management features remain installed and functional at all times and the energy efficiency of the installed product is maximized.

- ⇒ Treat the malfunction of power management or duplexing features as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.
- ⇒ All product-related training delivered under the contract must include information on the benefits and use of Energy Star power management features and the proper recycling and/or reuse of the equipment.

Over the duration of the contract, as new Energy Star specifications are issued for current or new equipment categories, the PMT reserves the right to set requirements for equipment in those categories to be Energy Star compliant as well as to specify the dates after which non-compliant equipment may not be sold.

It is the intention of the Commonwealth to issue power management policy and standard for computer equipment, including applicable Energy Star settings for standby and/or sleep mode. All equipment that is specially imaged or otherwise altered for the Eligible Entity under the contract must comply with such guidelines.

What to do with used computer equipment

Eligible entities purchasing new equipment should dispose of the used hardware in environmentally responsible ways.

1. **Use your organization's surplus property policies and procedures.**
State agencies **must** utilize the State Surplus Property Program available at the OSD home page at www.mass.gov/osd.
2. **Use the statewide contract for the disposal of electronic equipment (FAC53).**
Statewide Contractors offer pick-up and disposal services for used computer equipment. Please visit the Comm-PASS page for Statewide Contract # FAC53 for information on pricing.
3. **Explore take-back services offered by ITC47 contractors.**
The vast majority of contractors offer take-back and environmentally safe disposal services for used computer equipment. The programs range in terms and associated costs. Some of the programs offer disposal services for specific equipment types at no cost while others charge an upfront disposal fee that may later be offset by revenue generated from the resale of recycled hardware components.

Performance Measure & Vendor Reporting Requirements

Bidders must provide quarterly reports on contract activity. Eligible Entities may report any issues with contractors to marge.macevitt@state.ma.us. Complaints will be monitored and corrective actions taken if warranted.

Location of Additional Information

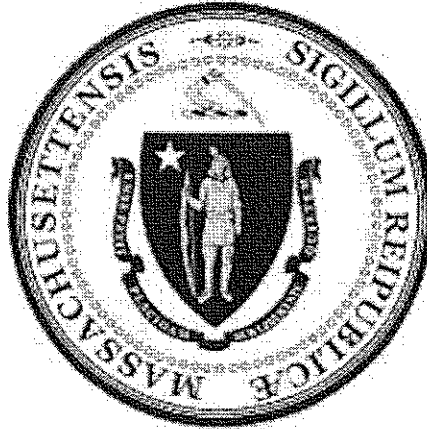
The RFR is posted on the Forms & Terms tab. Vendor pricing and other information is attached to each Vendor's record on the Vendors tab. The Forms & Terms tab includes a document entitled "Available Products and Services" that details the products and services available under each Category. A "Bidders by Category" spreadsheet identifies the Contractors in each Category including their Contract status. The spreadsheet also includes Vendor email addresses to facilitate quote requests.

To locate the Contract:

- Go to www.comm-pass.com;
- Select the "Search for a contract" link (near bottom of page)
- Enter ITC47 as the Document Number
- Select the results link which appears at the top of the page indicating the number of contracts that meet the search criteria;
- Select the View icon (eyeglasses) next to the ITC47 contract
- Select the "Forms & Terms" tab to access the OSD Update and other contract information, select the Vendors tab for pricing and other vendor-related information.

OPERATIONAL SERVICES DIVISION

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



Document Title: Information Technology Hardware, Project Management, Integration, and Maintenance

Document Number: ITC47

October 18, 2011

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

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1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

The Commonwealth of Massachusetts and the Information Technology Hardware, Project Management, Integration, and Maintenance Procurement Management Team (PMT) are soliciting qualified bidders for the acquisition of Information Technology Hardware, Project Management, Integration, and Maintenance Services for the Commonwealth of Massachusetts. It will replace the following contracts:

- ITC16 – IT Hardware, Services, Computers and Servers (ITC16) Category 1
- ITC16a – IT Hardware (ITC16a) Computers, Mobile Equipment, Servers, Storage and Services
- ITC36 – Supplies and Accessories
- ITC44 – IT Hardware, Computers, Laptops, Peripherals, NASPO/WSCA Agreement (Except for Apple goods and services, printers, and selected Servers [See RFR Section 3.1.5.20, ITD RFQ 10-40 Agreement]).

The contract will have the following categories:

Category 1	Reserved. Project Management, Category 1 under ITC16/ITC16a, has been merged with Category 6, see below.
Category 2	Desktops, Laptops, Netbooks and Tablets
Category 3	Off-Lease (Refurbished) Desktops and Laptops (New Category. Under ITC16a, Category 3 was "Other Mobile Computing.")
Category 4	Storage Solutions
Category 5	Servers
Category 6	Project Management, Maintenance, Integration, and Incidental Hardware
Category 7	Computer Supplies and Accessories

The resulting Contract will be the primary Statewide Contract used by Executive Agencies of the Commonwealth for the goods and services covered by the Contract. The Statewide Contract will also be available for use by other eligible entities listed on the Issuer(s) tab on Comm-PASS. Each Commonwealth Agency and eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Statewide Contract.

In and of itself, award of a Contract as an ITC47 Contractor is not a guarantee that the Contractor will obtain business. ITC47 Contractors will be responsible for marketing their goods and services to Commonwealth Agencies and other eligible entities.

1.2 Number of Awards

The target number of awards is for each Category is:

- Category 1: Reserved
- Category 2: Desktops, Laptops, Netbooks, Tablets - 3
- Category 3: Off-Lease (Refurbished) Desktops and Laptops - 3
- Category 4: Storage Solutions - 4
- Category 5: Servers - 3
- Category 6: Project Management, Maintenance, Integration, and Incidental Hardware – 15 per region
- Category 7: Computer Supplies and Accessories - 2

These are target numbers; the PMT may increase or decrease the number of Bidders awarded in each Category if it is in the best interests of the Commonwealth to do so.

1.3 **Adding ITC47 Contractors, Categories and OEMs after Initial Statewide Contract Award**

If, over the life of the Contract, the PMT determines that additional ITC47 Contractors should be added, these may first be drawn from qualified Bidders that responded to this Solicitation but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional bids, for one or multiple Categories.

The PMT may create additional Categories at any time (for example, a specific Category for tablets) if it is in the best interests of the Commonwealth to do so. Any new Categories will be open for bidding by all qualified bidders, not limited to companies who are on ITC47. The PMT may also add new OEMs from among the qualified bidders for ITC47, or may open a Category or Categories to bids from additional OEMs, if warranted by changes in the marketplace.

1.4 **Acquisition Method(s)**

The acquisition method(s) to acquire goods and/or services from this Solicitation are outright purchase, Fee for Service, Rental (limited to 6 months), and license. Leasing is available under Statewide Contract ITC02, or its successor.

1.5 **Contract Duration**

The initial term of this Contract is five (5) years. In addition, this Contract has two (2) options to renew of up to one (1) year each with a maximum Contract term of seven (7) years (including the initial term and all possible renewal options).

1.6 **Performance and Payment Time Frames that Exceed Contract Duration**

All agreements for services entered into during the duration of this Contract whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 3 years beyond the final termination date of this Statewide Contract. No new rentals, maintenance or other agreements for services may be executed after the Contract has expired.

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

Please refer to the "Estimated Value (US\$)" field on the Summary tab for this Solicitation on Comm-PASS. The estimated value was derived by reviewing ITC16 & ITC16A Contractor sales reports to the Commonwealth of Massachusetts Eligible Entities for calendar year 2010, as well as data from the Commonwealth's accounting system.

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

For calendar year 2010, based on data reported by current vendors, which includes municipalities as well as all State agencies, supplemented with data from the Commonwealth's accounting system, which includes a subset of State agencies, expenditures under the contracts being merged into ITC47 were:

- Desktops/Laptops: \$27.4 million
- Servers: \$7.5 million
- Storage Solutions: \$2.7 million
- Supplies and Accessories: \$.5 million
- Other items: \$26.2 million
- Purchase of equipment from ITC16a via lease under ITC02: \$9.5 million

Servers and Storage are almost certainly undercounted, as based on the reporting it was not usually possible to determine which items were part of a "storage solution" or a "server" and which items represented additional capacity for desktops, servers, etc. All items that could not be classified as Desktops/Laptops, Servers, or Storage Solutions appear above under "Other items," with the exception of "Supplies and Accessories," where data were taken from the Commonwealth's Accounting System for ITC36.

The above numbers are for hardware only. Based on the Commonwealth's accounting system, services are 40% of total spend under the contract.

1.8 Mandatory Use Contract

This contract is mandatory for use by Executive Department Agencies, unless otherwise approved by the Assistant Secretary for Operational Services in cases where the Agency has shown in writing that the contract cannot meet their needs. The contract is also available for use by other Eligible Entities including municipalities and non-Executive branches of government. Many of these Eligible Entities use Statewide Contracts because of pricing and terms, the fact that due diligence has been done to select the contractors, and to avoid the time, expense, and risk of conducting their own competitive procurements.

2 ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Solicitation: Announcement of Intent to Procure	12/21/2010
Publish Draft RFR	9/7/2011
Webcast to explain intent of procurement and Draft RFR, first opportunity for Vendor feedback	09/14/2011, 1PM – 3PM
Webcast to solicit additional vendor input on Draft RFR	9/21/2011, 1PM – 3PM
Deadline for written comments on Draft RFR	9/27/2011, 4PM
Solicitation: Release Date (Publication of actual RFR)	10/18/2011
Forum: Start date for Bidders to submit written questions to the Comm-PASS forum	10/18/2011
Forum: Deadline for Bidder inquiries	11/04/2011 2PM
Response to Bidder Inquiries (estimated)	11/23/2011
Online Bidder Training	<p>Dates and Times Available: December 7, 2011 10AM-noon 1PM-3PM December 21, 2011 10AM-noon 1PM-3PM January 4, 2012 10AM-noon 1PM-3PM</p> <p>Location: Operational Services Division One Ashburton Place, Room 1017 Boston, MA 02108 Limited seating – reserve your seat now by e-mailing: comm-pass@state.ma.us</p>
Solicitation: Opportunity for Online submission begins. Solicitation documents will not be amended after this date (the "Amendment Deadline" on Comm-PASS).	12/04/2011 4PM
Solicitation: Close Date / Submission Deadline	01/19/2012 2PM
Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated)	2/23/2012
Contract: Estimated Contract Start Date	4/1/2012

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

2.1 Written Questions via the Online Bidders' Forum

The Bidders' Forum or Online Forum is the opportunity for Bidders to ask written questions and receive written answers from the Procurement Management Team (PMT) regarding this Solicitation. All Bidders' questions must be submitted through the Bidders' Forum found on Comm-PASS (See RFR Section 2.2 below). Questions may be

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asked only between the "QA Start" and "QA End" dates, when the "Ask a Question" link (located in the right-hand corner above the Forum's "Question/Answer" tab) is available.

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

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

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

2.2 Locating an Online Bidders' Forum

Go to www.Comm-PASS.com.

Select the "FORUMS" tab from the main navigation bar.

Select the "Search for Bidders' forum" link.

Enter the Document Number appearing on the front of this document in the "Referenced Solicitation Number" field.

Select the "Search" Button.

Select the search results link appearing at the top of the Search page.

Select the view icon (eyeglasses) to access the Forum. There may be more than one Bidders' Forum for a Solicitation.

2.3 Debriefing

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

3 SPECIFICATIONS

3.1 Category-Specific Specifications

Each Category will be evaluated separately, and Bidders will be allowed to provide equipment and services only in those Categories for which they receive an award. Bidders may submit bids for one Category or multiple Categories.

3.1.1 CATEGORY 1 – See Category 6

3.1.2 CATEGORY 2 – DESKTOPS, LAPTOPS, NETBOOKS, AND TABLETS

3.1.2.1 Minimum Revenue

Bidders must have gross revenue of \$500,000,000 in the Bidder's most recently completed fiscal year.

3.1.2.2 Eligible Equipment and Services

This category includes desktop, laptop, tablet and netbook computers, operating in a standalone or network configuration. These devices are typically used by one user at a time. This Category also includes peripherals, which are defined as major sub-system components or equipment necessary for the customary operation of the above computers, including but not limited to:

- local storage;
- input and output devices, excluding networked printers and other devices covered under ITC44 or OFF32;
- controllers;
- ancillary devices and accessories; and/or
- memory boards.

Contractors will be expected to provide any or all of the following services relative to their own equipment if requested by the Eligible Entity:

- project planning and/or implementation services;
- installation services and/or network integration;
- software installation;
- technical support;
- warranty services;
- on-going preventive maintenance (for an additional fee if requested during the warranty period); and
- hourly or contracted maintenance/repair (after warranty expiration).

Up to three OEMS will be selected to provide new systems, products and services from the top manufacturers identified as "Leaders" in the Gartner Magic Quadrant for Global Enterprise Desktops and Notebooks, November, 2010.

3.1.2.3 Original Equipment Manufacturers

Only Original Equipment Manufacturers (OEMs) may bid on this Category.

3.1.2.3.1 All Subcontractors

All subcontractors will be bound by the service and pricing specifications offered by the OEM in the OEM's response to this Category, for those services and/or hardware provided by the subcontractor, with the exception of Geographical Coverage. Subcontractors must comply with all applicable provisions of the RFR. Failure to comply with these terms may result in suspension from the Contract.

3.1.2.3.2 Subcontractors who hold ITC47 Category 6 Contracts

After Contract award, OEMs may designate any Category 6 Contractor as a subcontractor. If authorized by the OEM, Category 6 Contractors may resell OEM hardware covered under this Category. They may issue invoices and receive direct payments from Eligible Entities.

3.1.2.3.3 Additional Designated Partner

After Contract award, OEM Contractors may designate at most one partner as a subcontractor who was not awarded under Category 6, to act as their reseller. This Designated Partner may issue invoices and receive direct payments from Eligible Entities. The Designated Partner must be approved by the PMT, and must

complete a Standard Contract Form, the Commonwealth Terms and Conditions, and the Substitute W-9 Form. The Designated Partner will be bound by all terms agreed to by the OEM, including the Prompt Pay Discount, the Administration Fee, and the Supplier Diversity Plan. If at any time during the life of the Contract, the OEM Contractor wishes to replace the Designated Partner, the replacement must be approved by the PMT and must abide by the conditions stated above.

With regard to commitments under the Supplier Diversity Plan (SDP), the commitment will be interpreted as shared between the OEM and the Designated Partner – that is, their combined expenditures with the SDP partner will be counted toward meeting the commitment. If the Designated Partner is an Supplier Diversity Office certified company, all ITC47 income received by the Designated Partner will be counted toward the SDP commitment.

3.1.2.3.4 Subcontractors who do not hold ITC47 Category 6 Contracts

After Contract award, OEMs may designate an unlimited number of subcontractors, provided that each subcontractor meets the following qualifications:

- Registered to do business in the Commonwealth of Massachusetts
- Experience in acting as a subcontractor for the OEM in Massachusetts and/or neighboring states
- Currently certified by the OEM to provide equipment and/or services offered under this category of ITC47

OEMs must submit the following information for each subcontractor for the Strategic Sourcing Services Lead to review and approve:

Company name, contact person, contact person's email address, telephone, fax, mobile phone if applicable, company's years in business dealing with the Commonwealth, territory covered in Massachusetts by this subcontractor, number of full-time employees, services provided under this contract.

The Bidder agrees that subcontractors will be removed from the website at the request of the PMT. The PMT will make such a request only if the OEM and subcontractor have been warned at least once regarding unsatisfactory service, or if the PMT determines that the subcontractor's continued presence is against the best interests of the Commonwealth.

Eligible Entities will have no contractual relationship with the subcontractors. All payments will be made to the OEM, and the OEM, as prime contractor, is responsible to ensure that all contractual obligations are performed.

3.1.2.4 ISO Certification

The Bidder's processes must be ISO 9001 2008 (or later) certified.

3.1.2.5 Geographical Coverage

Bidders must be able to provide equipment and related services throughout the Commonwealth of Massachusetts, either on their own or through the use of subcontractors.

3.1.2.6 Presales assistance

Bidder must describe the presales assistance services that will be provided to assist Eligible Entities with procurement of IT equipment and services, such as planning, needs assessment, and other services provided without cost or obligation prior to issuance of a purchase order.

3.1.2.7 Website with Massachusetts Contract pricing

It is desirable that Bidders have an easy to use website with Massachusetts contract pricing. If proposed, Bidders must provide the URL for a current or demo customer website so that the PMT can assess its value and ease of use.

3.1.2.8 Quote requests

Bidders must respond to quote requests within two (2) business days of receiving the request, unless otherwise agreed to in advance. Bidders must provide toll-free phone and toll-free fax numbers, and email addresses, for the processing of all quote requests.

3.1.2.9 Freight, travel and other charges

Freight and travel charges, if any, must be identified in the quote. Freight and travel charges, or any other charges not included in the quote accepted by the Eligible Entity, will not be paid. Freight and travel charges must be no more than the actual freight or travel charges paid by the Contractor.

3.1.2.10 Installation / Setup

Bidder must describe what customer services will be available to assist Eligible Entities with procurement of IT Equipment and how and when these services will be made available. The response should, at a minimum, address the following:

- Delivery to end location (not loading dock)
- Unpacking
- Disposal of packaging materials
- Setup
- Imaging (image provided by the Eligible Entity)
- Custom configuration/software installation
- Custom factory integration

It is not expected that these services will be provided free of charge. Labor rates must be included in the Bidder's proposal for all staff categories that would be used for these services (See RFR Section 3.1.2.20, Labor and Services Rates).

3.1.2.11 Delivery timeframe

Bidders must agree to deliver all equipment within 30 days of receipt of an order, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

3.1.2.12 Installation timeframe

Bidders must, on request, install and have equipment ready to operate, pursuant to the manufacturer's standard installation policy, within thirty (30) days of delivery, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

3.1.2.13 Media and licenses

Bidders must agree to provide all operating manuals, software licenses, media, and setup guides for all equipment procured through this Statewide Contract, unless otherwise agreed to in advance. Licenses and documentation may be provided via download from a website.

3.1.2.14 Free telephone support

Bidders must supply unlimited free telephone technical support, accessible toll-free, 24 x 7 x 365 (24 hours per day, 7 days per week, every day except holidays) for 3 years after purchase. Maximum response time to calls is four (4) hours.

3.1.2.15 On-site 3-year Warranty

Bidders must provide an on-site, 3-year warranty, with no charges for parts, labor or transportation during the warranty period. Bidders must respond to a warranty service call within four (4) hours with a call back from the initial problem call and next business day on-site response time from the call back, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

A warranty service upgrade for Eligible Entity requiring more rapid response will be available for an additional cost.

3.1.2.16 OEM Replacement Parts

OEMs must agree to provide replacement parts for the length of the manufacturer warranty, either through warranty/maintenance services, or via shipment to the Eligible Entity, if requested by the Eligible Entity, and if the OEM allows direct shipment to the end-user of that type of replacement part. All replacement parts must be standardized and identical for consistency with image management.

3.1.2.17 Relationship to ITC44

ITC44 will no longer be used for acquisition of desktops or laptops when ITC47 takes effect, with the exception of Apple products. Apple products will continue to be available under ITC44.

3.1.2.18 Commonwealth Discount

Bidders must provide a percentage discount from the manufacturer's publicly accessible list price, known as the "Index Price." If the OEM maintains multiple publicly available list prices (i.e., government, business, consumer), the price list used as the Index Price must be compatible with contract requirements. It is expected that the Index Price will be updated at least quarterly, and it may be updated as often as monthly.

If different percentages are offered for different types of equipment or under different circumstances, this must be described. For example, if the discount is different for educational institutions, that should be shown in the price sheets.

The percentage discount(s) shall be fixed for the life of the contract.

It is desirable that Bidders offer additional discounts for individual orders over a certain dollar and/or quantity threshold.

3.1.2.19 Configuration Pricing

Bidders must provide pricing for the standard configurations below. Under the contract, Bidders will provide three standard configurations for Desktops and two standard configurations for Laptops. These computers must be "Business Class" with parts availability for a minimum of three years or through the life of the warranty. Replacement parts must be standardized and identical for consistency with image management. The configurations will be updated by mutual agreement between the Contractor and the PMT from time to time as new models become available. Contract users will be restricted to purchasing these configurations other than in exceptional circumstances. Bidders will also be asked to quote a discount percentage (see RFR Section 3.1.2.18, "Commonwealth Discount") for "non-standard" configurations and components.

Bidders must provide the Index Price (see RFR Section 3.1.2.18, "Commonwealth Discount") and a discount percentage for each configuration. Discounted pricing will be used in the evaluation of Bidder responses.

Bidders will be asked to provide discounts based on:

- Entire category awarded to 1 OEM
- Entire category awarded to multiple OEMs

Bidders may exceed the specifications below if that will enable them to provide a less expensive solution. For example, where a 250GB drive is specified, a larger drive is acceptable. Only Operating System Software is required as part of each configuration below. If it is less costly for the Bidder to include additional software, the Bidder may do so, with neither positive nor negative impact on their Bid score.

3.1.2.19.1 Desktop Configuration 1

- SFF Case
- Intel Core i3, 2100 Series
- Windows 7 Professional 64-bit
- 2GB, DDR3, 1333MHz
- 250GB Hard Drive, SATA, 7200RPM
- Integrated Video
- 19" HD Widescreen LCD Monitor (19" viewable area with 16:9 or 16:10 aspect ratio)
- Speakers
- USB Keyboard
- USB Optical Mouse
- 16X DVD+/-RW, SATA
- Minimum 4 USB minimum 2.0 ports

3.1.2.19.2 Desktop Configuration 2

- SFF Case
- Intel processor, i5, 2400 Series
- Windows 7 Professional 64-bit
- 4GB 1333MHz DDR3
- 250GB Hard Drive, SATA, 7200 RPM
- Integrated Video

19" Widescreen LCD Monitor (19" viewable area with 16:9 or 16:10 aspect ratio)
USB Keyboard and Mouse
16X DVD+/-RW, SATA
Minimum 4 USB minimum 2.0 ports
Speakers

3.1.2.19.3 Desktop Configuration 3:

Intel Core I7-2600 Series
Windows 7 Professional 64-bit
8GB, DDR3 1333MHz
1000GB Hard Drive, SATA
Graphics Card 1GB DDR3 (Professional Series or Workstation class)
24" Widescreen HD capable/ready Monitor, minimum 1900 x 1080 (24" viewable area with 16:9 or 16:10 aspect ratio)
Speakers
USB Keyboard
USB Optical Mouse
16X DVD +/-RW, SATA
Minimum 6 USB minimum 2.0 ports

3.1.2.19.4 Laptop Configuration 1:

Core i5-2500 series
Windows 7 Professional 64-bit
4GB, DDR3-1333Mhz
250GB Hard Drive, 5400RPM
Integrated Video
Minimum 14.0" HD+ Wide Display (minimum 1600X900)
8X DVD +/- RW
Integrated Webcam
Keyboard
Wireless a/b/g/n
6 Cell Battery
AC Adapter
Nylon Carry Case

3.1.2.19.5 Laptop Configuration 2:

Core i7-2600 series
Windows 7 Professional 64-bit
6GB, DDR3 (minimum 1066)
Minimum 500 GB Hard Drive, minimum 5400 RPM
Discrete HD Graphics card minimum 512MB RAM
Minimum 15" HD+ Wide Display (minimum 1600X900)
8X DVD +/- RW
Integrated Webcam
Keyboard
Wireless a/b/g/n
6 Cell Battery
AC Adapter
Nylon Carry Case

3.1.2.20 Labor and Services Rates

Bidders must list each job title for staff who will be providing services under this contract, and provide a single hourly standard rate and up to two overtime rates for each job title. Job titles must be listed regardless of whether these services will be provided by the OEM or by a subcontractor. If hourly rates for the same functional job title vary based on experience or other factors, this may be reflected in the job title, for example: PC Technician Level 1, PC Technician Level 2, Network Specialist (Microsoft), etc. After the first full year of the contract, Contractors may request rate adjustments annually on March 1 to be effective the following July 1. The PMT will determine whether to authorize increases based on increases to the Boston Area Consumer

Price Index (CPI-U). The PMT reserves the right to impose rate decreases in the event of decreases to the Boston Area Consumer Price Index unless The Contractor can show that such decreases would be inappropriate.

3.1.2.21 Installation Pricing

Bidders must price out a sample installation, using the following assumptions:

- Equipment to be installed: 100 desktops specified in configuration 1 (above)
- Each desk has an unopened box containing a configuration 1 computer.
- Space: Floors 8, 9, and 10 of a new office building. Cabling and data jacks already installed.
- Network: Windows Server 2008
- Services required: Unpacking, setup, connecting computer to data jack, testing network connection, imaging (image provided by the Eligible Entity), disposal of packaging materials

3.1.2.22 Post-Warranty Maintenance and Support

Bidders must describe any plans they offer for post-warranty maintenance and support, including but not limited to the ability to purchase an extended warranty at the time of system purchase.

3.1.2.23 Environmental Requirements

3.1.2.23.1 Equipment and Supply Packaging

3.1.2.23.1.1 Packaging Materials

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- uses other packaging materials that contain recycled content and are easily recyclable in Massachusetts (paper products, aluminum, plastics, glass)
- promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services or shipping carton return
- reduces or eliminates materials that have been bleached with chlorine or chlorine derivatives
- eliminates any packaging that contains polyvinyl chloride (PVC), polystyrene, or heavy metals

3.1.2.23.1.2 Recycling

After equipment delivery, Contractors must agree to work with their customers wherever feasible, to recycle all corrugated cardboard packaging. To comply with this requirement OEMs and/or Contractors should examine one or more of the following:

- Utilize the Eligible Entity's existing recycling program,
- Make arrangements with the seller of the equipment for packaging recycling,
- Utilize the services of a recycling company.

The services of a recycling company can be obtained through the Statewide Contract FAC33, Solid Waste and Recycling or its successor.

3.1.2.23.2 Energy Efficiency

It is the intention of the Commonwealth to issue power management policy and standard for computer equipment, including applicable Energy Star settings for standby and/or sleep mode. All equipment that is specially imaged or otherwise altered for the Eligible Entity under the contract must comply with such guidelines. Over the duration of the contract, as new specifications for power management are issued for current or new equipment categories, the PMT reserves the right to set requirements for equipment in those categories to be compliant as well as to specify the dates after which non-compliant equipment may not be sold.

3.1.2.23.2.1 Energy Star

• Equipment and Guidelines

It is mandatory that Contractors offer only equipment which meets the most recent set of U.S. Environmental Protection Agency's and Department of Energy's Energy Star specifications (July 1, 2009) in

product categories where such specifications exist. Such product categories include, but are not limited to: desktop computers, notebook computers, netbooks, tablet PCs and monitors.

EPA has also strengthened the requirements for computers earning the ENERGY STAR in Version 5.0. For Desktop/integrated desktop and notebook computers; products must meet stringent TEC (total energy consumption) requirements for estimated annual energy consumption. Bidders can see details of these requirements and specifications at:

http://www.energystar.gov/index.cfm?c=computers.pr_crit_computers.

All equipment in those product categories sold under this contract must be delivered with Energy Star features enabled. Contractors should ensure that all Energy Star qualified products have the Energy Star label or substitute affixed to any equipment covered by such guidelines (<http://www.energystar.gov/>).

Installation, service and any other technical support performed under any contract resulting from this RFR must, where applicable, include the proper configuration of power management features according to the current Energy Star specifications for that equipment category at the time of installation, service or any other technical support.

- Personnel involved in system integration, site customization, equipment maintenance and technical support must:
- Ensure that power management features on all equipment remain installed and functional at all times.
- Carry out their services so as to maximize the energy efficiency of the installed product.
- Treat the malfunction of power management features as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.

Awarded Contractors must provide the following detailed set-up specifications to customers:

- Equipment shall be configured so it automatically enters a low-power mode after a period of inactivity.
- When a computer in a low-power mode is used again, it automatically returns to active mode.
- For computers that will be used in networked environments, provide CPU's and monitors that are set up to sleep on networks and respond to wake events.
- Provide training, assistance materials (if requested) and customer support on the power management features so that these features remain properly activated.

- **Service and Maintenance**

Installation, service and technical support performed as part of the maintenance agreement must include the proper configuration of power management features according to the current EnergyStar specifications for that class of equipment.

Personnel involved in system integration, site customization, equipment maintenance and technical support must:

- Ensure that power management features remain installed and functional at all times.
- Carry out their services so as to maximize the energy efficiency of the installed product.
- Treat the malfunction of power management features as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.

3.1.2.23.2.2 EPEAT Registered Equipment

- **Registration Requirements**

All desktops, laptops, and computer monitors provided under this contract are required to have achieved Silver registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT). EPEAT is a procurement tool designed to help large volume purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680). The registration criteria and a list of all registered equipment are provided at <http://www.epeat.net>.

On rare occasions when no EPEAT Silver equipment model meets the special and specific performance requirements set by the Eligible Entity, Awarded Contractors may sell equipment that is not compliant with

the requirement above. In this case the Contract must consider EPEAT Bronze equipment for compliance with the Eligible Entity's needs before considering non-EPEAT registered equipment.

Over the duration of the contract, as new equipment categories are added to EPEAT, the PMT reserves the right to set requirements for equipment in those categories to be EPEAT registered, as well as to specify the required EPEAT registration level and the dates after which non-registered equipment may not be sold.

- **Reporting Requirements**

For each piece of equipment sold, EPEAT Registration Status (i.e. Bronze, Silver, Gold or Unregistered) must be provided. For CPU + Monitor bundles, monitor model number must be provided in a separate column, and EPEAT Registration Status must be provided separately for the CPU and the monitor. The Operational Services Division will provide Contractors with a reporting spreadsheet template to fulfill this requirement.

- **Identification in Online Catalogs**

Information on EPEAT Registration Status of applicable equipment is now available through Channel Intelligence, Inc. (www.channelintelligence.com) and CNET Channel (www.cnetchannel.com). Contractors must work with the PMT to achieve the following two goals:

- Make only EPEAT registered equipment visible in web catalogs intended for Massachusetts contract users.
- Display EPEAT Registration Status for all equipment visible in web catalogs intended for Massachusetts contract users.

Over the duration of the contract, the PMT reserves the right to set deadlines for the completion of either or both of these goals.

3.1.2.23.2.3 Training on Energy Star, EPEAT and Recycling

Any equipment-related training performed under any contract resulting from this RFR (e.g. upon installation of new equipment) must include information on the use and benefits of Energy Star power management features, EPEAT as well as information on the proper recycling and/or reuse of used equipment. Awarded Contractors must submit samples of any such training materials to the PMT within ninety (90) days following the award.

3.1.2.23.3 Equipment Design

- **Upgradeability:** It is desirable that Bidders offer equipment that is easily upgradeable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components.
- **Materials use:** It is desirable that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.
- **Demanufacturing / Disposal:** It is desirable that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:
 - Use of single plastic resins in plastic components weighing more than 100 grams,
 - Clear and visible labeling of plastic types in components weighing more than 25 grams,
 - Avoidance of paints, including metallic paints on any internal or external plastic housings,
 - Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

3.1.2.23.4 Toxics Reduction

Manufacturer's practices (reduced toxic materials in manufacturing): It is desirable that Bidders actively seek additional ways of minimizing their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,

- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

Bidders must agree that the equipment they intend to supply is in compliance with the European Union's Directive "Restriction of Hazardous Substances" (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://www.rohscompliancedefinition.com/>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the "Montreal Protocol on Substances that Deplete the Ozone Layer" (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>),
- Selenium, unless equipment can be returned to the manufacturer.

3.1.2.23.5 End-of-Life Management

The Bidder must make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is desirable that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:

- One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,
- Collection of any used equipment by Bidder or subcontractor for reuse or recycling.

OEMs must agree to make efforts to comply with the European Union's Directive "Waste Electrical and Electronic Equipment" (WEEE) (<http://www.environment-agency.gov.uk/business/topics/waste/32084.aspx>).

The Commonwealth reserves the right to require compliance (within a reasonable period of time) with any new standard, certification or registration that may be developed and released during the contract term with respects to imaging supplies; such as, but not limited to the Electronic Products Environmental Assessment Tool (EPEAT); <http://www.epeat.net/>.

3.1.3 CATEGORY 3 – "OFF-LEASE" DESKTOPS AND LAPTOPS

3.1.3.1 Years of Experience

The Bidder must have been in business for a minimum of five years preceding the release date of this RFR, as a dealer of "Off-Lease" desktops and laptops. In the case of companies formed fewer than five years ago via merger, acquisition or some other means, the PMT may consider the experience of all companies involved in the merger or acquisition.

3.1.3.2 Minimum Revenue

Bidders must have gross revenue of \$2,000,000 in the Bidder's most recently completed fiscal year.

3.1.3.3 Eligible Equipment and Services

This category includes off-lease desktop and laptop computers, operating in a standalone or network configuration, and warranty and maintenance services for those computers.

"Off-Lease" in the context of this RFR refers to products that have been partially or fully manufactured from existing product materials where such materials are cleaned and/or repaired to the extent possible and reused in accordance with the original manufacturer's specifications. All unusable parts are to be removed and replaced with new or remanufactured parts, which meet or exceed OEM standards and any governing standards/regulations.

Off-Lease Desktops/Laptops must be manufactured by Dell, HP, Lenovo, Fujitsu, or other OEMs appearing in Leaders quadrant of Gartner's "Magic Quadrant" for Desktops/Laptops, as of the date the RFR is issued or any subsequent time, or must be from OEMs specifically authorized by the PMT.

3.1.3.4 Geographical Coverage

Bidders must be able to provide equipment and related services throughout the Commonwealth of Massachusetts, either on their own or through the use of subcontractors.

3.1.3.5 Presales assistance

Bidder must describe the presales assistance services that will be provided to assist Eligible Entities with procurement of IT equipment and services, such as planning, needs assessment, and other services provided without cost or obligation prior to issuance of a purchase order.

3.1.3.6 Website with Massachusetts Contract pricing

It is desirable that Bidders have an easy to use website with Massachusetts contract pricing. If proposed, Bidders must provide the URL for a current or demo customer website so that the PMT can assess its value and ease of use.

3.1.3.7 Quote requests

Bidders must respond to quote requests within two (2) business days of receiving the request, unless otherwise agreed to in advance. Bidders must provide toll-free phone and toll-free fax numbers, and email addresses, for the processing of all quote requests.

3.1.3.8 Freight, travel and other charges

Freight and travel charges, if any, must be identified in the quote. Freight and travel charges, or any other charges not included in the quote accepted by the Eligible Entity, will not be paid. Freight and travel charges must be no more than the actual freight or travel charges paid by the Contractor.

3.1.3.9 Delivery timeframe

Bidders must agree to deliver all equipment within 30 days of receipt of an order, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

3.1.3.10 Installation timeframe

It is desirable that Bidders, on request, will install and have equipment ready to operate, pursuant to the manufacturer's standard installation policy, within thirty (30) days of delivery, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor. Bidders who offer installation may charge for this service and must include a quote for installation if requested.

3.1.3.11 Media and licenses

Bidders must agree to provide all operating manuals, software licenses, media, and setup guides for all equipment procured through this Statewide Contract, unless otherwise agreed to in advance. Licenses and documentation may be provided via download from a website.

3.1.3.12 Telephone support

It is desirable that Bidders offer unlimited free telephone technical support, accessible toll-free, during normal business hours. Maximum response time to calls is four (4) hours.

3.1.3.13 Warranty

Bidders must provide 3-year warranty for parts, with a longer warranty desirable. Replacement parts must be shipped to the Eligible Entity at no charge within 5 calendar days.

3.1.3.14 Age of Equipment

Bidders must indicate whether they have a maximum age for this equipment, relative to the date of manufacture. If pricing will vary depending on the age of the equipment, multiple discounts must be offered. Month and year of manufacture must be listed on any price quote.

3.1.3.15 Equipment Pricing

Bidders will be asked to bid "cost-plus" for equipment in this Category, defined as the amount on the invoice the bidder paid for a product (including any parts purchased separately that were used in refurbishing the product). If percentages vary depending upon the age or condition of the equipment, or other factors, this must be specified. The percentages bid will be constant for the duration of the contract.

3.1.3.16 Environmental Requirements

3.1.3.16.1 Equipment and Supply Packaging

3.1.3.16.1.1 Packaging Materials

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- uses other packaging materials that contain recycled content and are easily recyclable in Massachusetts (paper products, aluminum, plastics, glass)
- promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services or shipping carton return
- reduces or eliminates materials that have been bleached with chlorine or chlorine derivatives
- eliminates any packaging that contains polyvinyl chloride (PVC), polystyrene, or heavy metals

3.1.3.16.1.2 Recycling

After equipment delivery, Contractors must agree to work with their customers wherever feasible, to recycle all corrugated cardboard packaging. To comply with this requirement OEMs and/or Contractors should examine one or more of the following:

- Utilize the Eligible Entity's existing recycling program,
- Make arrangements with the seller of the equipment for packaging recycling,
- Utilize the services of a recycling company.

The services of a recycling company can be obtained through the Statewide Contract FAC33, Solid Waste and Recycling or its successor.

3.1.3.16.2 Power Management Features

Any power management features provided by the equipment must be enabled.

3.1.4 CATEGORY 4 - STORAGE SOLUTIONS

3.1.4.1 Minimum Revenue

Bidders must have gross revenue of \$500,000,000 in the Bidder's most recently completed fiscal year.

3.1.4.2 Eligible Equipment and Services

This category is geared towards companies that wish to market storage technology independently of servers. Contractors who are qualified to market servers may also market storage technology solutions to be used with those servers.

This category includes storage systems and subsystems that provide a data repository for enterprise systems to which they are attached. These systems should provide the following capabilities:

- Multiple paths to each resource
- Any-to-any connections
- Global Address view
- Open structure using industry standard protocol
- No node dependencies

- Optimization for large block transfers
- High bandwidth and high availability
- Ability to scale up with no performance loss

These systems include Storage Area Network (SAN) systems and Network Attached Storage (NAS) devices, as well as peripherals and ancillary devices, which are defined as major subsystem components or equipment necessary for the customary operation of the system, including but not limited to:

- Hard disk systems and storage arrays;
- Controllers; and/or
- Storage switches and other networking equipment essential to the operation of the system
- Software necessary for the customary operation of the system (this does not include third party software unless necessary for system operation)

Up to four OEMS will be selected to provide new systems, products and services from the top manufacturers identified as "Leaders" or "Challengers" in the Gartner Magic Quadrant for Midrange and High End NAS Solutions published March, 2011.

3.1.4.3 Original Equipment Manufacturers

Only Original Equipment Manufacturers (OEMs) may bid on this Category.

3.1.4.3.1 All Subcontractors

All subcontractors will be bound by the service and pricing specifications offered by the OEM in the OEM's response to this Category, for those services and/or hardware provided by the subcontractor, with the exception of Geographical Coverage. Subcontractors must comply with all applicable provisions of the RFR. Failure to comply with these terms may result in suspension from the Contract.

3.1.4.3.2 Subcontractors who hold ITC47 Category 6 Contracts

After Contract award, OEMs may designate any Category 6 Contractor as a subcontractor. If authorized by the OEM, Category 6 Contractors may resell OEM hardware covered under this Category. They may issue invoices and receive direct payments from Eligible Entities.

3.1.4.3.3 Additional Designated Partner

After Contract award, OEM Contractors may designate at most one partner as a subcontractor who was not awarded under Category 6, to act as their reseller. This Designated Partner may issue invoices and receive direct payments from Eligible Entities. The Designated Partner must be approved by the PMT, and must complete a Standard Contract Form, the Commonwealth Terms and Conditions, and the Substitute W-9 Form. The Designated Partner will be bound by all terms agreed to by the OEM, including the Prompt Pay Discount, the Administration Fee, and the Supplier Diversity Plan. If at any time during the life of the Contract, the OEM Contractor wishes to replace the Designated Partner, the replacement must be approved by the PMT and must abide by the conditions stated above.

With regard to commitments under the Supplier Diversity Plan (SDP), the commitment will be interpreted as shared between the OEM and the Designated Partner – that is, their combined expenditures with the SDP partner will be counted toward meeting the commitment. If the Designated Partner is an Supplier Diversity Office certified company, all ITC47 income received by the Designated Partner will be counted toward the SDP commitment.

3.1.4.3.4 Subcontractors who do not hold ITC47 Category 6 Contracts

After Contract award, OEMs may designate an unlimited number of subcontractors, provided that each subcontractor meets the following qualifications:

- Registered to do business in the Commonwealth of Massachusetts
- Experience in acting as a subcontractor for the OEM in Massachusetts and/or neighboring states
- Currently certified by the OEM to provide equipment and/or services offered under this category of ITC47

OEMs must submit the following information for each subcontractor for the Strategic Sourcing Services Lead to review and approve:

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Company name, contact person, contact person's email address, telephone, fax, mobile phone if applicable, company's years in business dealing with the Commonwealth, territory covered in Massachusetts by this subcontractor, number of full-time employees, services provided under this contract.

The Bidder agrees that subcontractors will be removed from the website at the request of the PMT. The PMT will make such a request only if the OEM and subcontractor have been warned at least once regarding unsatisfactory service, or if the PMT determines that the subcontractor's continued presence is against the best interests of the Commonwealth.

Eligible Entities will have no contractual relationship with the subcontractors. All payments will be made to the OEM, and the OEM, as prime contractor, is responsible to ensure that all contractual obligations are performed.

3.1.4.4 ISO Certification

The Bidder's processes must be ISO 9001 2008 (or later) certified.

3.1.4.5 Geographical Coverage

Bidders must be able to provide equipment and related services throughout the Commonwealth of Massachusetts, either on their own or through the use of subcontractors.

3.1.4.6 Presales assistance

Bidder must describe the presales assistance services that will be provided to assist Eligible Entities with procurement of IT equipment and services, such as planning, needs assessment, and other services provided without cost or obligation prior to issuance of a purchase order.

3.1.4.7 Website with Massachusetts Contract pricing

It is desirable that Bidders have an easy to use website with Massachusetts contract pricing. If proposed, Bidders must provide the URL for a current or demo customer website so that the PMT can assess its value and ease of use.

3.1.4.8 Quote requests

Bidders must respond to quote requests within two (2) business days of receiving the request, unless otherwise agreed to in advance. Bidders must provide toll-free phone and toll-free fax numbers, and email addresses, for the processing of all quote requests.

3.1.4.9 Freight, travel and other charges

Freight and travel charges, if any, must be identified in the quote. Freight and travel charges, or any other charges not included in the quote accepted by the Eligible Entity, will not be paid. Freight and travel charges must be no more than the actual freight or travel charges paid by the Contractor.

3.1.4.10 Installation / Setup

Bidder must describe what customer services will be available to assist Eligible Entities with procurement of IT Equipment and how and when these services will be made available. The response should, at a minimum, address the following:

- Delivery to end location (not loading dock)
- Unpacking
- Disposal of packaging materials
- Setup
- Custom configuration/software installation
- Custom factory integration

It is not expected that these services will be provided free of charge. Labor rates must be included in the Bidder's proposal for all staff categories that would be used for these services (See RFR Section 3.1.4.21, Labor and Services Rates).

3.1.4.11 Delivery timeframe

Bidders must agree to deliver all equipment within 30 days of receipt of an order, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor. Installation timeframe

3.1.4.12 Installation Timeframe

Bidders must, on request, install and have equipment ready to operate, pursuant to the manufacturer's standard installation policy, within thirty (30) days of delivery, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

3.1.4.13 Media and licenses

Bidders must agree to provide all operating manuals, software licenses, media, and setup guides for all equipment procured through this Statewide Contract, unless otherwise agreed to in advance. Licenses and documentation may be provided via download from a website.

3.1.4.14 Free telephone support

Bidders must supply unlimited free telephone technical support, accessible toll-free, 24 x 7 x 365 (24 hours per day, 7 days per week, every day except holidays) for 3 years after purchase. Maximum response time to calls is four (4) hours.

3.1.4.15 On-site 3-year Warranty

Bidders must provide an on-site, 3-year warranty, with no charges for parts, labor or transportation during the warranty period. Bidders must respond to a warranty service call within four (4) hours with a call back from the initial problem call and next business day on-site response time from the call back, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor. Additional warranty may be purchased at the option of the Eligible Entity.

3.1.4.16 OEM Replacement Parts

OEMs must agree to provide replacement parts for the length of the manufacturer warranty, either through warranty/maintenance services, or via shipment to the Eligible Entity, if requested by the Eligible Entity, and if the OEM allows direct shipment to the end-user of that type of replacement part. Replacement parts must be standardized and identical with the parts being replaced.

3.1.4.17 Commonwealth Discount

Bidders must provide a percentage discount from the manufacturer's publicly accessible list price, known as the "Index Price." If the OEM maintains multiple publicly available list prices (i.e., government, business), the price list used as the Index Price must be compatible with contract requirements.

If different percentages are offered for different types of equipment or under different circumstances, this must be described. For example, if the discount is different for educational institutions, that should be shown in the price sheets.

The percentage discount(s) shall be fixed for the life of the contract.

In addition to providing a standard discount, Bidders will also be asked to provide additional discounts based on the dollar amount of a particular purchase order, for discounts based on specific models or types of technology, or for other types of discounts as proposed by the Bidder.

3.1.4.18 Configuration pricing

Bidders must provide pricing for a solution that will meet the requirements detailed below. The purpose is to determine comparative pricing for like solutions, rather than to imply that this configuration will be ordered by Eligible Entities. The "Current Sample Environment" and "Planned Sample Environment" were drawn from specifications taken from an RFP prepared by an Eligible Entity. Bidders must provide the Index Price (see RFR Section 3.1.4.17, Commonwealth Discount) for a solution to meet these requirements, as well as the discounted price. Discounted pricing will be used in the evaluation of Bidder responses.

3.1.4.18.1 Current Sample Environment

The sample environment contains 34 Windows 2008 Server platforms. Consider that the OEMs of these systems have provided all necessary hardware, firmware and software upgrades to the servers. Assume that each server has a fibre-channel multimode optical interface, and that each server will be able to operate any software which must be installed on it in connection with the storage solution. The data is currently stored on each individual server. Some servers have inadequate storage, others have excess capacity. There is no easy, economical way of sharing storage resources among the servers.

The servers have the following functions:

- Mail MS/Exchange
- SQL Server
- Print Services
- Network Faxing
- File Services
- WEB Servers
- DNS
- Specialized Application Servers e.g. Peoplesoft, Oracle. etc.

The servers and the storage defined here supports approximately 1500 users. Servers are from the following manufacturers:

- HP/Compaq
- Dell Computer Corporation
- IBM

There are currently 20 terabytes of storage allocated to these servers.

The network is fiber based and operates using the TCP/IP protocol. All network connectivity is centralized in a CISCO 6500 series router.

3.1.4.18.2 Planned Sample Environment

The requirement is to consolidate storage onto a separate network, providing high availability and improved levels of disaster recovery. Storage built into the servers or contained within racks will be eliminated. The proposed solution should be based on Open System Standards for optimal compatibility in the future with other agencies and facilities. The solution will be required to have the toolsets capable of efficiently managing and monitoring the environment. The solution will also not require any additional staff. Requirements include:

- a total hardware and software storage solution, including disk, network connections, backup media, and backup software
- A large pool of storage that any number of servers can access, presented to the servers in any number of RAID formats determined by the Eligible Entity technicians based upon the requirements of the system.
- A high speed, redundant, easily maintained and reliable connection to the network.
- Backup device(s) connected via high-speed connections. The backup medium will utilize the latest technologies in storing and recording the backup information. It will be easy to operate and maintain. Backup software will be industry-leading and will integrate seamlessly into the total storage solution package.
- All components of the storage solution will be engineered or configured for high availability and high performance. It is required that the storage solution will be easy to use and have full customer support for all components.

3.1.4.18.3 Detailed Sample Requirements

Twenty-four (24) terabyte usable or larger capacity is required. This will include 9TB of FC or SAS (15,000 RPM) and 15TB of SATA (7,200 RPM). Minimum throughput requirements are 3000 IOPS with 124 MB/s bandwidth. Bidders should assume 25% NAS and 75% block storage. For the sample configuration, RAID format will be equivalent to or offer greater protection than RAID 5 7+1. For bidding purposes, bidders must assume 2TB full backup twice per month and daily incrementals, with a twenty-four (24) hour backup window. The storage subsystem must have the capability to be efficiently and effectively expanded to forty-eight (48) terabytes capacity of usable storage.

The storage subsystem must offer high availability of 99.99% uptime and redundant, with the ability to accommodate multi-host and cross-platform connectivity for multiple servers. It should allow dynamic space allocations and configurations for all servers attached while providing future expandability and upgradeability. It must be capable of having hardware, software and firmware upgrades done without powering down the unit or any attached servers.

The following factors are extremely important; it is desirable that the storage system excel in these areas to the extent possible:

- Processing Speed
- Ease of Use
- Data Integrity and Protection
- Reliability and Robustness
- Overall Product Performance
- System availability/Fault Tolerant
- Scalability

The following characteristics/features are required:

- System has a minimum 5 year usefulness life expectancy
- Open systems compatible
- Backup and restore software from industry leader
- Support for Fibre Channel, Gig/E or FCoE (Fibre Channel over Ethernet) server attachments.
- Support for multiple size drives, with no limitation on future upgrades with still larger capacity disks using the same type of interface.
- Support for creation of Redundant Array of Inexpensive Drives (RAID) stripes on multiple different size drives.
- Support for multiple types of RAID stripes on the same drives (such as RAID 0, 1, 4, 5, 6, 1+0)
- Support for high capacity caching and high speed Interconnect.
- The system should contain server consolidation features (Multiple File Servers => (1) NAS).
- The system shall be able to expand efficiently and effectively support the connection of 64 servers to the subsystem via Fibre Optic Channel.
- The system shall efficiently and effectively use battery backup for cache, host fail over, alternate routing, and cluster support.
- The system shall efficiently and effectively support redundant hot-swappable Fans, Power Supplies, and Drives.
- The system shall efficiently and effectively support the sharing of the same physical drives by multiple servers.
- The system shall efficiently and effectively work with current and future clustering/high-availability applications.
- The system will have the ability to run self-diagnostics and, when pending problems are detected, it will have the ability to "call home" and request service.
- The system shall efficiently and effectively support the automatic unattended rebuild of a failed drive to designated hot-spares.
- The system shall efficiently and effectively support connectivity to the host servers for distances of up to 100 feet away.
- The system shall efficiently and effectively support comprehensive management of the entire subsystem via software, hardware, or both.
- The system shall efficiently and effectively support notification via Simple Network Management Protocol (SNMP) traps of failed critical components, including drives.
- Host adapters must be intelligent and capable of I/O processing so as not to burden the CPU of the host server.
- A single cabinet or housing shall contain the storage subsystem including the drive bays.
- A minimum two (2) Hot Spare drives spinning.
- All necessary components (adapter boards, cables, software, etc.) to accommodate, manage, and attach a minimum of sixteen (16) servers shall be included.
- Software to be included must allow for management and data-migration ("versioning" or "snap-shot") capabilities to allow for non-disruptive file or system backups.
- Storage management toolset will be GUI based and will include at a minimum: Volume configuration, disk management, performance monitoring, and capacity management.
- The system must support remote copy between itself and some other unit. It will be highly desirable if this feature can be used across different vendor SAN/NAS

- The solution should deliver a centralized point of control/management for each location for all software tools and utilities.
- Management tools should be able to scale to manage all of the components local and remote.
- Comprehensive and complete manuals and system documentation are required. All hardware and software manuals, documentation, and media for all equipment and software shall be provided.
- Cables: The required Cables, Interface Cards, Special Connectors, etc., must be included in the bid amount.
- On site spare parts "kit" to include all critical components to accommodate customer maintainability for three (3) years shall be provided.
- Comprehensive and complete manuals and system documentation are required. All hardware and software manuals, documentation, and media for all equipment and software shall be provided.

The Backup & Restore software must:

- Have centralized management capabilities
- Be easy to learn and use by Eligible Entity staff
- Be an Enterprise class open Systems Backup restore solution
- Support W2K & NT
- Support SAN/NAS – Shared storage and NDMP
- Support Microsoft Exchange - Online Backup
- Support MS/SQL Online backup
- Support "open file" backup
- Labor and Services Rates

3.1.4.19 Post-Warranty Maintenance and Support

Bidders must describe plans they offer for post-warranty maintenance and support. Support and maintenance must be available for a period of four years following the expiration of a three-year warranty, three years following a four-year warranty, or two years following a five-year warranty. That is, the total support and maintenance period after purchase, including both warranty support and post-warranty support, must be at least seven years.

3.1.4.20 Enterprise Maintenance and Support

The PMT is interested in plans the Bidders may offer that would allow various levels of "enterprise" within the Commonwealth to secure better pricing on maintenance and support by combining all of the OEM's equipment within an enterprise into a single agreement. Bidders should describe the type of agreements they would entertain and how they would work, for example:

- Size of enterprise: What is the minimum size, in terms of number of pieces of equipment, dollar value of equipment, or other metric to be considered an "enterprise"? Can more savings be achieved for larger enterprises, and if so, can this be quantified? Possible examples of enterprises could include Commonwealth Departments, Commonwealth Secretariats, the entire Executive Department, municipal purchasing groups or consortia, or other agency groupings.
- Payment method: To be considered an enterprise, is it necessary for payments to be made from a single source within the enterprise, or are multiple payers allowable?
- Items covered: How and when are new items added to the agreement? How and when are discarded items removed? How are items still covered by warranty handled, and what happens when the warranty expires?

3.1.4.21 Labor and Services Rates

Bidders must list each job title for staff who will be providing services under this contract, and provide a single hourly standard rate and up to two overtime rates for each job title. Job titles must be listed regardless of whether these services will be provided by the OEM or by a subcontractor. If hourly rates for the same functional job title vary based on experience or other factors, this may be reflected in the job title, for example: PC Technician Level 1, PC Technician Level 2, Network Specialist (Novell), etc. After the first full year of the contract, Contractors may request rate adjustments annually on March 1 to be effective the following July 1. The PMT will determine whether to authorize increases based on increases to the Boston Area Consumer Price Index (CPI-U). The PMT reserves the right to impose rate decreases in the event to decreases to the

Boston Area Consumer Price Index unless The Contractor can show that such decreases would be inappropriate.

3.1.4.22 Environmental Requirements

3.1.4.22.1 Equipment and Supply Packaging

3.1.4.22.1.1 Packaging Materials

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- uses other packaging materials that contain recycled content and are easily recyclable in Massachusetts (paper products, aluminum, plastics, glass)
- promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services or shipping carton return
- reduces or eliminates materials that have been bleached with chlorine or chlorine derivatives
- eliminates any packaging that contains polyvinyl chloride (PVC), polystyrene, or heavy metals

3.1.4.22.1.2 Recycling

After equipment delivery, Contractors must agree to work with their customers wherever feasible, to recycle all corrugated cardboard packaging. To comply with this requirement OEMs and/or Contractors should examine one or more of the following:

- Utilize the Eligible Entity's existing recycling program,
- Make arrangements with the seller of the equipment for packaging recycling,
- Utilize the services of a recycling company.

The services of a recycling company can be obtained through the Statewide Contract FAC33, Solid Waste and Recycling or its successor.

3.1.4.22.2 Equipment Design

- Upgradeability: It is desirable that Bidders offer equipment that is easily upgradeable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components.
- Materials use: It is desirable that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.
- Demanufacturing / Disposal: It is desirable that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:
 - Use of single plastic resins in plastic components weighing more than 100 grams,
 - Clear and visible labeling of plastic types in components weighing more than 25 grams,
 - Avoidance of paints, including metallic paints on any internal or external plastic housings,
 - Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

3.1.4.22.3 Toxics Reduction

Manufacturer's practices (reduced toxic materials in manufacturing): It is desirable that Bidders actively seek additional ways of minimizing their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,
- Product life cycle assessments,
- Environmental audits,

- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

Bidders must agree that the equipment they intend to supply is in compliance with the European Union's Directive "Restriction of Hazardous Substances" (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://www.rohscompliancedefinition.com/>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the "Montreal Protocol on Substances that Deplete the Ozone Layer" (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>),
- Selenium, unless equipment can be returned to the manufacturer.

3.1.4.22.4 End-of-Life Management

The Bidder must make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is desirable that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:

- One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,
- Collection of any used equipment by Bidder or subcontractor for reuse or recycling.

OEMs must agree to make efforts to comply with the European Union's Directive "Waste Electrical and Electronic Equipment"(WEEE) (<http://www.environment-agency.gov.uk/business/topics/waste/32084.aspx>).

The Commonwealth reserves the right to require compliance (within a reasonable period of time) with any new standard, certification or registration that may be developed and released during the contract term with respects to imaging supplies; such as, but not limited to the Electronic Products Environmental Assessment Tool (EPEAT); <http://www.epeat.net/>.

3.1.5 CATEGORY 5 – SERVERS

3.1.5.1 Years of Experience

The Bidder must have been in business for a minimum of five years preceding the release date of this RFR, as a manufacturer of servers. In the case of companies formed fewer than five years ago via merger, acquisition or some other means, the PMT may consider the experience of all companies involved in the merger or acquisition.

3.1.5.2 Minimum Revenue

Bidders must have gross revenue of \$500,000,000 in the Bidder's most recently completed fiscal year.

3.1.5.3 Eligible Equipment and Services

This category includes servers, including workgroup/workstation servers and/or enterprise services including midrange/mainframes.

A "server" is defined, for the purposes of this RFR, as a computer that meets two or more of the following qualifications:

- supports operating systems that support multiple concurrent users;

- supports multiple central processors;
- is scalable;
- is capable of and designed to have redundant power, circuitry and "hot swappable" components;
- is capable of and designed to be fault resilient;
- is capable of and designed for high availability; and
- is capable of and designed for recovery from failure (defined as a machine that can default to another like machine should failure be detected).

The term "Peripheral" is defined as including major sub-system components necessary for the customary operation of the systems defined as "Server" such as:

- storage, including the types of storage solutions covered by Category 4 of this RFR;
- input and output devices excluding networked devices covered under OFF32 or successor contracts, or printers covered under ITC44 or successor contracts;
- controllers and ancillary devices;
- UPS;
- Expansion cabinets specific to the server;
- Tape drives/libraries;
- Processor cards (blades and chassis)

Contractors will be expected to provide any or all of the following services relative to their own equipment if requested by the Entity:

- project planning and/or implementation services;
- installation services and/or network integration;
- technical support;
- warranty services;
- on-going preventive maintenance (for an additional fee if requested during the warranty period)
- hourly or contracted maintenance/repair (after warranty expiration)
- installation of third party software

Up to three OEMS will be selected to provide new systems, products and services from the top manufacturers identified as "Leaders" in the Gartner Magic Quadrant for Blade Servers, January, 2011.

3.1.5.4 Original Equipment Manufacturers

Only Original Equipment Manufacturers (OEMs) may bid on this Category.

3.1.5.4.1 All Subcontractors

All subcontractors will be bound by the service and pricing specifications offered by the OEM in the OEM's response to this Category, for those services and/or hardware provided by the subcontractor, with the exception of Geographical Coverage. Subcontractors must comply with all applicable provisions of the RFR. Failure to comply with these terms may result in suspension from the Contract.

3.1.5.4.2 Subcontractors who hold ITC47 Category 6 Contracts

After Contract award, OEMs may designate any Category 6 Contractor as a subcontractor. If authorized by the OEM, Category 6 Contractors may resell OEM hardware covered under this Category. They may issue invoices and receive direct payments from Eligible Entities.

3.1.5.4.3 Additional Designated Partner

After Contract award, OEM Contractors may designate at most one partner as a subcontractor who was not awarded under Category 6, to act as their reseller. This Designated Partner may issue invoices and receive direct payments from Eligible Entities. The Designated Partner must be approved by the PMT, and must complete a Standard Contract Form, the Commonwealth Terms and Conditions, and the Substitute W-9 Form. The Designated Partner will be bound by all terms agreed to by the OEM, including the Prompt Pay Discount, the Administration Fee, and the Supplier Diversity Plan. If at any time during the life of the Contract, the OEM Contractor wishes to replace the Designated Partner, the replacement must be approved by the PMT and must abide by the conditions stated above.

With regard to commitments under the Supplier Diversity Plan (SDP), the commitment will be interpreted as shared between the OEM and the Designated Partner – that is, their combined expenditures with the SDP

partner will be counted toward meeting the commitment. If the Designated Partner is an Supplier Diversity Office certified company, all ITC47 income received by the Designated Partner will be counted toward the SDP commitment.

3.1.5.4.4 Subcontractors who do not hold ITC47 Category 6 Contracts

After Contract award, OEMs may designate an unlimited number of subcontractors, provided that each subcontractor meets the following qualifications:

- Registered to do business in the Commonwealth of Massachusetts
- Experience in acting as a subcontractor for the OEM in Massachusetts and/or neighboring states
- Currently certified by the OEM to provide equipment and/or services offered under this category of ITC47

OEMs must submit the following information for each subcontractor for the Strategic Sourcing Services Lead to review and approve:

Company name, contact person, contact person's email address, telephone, fax, mobile phone if applicable, company's years in business dealing with the Commonwealth, territory covered in Massachusetts by this subcontractor, number of full-time employees, services provided under this contract.

The Bidder agrees that subcontractors will be removed from the website at the request of the PMT. The PMT will make such a request only if the OEM and subcontractor have been warned at least once regarding unsatisfactory service, or if the PMT determines that the subcontractor's continued presence is against the best interests of the Commonwealth.

Eligible Entities will have no contractual relationship with the subcontractors. All payments will be made to the OEM, and the OEM, as prime contractor, is responsible to ensure that all contractual obligations are performed.

3.1.5.5 ISO Certification

The Bidder's processes must be ISO 9001 2008 (or later) certified.

3.1.5.6 Geographical Coverage

Bidders must be able to provide equipment and related services throughout the Commonwealth of Massachusetts, either on their own or through the use of subcontractors.

3.1.5.7 Presales assistance

Bidder must describe the presales assistance services that will be provided to assist Eligible Entities with procurement of IT equipment and services, such as planning, needs assessment, and other services provided without cost or obligation prior to issuance of a purchase order.

3.1.5.8 Website with Massachusetts Contract pricing

It is desirable that Bidders have an easy to use website with Massachusetts contract pricing. If proposed, Bidders must provide the URL for a current or demo customer website so that the PMT can assess its value and ease of use.

3.1.5.9 Quote requests

Bidders must respond to quote requests within two (2) business days of receiving the request, unless otherwise agreed to in advance. Bidders must provide toll-free phone and toll-free fax numbers, and email addresses, for the processing of all quote requests.

3.1.5.10 Freight, travel and other charges

Freight and travel charges, if any, must be identified in the quote. Freight and travel charges, or any other charges not included in the quote accepted by the Eligible Entity, will not be paid. Freight and travel charges must be no more than the actual freight or travel charges paid by the Contractor.

3.1.5.11 Installation / Setup

Bidder must describe what customer services will be available to assist Eligible Entities with procurement of IT Equipment and how and when these services will be made available. The response should, at a minimum, address the following:

RFR ITC47

- Delivery to end location (not loading dock)
- Unpacking
- Disposal of packaging materials
- Setup
- Custom configuration/software installation
- Custom factory integration

It is not expected that these services will be provided free of charge. Labor rates must be included in the Bidder's proposal for all staff categories that would be used for these services (See RFR Section 3.1.5.24, Labor and Services Rates).

3.1.5.12 Delivery timeframe

Bidders must agree to deliver all equipment within 30 days of receipt of an order, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor. Installation timeframe

3.1.5.13 Installation Timeframe

Bidders must, on request, install and have equipment ready to operate, pursuant to the manufacturer's standard installation policy, within thirty (30) days of delivery, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

3.1.5.14 Media and licenses

Bidders must agree to provide all operating manuals, software licenses, media, and setup guides for all equipment procured through this Statewide Contract, unless otherwise agreed to in advance. Licenses and documentation may be provided via download from a website.

3.1.5.15 Free telephone support

Bidders must supply unlimited free telephone technical support, accessible toll-free, 24 x 7 x 365 (24 hours per day, 7 days per week, every day except holidays) for 3 years after purchase. Maximum response time to calls is four (4) hours.

3.1.5.16 On-site 3-year Warranty

Bidders must provide an on-site, 3-year warranty, with no charges for parts, labor or transportation during the warranty period. Bidders must respond to a warranty service call within four (4) hours with a call back from the initial problem call and next business day on-site response time from the call back, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor. Additional warranty may be purchased at the option of the Eligible Entity.

3.1.5.17 OEM Replacement Parts

OEMS must agree to provide replacement parts for the length of the manufacturer warranty, either through warranty/maintenance services, or via shipment to the Eligible Entity, if requested by the Eligible Entity, and if the OEM allows direct shipment to the end-user of that type of replacement part. Replacement parts must be standardized and identical with the parts being replaced.

3.1.5.18 Commonwealth Discount

Bidders must provide a percentage discount from the manufacturer's publicly accessible list price, known as the "Index Price." If the OEM maintains multiple publicly available list prices (i.e., government, business), the price list used as the Index Price must be compatible with contract requirements.

If different percentages are offered for different types of equipment or under different circumstances, this must be described. For example, if the discount is different for educational institutions, that should be shown in the price sheets.

The percentage discount(s) shall be fixed for the life of the contract.

In addition to providing a standard discount, Bidders will also be asked to provide additional discounts based on the dollar amount of a particular purchase order, for discounts based on specific models or types of technology, or for other types of discounts as proposed by the Bidder.

3.1.5.19 Configuration pricing

Bidders must provide pricing for a solution which will meet the requirements detailed below. The purpose is to determine comparative pricing for like solutions, rather than to imply that this configuration will be ordered as specified by Eligible Entities. Bidders must provide the Index Price (See Commonwealth Discount, RFR Section 3.1.5.18) for a configuration meeting these requirements, as well as the discounted price (see "Commonwealth Discount," above). Discounted pricing will be used in the evaluation of Bidder responses.

Configuration: (minimum requirements)

- Intel Xeon X7550 8C (4 SMP Processors – 8 Cores each)
- 256GB 1333 ECC DDR3 RAM
- Redundant Power Supply
- 16MB Internal Video
- 1 GbE NIC (2-Ports)
- 10 GbE NIC (2-Ports)
- SAS/SATA RAID Controller (Supports RAID 0, 1, 10, 5, 50)
- 600GB 10K SAS Drives (8 Hot Swap Drives)
- DVD ROM Drive

3.1.5.20 ITD RFQ 10-40 Agreement

The Information Technology Division (ITD) conducted a competitive procurement under IT Statewide Contract to obtain discounts on rack mountable servers, RFQ 10-40, which was awarded for HP rack mountable servers (the "10-40 Agreement"). The 10-40 Agreement remains in effect through June 20, 2014 and, while in effect, mandates that Executive Department Agencies purchasing rack mountable servers purchase HP rack mountable servers from among the offerings in the 10-40 Agreement. Agencies permitted but not required to use the 10-40 Agreement for purchasing discounted rack mountable HP servers are the Legislature, the Judiciary, MassDOT, State Authorities, municipalities (including public K-12 schools), hospitals and universities.

3.1.5.21 Other Servers Available under ITC44

With the exception of the 10-40 Agreement (see above), servers will not be sold under ITC44 after ITC47 takes effect.

3.1.5.22 Post-Warranty Maintenance and Support

Bidders must describe plans they offer for post-warranty maintenance and support. Support and maintenance must be available for a period of four years following the expiration of a three-year warranty, three years following a four-year warranty, or two years following a five-year warranty. That is, the total support and maintenance period after purchase, including both warranty support and post-warranty support, must be at least seven years.

3.1.5.23 Enterprise Maintenance and Support

The PMT is interested in plans the Bidders may offer that would allow various levels of "enterprise" within the Commonwealth to secure better pricing on maintenance and support by combining all of the OEM's equipment within an enterprise into a single agreement. Bidders should describe the type of agreements they would entertain and how they would work, for example:

- Size of enterprise: What is the minimum size, in terms of number of pieces of equipment, dollar value of equipment, or other metric to be considered an "enterprise"? Can more savings be achieved for larger enterprises, and if so, can this be quantified? Possible examples of enterprises could include Commonwealth Departments, Commonwealth Secretariats, the entire Executive Department, municipal purchasing groups or consortia, or other agency groupings.
- Payment method: To be considered an enterprise, is it necessary for payments to be made from a single source within the enterprise, or are multiple payers allowable?
- Items covered: How and when are new items added to the agreement? How and when are discarded items removed? How are items still covered by warranty handled, and what happens when the warranty expires?

3.1.5.24 Labor and Services Rates

Bidders must list each job title for staff who will be providing services under this contract, and provide a single hourly standard rate and up to two overtime rates for each job title. Job titles must be listed regardless of whether these services will be provided by the OEM or by a subcontractor. If hourly rates for the same functional job title vary based on experience or other factors, this may be reflected in the job title, for example: PC Technician Level 1, PC Technician Level 2, Network Specialist (Novell), etc. After the first full year of the contract, Contractors may request rate adjustments annually on March 1 to be effective the following July 1. The PMT will determine whether to authorize increases based on increases to the Boston Area Consumer Price Index (CPI-U). The PMT reserves the right to impose rate decreases in the event to decreases to the Boston Area Consumer Price Index unless The Contractor can show that such decreases would be inappropriate.

3.1.5.25 Environmental Requirements

3.1.5.25.1 Equipment and Supply Packaging

3.1.5.25.1.1 Packaging Materials

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- uses other packaging materials that contain recycled content and are easily recyclable in Massachusetts (paper products, aluminum, plastics, glass)
- promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services or shipping carton return
- reduces or eliminates materials that have been bleached with chlorine or chlorine derivatives
- eliminates any packaging that contains polyvinyl chloride (PVC), polystyrene, or heavy metals

3.1.5.25.1.2 Recycling

After equipment delivery, Contractors must agree to work with their customers wherever feasible, to recycle all corrugated cardboard packaging. To comply with this requirement OEMs and/or Contractors should examine one or more of the following:

- Utilize the Eligible Entity's existing recycling program,
- Make arrangements with the seller of the equipment for packaging recycling,
- Utilize the services of a recycling company.

The services of a recycling company can be obtained through the Statewide Contract FAC33, Solid Waste and Recycling or its successor.

3.1.5.25.2 Equipment Design

- Upgradeability: It is desirable that Bidders offer equipment that is easily upgradeable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components.
- Materials use: It is desirable that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.
- Demanufacturing / Disposal: It is desirable that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:
 - Use of single plastic resins in plastic components weighing more than 100 grams,
 - Clear and visible labeling of plastic types in components weighing more than 25 grams,
 - Avoidance of paints, including metallic paints on any internal or external plastic housings,
 - Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

3.1.5.25.3 Toxics Reduction

Manufacturer's practices (reduced toxic materials in manufacturing): It is desirable that Bidders actively seek additional ways of minimizing their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,
- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

Bidders must agree that the equipment they intend to supply is in compliance with the European Union's Directive "Restriction of Hazardous Substances" (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://www.rohscompliance.com/>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the "Montreal Protocol on Substances that Deplete the Ozone Layer" (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>),
- Selenium, unless equipment can be returned to the manufacturer.

3.1.5.25.4 End-of-Life Management

The Bidder must make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is desirable that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:

- One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,
- Collection of any used equipment by Bidder or subcontractor for reuse or recycling.

OEMs must agree to make efforts to comply with the European Union's Directive "Waste Electrical and Electronic Equipment" (WEEE) (<http://www.environment-agency.gov.uk/business/topics/waste/32084.aspx>).

The Commonwealth reserves the right to require compliance (within a reasonable period of time) with any new standard, certification or registration that may be developed and released during the contract term with respects to imaging supplies; such as, but not limited to the Electronic Products Environmental Assessment Tool (EPEAT); <http://www.epeat.net/>.

3.1.6 CATEGORY 6 – PROJECT MANAGEMENT, MAINTENANCE, INTEGRATION AND INCIDENTAL HARDWARE

3.1.6.1 Years of Experience

The Bidder must have been in business for a minimum of five years preceding the release date of this RFR, performing IT Project Management, maintenance, integration, or acting as a seller or reseller of IT hardware. In the case of companies formed fewer than five years ago via merger, acquisition or some other means, the PMT may consider the experience of all companies involved in the merger or acquisition.

3.1.6.2 **Minimum Revenue**

Bidders must have had an income of a minimum of \$7,500,000 in gross revenue in the Bidder's most recently completed fiscal year, performing the types of services listed above.

3.1.6.3 **Introduction and Overview**

This Category combines two Categories from ITC16/ITC16A, Category 1, Project Management, and Category 6, Maintenance, Integration, and Incidental Hardware. Contractors will offer IT Project Management only, IT Project Management in conjunction with maintenance, integration, and incidental hardware, and maintenance, integration, or incidental hardware only.

All contractors will be designated as "Eligible Entities" for all of OSD's IT-related Statewide Contracts, and any equipment or software available from those contracts must be obtained from those Statewide Contracts, and provided to Eligible Entities with no additional markup. Bidders under this Category will therefore be able to provide one-stop shopping for Eligible Entities, thus enabling Eligible Entities to take advantage of the pricing and features of the Operational Services Division's (OSD) many Information Technology (IT)-related contracts, while interfacing with a single point of contact. Contractors will provide direct project management for technical projects as needed for Eligible Entities.

For example, setting up a computer lab may involve hardware and software selection, purchasing, integration, maintenance, and cabling. Category 6 Contractors will be fully responsible for obtaining commodities and services, if so requested by Eligible Entities. Unlike ITC16/ITC16a, however, Category 6 contractors will also be able to provide incidental hardware that is not available through any of OSD's Statewide contracts.

3.1.6.4 **Geographic Coverage**

Bidders must offer complete coverage in one or both of the following geographic areas of Massachusetts:

- Eastern Region: Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable, Dukes and Nantucket Counties.
- Western Region: Berkshire, Franklin, Hampshire, Hampden and Worcester Counties.

Bidders who have indicated that they provide services in one geographic area only will be permitted to provide services in the other area if requested to do so in conjunction with work for a client with offices in both regions.

3.1.6.5 **Eligible Equipment**

The following types of hardware may be provided:

- Desktops, laptops, netbooks, tablets, storage solutions, and servers, ONLY as a pass-through with no markup from OEMS under ITC47 or ITC44. Contractors must be able to provide certification from the OEM that they are authorized to sell such products.
- Hardware parts and/or upgrades of existing PCs, servers, or peripherals
- Computer accessories and peripherals such as monitors, memory, keyboards, mice, scanners, ONLY as part of a complete system order or in quantities of five or fewer, when part of a larger order that includes items not available under Category 7, Computer Supplies and Accessories
- GPS devices, adaptive technology, and peripherals not available under Category 7, Computer Supplies and Accessories.
- Hubs, switches, routers and printers, only if they are unavailable from other Statewide Contract or cannot be purchased from other Statewide Contracts independently of other bundled goods and/or services. "Unavailable from other Statewide Contracts" includes situations where the other Statewide Contractor is prohibited from selling goods/services above a certain dollar amount, and/or where the other Statewide Contractor cannot meet required delivery timeframes. Hubs, switches, routers and printers from OEMS whose products are not carried under other Statewide Contractors may be sold under this Contract Category.
- Storage components not covered under Category 4, Storage, including disk drives

3.1.6.6 **Types of Services**

Contractors may provide the following services, depending on the types of services covered by Category 6 that they propose to provide. For example, a company bidding only to provide maintenance services would not be required to perform the services specified for the second bullet, "manage and take complete

responsibility for IT projects.” The remaining sections in this Category do not apply to all of the different services that may be provided under Category 6. The Response Form for Category 6 indicates the requirements for each of the types of services that a bidder proposes to offer.

- manage and take complete responsibility for the outcome of IT projects
- acquire/provide the necessary hardware, software and services from Statewide Contracts (if available, and from other sources if not [See “How Business will be Conducted,” RFR Section 3.1.6.19])
- deploy, install and integrate hardware, software and services from Statewide Contracts (if available, and from other sources if not)
- arrange for maintenance from Statewide Contracts or provide maintenance directly
- provide support, including support for the network backbone and for a broad range of installed IT equipment, post installation support, and warranty work
- provide for a single source invoice for all work performed or equipment and services obtained
- provide imaging (image provided by Eligible Entity)
- provide Help Desk services

Services for IT application development projects are specifically excluded from this contract, except for software development that may be needed in conjunction with hardware systems integration.

Contract users may use this contract for all work within the scope of this contract category, or a subset of the work required. They may also obtain maintenance, integration, and incidental hardware independently of Project Management services.

3.1.6.7 Presales assistance

Bidder must describe the presales assistance services that will be provided to assist Eligible Entities with procurement of IT equipment and services, such as planning, needs assessment, and other services provided without cost or obligation prior to issuance of a purchase order.

3.1.6.8 Website with Massachusetts Contract pricing

It is desirable that Bidders have an easy to use website with Massachusetts contract pricing. If proposed, Bidders must provide the URL for a current or demo customer website so that the PMT can assess its value and ease of use.

3.1.6.9 Quote requests

Bidders must respond to quote requests within two (2) business days of receiving the request, unless otherwise agreed to in advance. Bidders must provide toll-free phone and toll-free fax numbers, and email addresses, for the processing of all quote requests.

3.1.6.10 Freight, travel and other charges

Freight and travel charges, if any, must be identified in the quote. Freight and travel charges, or any other charges not included in the quote accepted by the Eligible Entity, will not be paid. Freight and travel charges must be no more than the actual freight or travel charges paid by the Contractor.

3.1.6.11 Installation / Setup

Bidder must describe what customer services will be available to assist Eligible Entities with procurement of IT Equipment and how and when these services will be made available. The response should, at a minimum, address the following:

- Delivery to end location (not loading dock)
- Unpacking
- Disposal of packaging materials
- Setup
- Imaging (image provided by Eligible Entity)
- Custom configuration/software installation
- Custom factory integration

It is not expected that these services will be provided free of charge, but that they will be charged in accordance with the Labor and Service Rates, see RFR Section 3.1.6.20.1.

3.1.6.12 Delivery Timeframe

Bidders must agree to deliver all equipment within 30 days of receipt of an order, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

3.1.6.13 Installation timeframe

Bidders must, on request, install and have equipment ready to operate, pursuant to the manufacturer's standard installation policy, within thirty (30) days of delivery, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

3.1.6.14 Media and licenses

Bidders must agree to provide all operating manuals, software licenses, media, and setup guides for all equipment procured through this Statewide Contract, unless otherwise agreed to in advance. Licenses and documentation may be provided via download from a website.

3.1.6.15 Telephone support for Incidental Hardware

Bidders agree to pass on to the Eligible Entity any telephone support offered by the Manufacturer of the hardware, at no additional charge.

3.1.6.16 Warranty for Incidental Hardware

Bidders agree to pass on to the Eligible Entity any warranty provisions offered by the Manufacturer of the hardware, at no additional charge.

3.1.6.17 E-Rate

Some of the goods and services purchased under this procurement may be funded in part by the E-Rate Program. Bidders awarded a contract in ITC47 Category 6 agree to follow the requirements of the Schools and Libraries Division (SLD) E-Rate Program for all business conducted with schools and libraries on ITC47. Specifically with regard to any contracts or orders resulting from this procurement, Bidders must:

- include in their response the Bidder's Service Provider Identification Number (SPIN);
- agree that any contract entered into as a result of their response to this RFR is subject to the availability of discounts on a year-to-year basis. If the anticipated discount is not awarded by the SLD then the Eligible entity may at its sole discretion either terminate the purchase or adjust the quantities of equipment and service purchased without penalty;
- agree to invoice the SLD for the discount amount using the SLD approved forms and procedures – <http://www.sl.universalservice.org>; Once the SLD has made a funding commitment the Contractor must invoice the Eligible entity only for the after-discount amount;
- agree to assist the Eligible entity in resolving any administrative issues that may arise from the SLD program;
- agree that if a school or public library filed a Form 471 following the USAC guidance at <http://www.usac.org/sl/applicants/step04/state-replacement-contracts.aspx> for Scenario A or Scenario B that for both recurring charges and one-time charges the funding commitment will be limited to charges contained in the expiring master contract ITC16. This means the monthly charges MUST be no greater than what is contained in the expiring master contract ITC16 for the funding year July 1, 2010 to June 30, 2011.

Alternatively, Bidders who do not wish to meet the above E-Rate requirements must indicate this in their bids, and must agree that they will advise any school or library requesting a quote for goods or services that these will not be reimbursable under the E-Rate program.

3.1.6.18 Company Credentials

3.1.6.18.1 Project Management

As an IT Project Management Contractor, the Bidder must have well-established credentials in management of complex IT projects, as well as in systems installation/integration.

It is required that there be at least one professional IT Project Manager on staff (a full time employee). Bidder must include the project management credentials (PMI [Project Management Institute] certification or comparable) of one IT project manager(s) who would be available to be assigned to projects under this contract. Extensive experience in IT project management may be substituted for this requirement, provided

that documentation is submitted showing experience comparable to that required to obtain a PMI certification.

3.1.6.18.2 Recommendation Letters

Bidders must identify three IT hardware related engagements for government clients including municipalities that began after September 1, 2009 and were completed prior to the issue date of this RFR. For each engagement, provide the title, start and end dates, the dollar amount, a description of the engagement including the type of IT hardware involved, and the name of the client organization. A signed letter of recommendation on the client's official letterhead must be provided for each engagement, using one of the Reference Letter templates located on the Forms & Terms tab of this RFR. The letters must be submitted with the RFR Response. One letter is for Project Management engagements; the other is for engagements that did not involve Project Management. Bidders who wish to provide Project Management under ITC47 must use the Project Management reference letter for all three references. The PMT intends to select at least 5 vendors with Project Management recommendation letters from schools K-12, so bidders with K-12 experience are encouraged to submit at least one recommendation letter from a school.

3.1.6.18.3 Network Integration Qualifications – Company Level

Bidders must submit written verification from the publishers of each operating system for which they propose to provide integration services. This certification must be maintained throughout the life of the contract. Contractors may be asked to provide evidence of current certification at any time during the contract period.

3.1.6.18.3.1 Microsoft – Company Level

Bidders offering Network Operating System services for Microsoft software must be a Microsoft Certified Solution Provider Program participant, with one of two levels of participation, "Microsoft Certified Solution Provider – Member Level" or "Microsoft Certified Solution Provider – Partner Level." It is desirable that Bidders be certified as a Microsoft Certified Solution Provider – Partner Level. To meet this requirement, Bidders must submit written verification (copy of authorization letter and certificate) from Microsoft that they are a Microsoft Certified Solution Provider.

3.1.6.18.3.2 Linux – Company Level

As open system operating systems, Linux and Linux variants are available from multiple sources including Debian, Gimp, HDE, Mandrake, OpenLinux, RedHat, Slack Ware, SuSe, TurboLinux, and Yellow Dog (Apple variant) and others. Bidders offering Network Operating System services for Linux and/or Linux variants must provide proof of proficiency, in the form of a certification from a recognized Linux OS provider, evidence of a strategic partnership with a recognized Linux OS provider, or other documentation generally accepted as evidence of Linux proficiency within the open system community.

3.1.6.18.3.3 Apple – Company Level

Bidders offering Network Operating System services for Apple software must submit written verification (copy of authorization letter) from Apple indicating that the Bidder is authorized to provide such services.

3.1.6.18.3.4 Other Operating Systems – Company Level

Bidders offering Network Operating System services for other operating systems must provide proof of proficiency, in the form of a certification from a recognized operating system provider, evidence of a strategic partnership with a recognized operating system provider, or other documentation generally accepted as evidence of proficiency in that operating system.

3.1.6.18.4 Technical Staff Certifications - Microsoft, Linux, Apple, Other

Bidders must indicate the number and type of certifications held by their technical staff as specified in the Response Form for Category 6. Certifications should be counted only for full-time employees and employees who work a standard number of hours on a part-time basis. Only staff who work in Massachusetts or neighboring states and could be available to provide services on-site within four hours under this contract should be counted. Certifications for contractors who are called in on an "as needed" basis only should not be counted. Bidders must also indicate the total number of full-time and part-time staff who hold these certifications. If selected for a Contract Award, Bidders may be required to submit copies of all or a subset of the referenced certifications.

3.1.6.18.5 Maintenance Experience

The Commonwealth has a wide variety and varied installed mix of IT Equipment. Some of this equipment is still in use. Some of this equipment may no longer be manufactured. As a result there is a need for contractors to provide maintenance and support services for a broad range of equipment. Bidders must describe their experience and the extent of their coverage of maintenance and support for this equipment.

3.1.6.19 How Business Will Be Conducted

3.1.6.19.1 Equipment and Services available under the OEM Categories of this Contract

For desktops, laptops, storage solutions, and servers, only the equipment available from OEMs awarded under this Contract may be offered, only by Contractors authorized by the OEM to resell such equipment, and at a cost not to exceed the cost of purchasing directly from the OEM. For example, if the awarded OEMs for desktops under this Contract were A, B, and C, the Contract could not be used to purchase desktops made by OEM D.

3.1.6.19.2 Equipment and Services available under other Statewide Contracts

Similar to the above, but not restricted to OEMs awarded under those Contracts. Contractors must be authorized to resell equipment by the OEM, and if obtainable from a Statewide Contract, must provide it a cost not to exceed the cost of purchasing directly from the OEM under that Statewide Contract. However, if an Eligible Entity wishes to purchase a router made by OEM A, and OEM A's routers are not available under Statewide Contract, the router may be sold under this Contract. Similarly, if the Eligible Entity wishes to purchase a printer that is not available under any other Statewide Contract, this is acceptable.

If the Eligible Entity locates a device that is covered under a Statewide Contract, at a cheaper price, the Eligible Entity may follow the process described in OSD's policy memo 05-19 to request permission to buy "off contract." Note that if permission is granted, the Eligible Entity will still need to conduct whatever type of procurement is applicable to the amount of the purchase.

3.1.6.19.2.1 Designation as "Eligible Entities"

IT Project Management Contractors will be designated as Eligible Entities, thereby able to use OSD's Statewide Contract, for the purposes of the preceding two sections only. Contracts will include but not be limited to Information Technology Statewide Contracts, including contracts for hardware, software, and services and including other categories of ITC47. From time to time contracts may be added or deleted to the list of contracts which the Category 6 Contractor is eligible to use, and the contracts themselves may be amended.

3.1.6.19.3 Equipment and Services NOT available under other Statewide Contracts

Equipment such as adaptive devices and other items not available under any Statewide Contract may be offered under this contract, provided that the Contractor meets whatever standards and qualifications are needed to resell the hardware. This contract may not be used to obtain equipment other than information technology equipment that can be used in conjunction with desktops, laptops, netbooks, tablets, storage solutions, and/or servers. Any item with a unit price of \$5,000 or more must be approved by OSD's Contract Manager.

3.1.6.20 Costs

3.1.6.20.1 Labor and Services Rates

Bidders must list each job title for staff who will be providing services under this contract, and provide a single hourly standard rate and up to two overtime rates for each job title. Job titles must be listed regardless of whether these services will be provided by the OEM or by a subcontractor. If hourly rates for the same functional job title vary based on experience or other factors, this may be reflected in the job title, for example: PC Technician Level 1, PC Technician Level 2, Network Specialist (Novell), etc. After the first full year of the contract, Contractors may request rate adjustments annually on March 1 to be effective the following July 1. The PMT will determine whether to authorize increases based on increases to the Boston Area Consumer Price Index (CPI-U). The PMT reserves the right to impose rate decreases in the event to decreases to the Boston Area Consumer Price Index unless The Contractor can show that such decreases would be inappropriate.

3.1.6.20.2 Installation Pricing

Bidders must price out a sample installation, using the following assumptions:

- Equipment to be installed: 100 desktops specified in Desktop Configuration 1 (see RFR Section 3.1.2.19.2)
- Each desk has an unopened box containing a Configuration 1 computer.
- Space: Floors 8, 9, and 10 of a new office building. Cabling and data jacks already installed.
- Network: Windows Server 2008
- Services required: Unpacking, setup, connecting computer to data jack, testing network connection, imaging (image to be provided by Eligible Entity), packaging disposal

3.1.6.20.3 Equipment and Services Markup

The Bidder must provide a maximum percentage markup for any equipment or services obtained from sources other than OSD's Statewide Contract.

Any hardware, software or services procured from OSD's Statewide Contracts will be at a "pass-through" cost without markup to the Eligible Entity.

A copy of the invoice showing cost of such items/services obtained through OSD's Statewide Contracts or other sources must be maintained and provided on request to OSD or to the Eligible Entity.

3.1.6.21 Environmental Requirements

3.1.6.21.1 Equipment and Supply Packaging

3.1.6.21.1.1 Packaging Materials

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- uses other packaging materials that contain recycled content and are easily recyclable in Massachusetts (paper products, aluminum, plastics, glass)
- promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services or shipping carton return
- reduces or eliminates materials that have been bleached with chlorine or chlorine derivatives
- eliminates any packaging that contains polyvinyl chloride (PVC), polystyrene, or heavy metals

3.1.6.21.1.2 Recycling

After equipment delivery, Contractors must agree to work with their customers wherever feasible, to recycle all corrugated cardboard packaging. To comply with this requirement OEMs and/or Contractors should examine one or more of the following:

- Utilize the Eligible Entity's existing recycling program,
- Make arrangements with the seller of the equipment for packaging recycling,
- Utilize the services of a recycling company.

The services of a recycling company can be obtained through the Statewide Contract FAC33, Solid Waste and Recycling or its successor.

3.1.6.21.2 Energy Efficiency

It is the intention of the Commonwealth to issue power management policy and standard for computer equipment, including applicable Energy Star settings for standby and/or sleep mode. All equipment that is specially imaged or otherwise altered for the Eligible Entity under the contract must comply with such guidelines. Over the duration of the contract, as new specifications for power management are issued for current or new equipment categories, the PMT reserves the right to set requirements for equipment in those categories to be compliant as well as to specify the dates after which non-compliant equipment may not be sold.

3.1.6.21.2.1 Energy Star

• Equipment and Guidelines

All desktop computers, notebook computers, netbooks, tablet PCs and monitors must be delivered with Energy Star features enabled. Contractors should ensure that all Energy Star qualified products have the

Energy Star label or substitute affixed to any equipment covered by such guidelines (<http://www.energystar.gov/>).

Installation, service and any other technical support performed under any contract resulting from this RFR must, where applicable, include the proper configuration of power management features according to the current Energy Star specifications for that equipment category at the time of installation, service or any other technical support.

- Personnel involved in system integration, site customization, equipment maintenance and technical support must:
- Ensure that power management features on all equipment remain installed and functional at all times.
- Carry out their services so as to maximize the energy efficiency of the installed product.
- Treat the malfunction of power management as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.

Awarded Contractors must provide the following detailed set-up specifications to customers:

- Equipment shall be configured so it automatically enters a low-power mode after a period of inactivity.
- When a computer in a low-power mode is used again, it automatically returns to active mode.
- For computers that will be used in networked environments, provide CPU's and monitors that are set up to sleep on networks and respond to wake events.
- Provide training, assistance materials (if requested) and customer support on the power management features so that these features remain properly activated.

- **Service and Maintenance**

Installation, service and technical support performed as part of the maintenance agreement must include the proper configuration of power management features according to the current EnergyStar specifications for that class of equipment.

Personnel involved in system integration, site customization, equipment maintenance and technical support must:

- Ensure that power management features remain installed and functional at all times.
- Carry out their services so as to maximize the energy efficiency of the installed product.
- Treat the malfunction of power management features as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.

3.1.6.21.2.2 EPEAT Registered Equipment

- **Registration Requirements**

All desktops, laptops, and computer monitors provided under this contract are required to have achieved Silver registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT). EPEAT is a procurement tool designed to help large volume purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680). The registration criteria and a list of all registered equipment are provided at <http://www.epeat.net>.

On rare occasions when no EPEAT Silver equipment model meets the special and specific performance requirements set by the Eligible Entity, Awarded Contractors may sell equipment that is not compliant with the requirement above. In this case the Contract must consider EPEAT Bronze equipment for compliance with the Eligible Entity's needs before considering non-EPEAT registered equipment.

Over the duration of the contract, as new equipment categories are added to EPEAT, the PMT reserves the right to set requirements for equipment in those categories to be EPEAT registered, as well as to specify the required EPEAT registration level and the dates after which non-registered equipment may not be sold.

- **Reporting Requirements**

For each desktop, laptop, and monitor sold that falls under EPEAT requirements, EPEAT Registration Status (i.e. Bronze, Silver, Gold or Unregistered) must be provided. For CPU + Monitor bundles, monitor model number must be provided in a separate column, and EPEAT Registration Status must be provided

separately for the CPU and the monitor. The Operational Services Division will provide Contractors with a reporting spreadsheet template to fulfill this requirement.

3.1.6.21.2.3 Training on Energy Star, EPEAT and Recycling

Any equipment-related training performed under any contract resulting from this RFR (e.g. upon installation of new equipment) must include information on the use and benefits of Energy Star power management features, EPEAT as well as information on the proper recycling and/or reuse of used equipment. Awarded Contractors must submit samples of any such training materials to the PMT within ninety (90) days following the award.

3.1.6.21.3 End-of-Life Management

The Bidder must make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. Any provisions offered by the OEM to facilitate or mitigate the cost of environmentally responsible end-of-life management must be passed on to contract users.

3.1.7 CATEGORY 7 - Computer Supplies and Accessories

3.1.7.1 Years of Experience

The Bidder must have been in business for a minimum of three years preceding the release date of this RFR, as a seller of computer supplies and accessories. In the case of companies formed fewer than five years ago via merger, acquisition or some other means, the PMT may consider the experience of all companies involved in the merger or acquisition.

3.1.7.2 Geographical Coverage

Bidders must be able to provide computer supplies and accessories throughout the Commonwealth of Massachusetts.

3.1.7.3 Website with Massachusetts Contract pricing

It is desirable that Bidders have an easy to use website with Massachusetts contract pricing. If proposed, Bidders must provide the URL for a current or demo customer website so that the PMT can assess its value and ease of use.

3.1.7.4 Response to quote requests

Bidders must respond to quote requests within two (2) business days of receiving the request, unless otherwise agreed to in advance.

3.1.7.5 Contact information for quote requests

Bidders must provide toll-free phone and toll-free fax numbers, and email addresses, for the processing of all quote requests.

3.1.7.6 Freight, travel and other charges

Freight and travel charges, if any, must be identified in the quote. Freight and travel charges, or any other charges not included in the quote accepted by the Eligible Entity, will not be paid. Freight and travel charges must be no more than the actual freight or travel charges paid by the Contractor.

3.1.7.7 Delivery timeframe

Bidders must agree to deliver all items within 10 days of receipt of an order, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

3.1.7.8 Media and licenses

Bidders must agree to provide all operating manuals, software licenses, media, and setup guides for all equipment procured through this Statewide Contract, unless otherwise agreed to in advance. Licenses and documentation may be provided via download from a website.

3.1.7.9 Return Policy

Bidders must accept return of any defective supplies or accessories, or supplies and accessories which do not conform to those quoted, within thirty days of receipt of goods. Bidders must provide a means for the Eligible Entity to ship the materials without paying for shipment. It is desirable that Bidders offer a return

policy which allows Eligible Entities to return non-defective supplies or accessories within thirty days of delivery, without restocking or other charges.

3.1.7.10 Eligible Items

3.1.7.10.1 Desktop-Related Supplies and Accessories

Hard Drives, Memory (RAM), Optical Drives, Power Supplies, System Boards, Cards (Video/Audio/Serial), Internal Cables (IED/SATA/SCS/PATA), Keyboards, Monitors, Mice, USB Drives, Cables (USB/SCSI/Serial/Audiovisual/Specialty), External Drives, Security locks and devices, Specialized Computer Tools and Kits, Computer Racks and Housing, Data Collection Devices, Other Desktop-related external supplies and accessories

3.1.7.10.2 Laptop-Related Supplies and Accessories

Hard Drives, Memory (RAM), Optical Drives, Batteries, System Boards, Cards (Video/Audio/Serial), AC Adapters, Internal Cables (IED/SATA/SCS/PATA), Bags, Cases, Docking Items, Other laptop-related supplies and accessories

3.1.7.10.3 Printer-Related Supplies and Accessories

OFF32 is the printer supply contract. Only supplies unavailable from OFF32 may be purchased from this contract.

3.1.7.10.4 Server-Related Supplies and Accessories

Drives, Power Supplies, Management Cards, Memory (RAM), Processors, Other Server-related supplies and accessories

3.1.7.10.5 Uninterrupted Power Supplies (UPS)

Replacement Battery Cartridges, Network Management Cards, PC/Server UPS' Other UPS-related supplies, and accessories

3.1.7.10.6 Storage Media - Removable

CD/CD-R/CD-RW, DVD/DVD-R/DVD-RW, Floppy Disks, Flash Drives, Magnetic Tape Media, Back-up Tapes, Data Cartridges, Data Cleaning Cartridges, Data Cassettes, Other PC Storage Media Devices

3.1.7.10.7 Other Computer- Related Supplies and Accessories

Bar-Coded Labels, Blank Labels, Technical Books and Manuals

3.1.7.11 Maximum Markup

Bidders must propose a maximum markup over the invoice paid by the Bidder, for all goods provided under this Category. Bidders may propose lower markups based on quantity or type of accessories/supplies.

3.1.7.12 Environmental Requirements - Equipment and Supply Packaging

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging that:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- uses other packaging materials that contain recycled content and are easily recyclable in Massachusetts (paper products, aluminum, plastics, glass)
- promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services or shipping carton return
- reduces or eliminates materials that have been bleached with chlorine or chlorine derivatives
- eliminates any packaging that contains polyvinyl chloride (PVC), polystyrene, or heavy metals

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

The PMT has chosen to utilize independent parties, Open Ratings and Dun and Bradstreet Information Services (D&B), to assist in the evaluation process in two areas, reference checking and financial stability. The required reports are the "Supplier Qualifier Report" and the "Past Performance Evaluation (Supplier Performance Review)." The "Supplier Analysis Report" may be substituted for the "Supplier Qualifier Report."

3.2.1 How to Request Reports

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

Bidders must request that a copy of each report be sent to the PMT, to marge.macevitt@state.ma.us. A copy will also be sent to the Bidder's contact person named on the request form in the recipient section. If additional information for Marge is requested on the form: Marge MacEvitt, Operational Services Division, 10th Floor, 1 Ashburton Place, Boston MA 02108, Tel 617-720-3121, Fax 617-727-4527.

Important Note: Bidders may choose to obtain the reports by following some other process; however, following the instructions above will result in the correct reports being submitted by Dun & Bradstreet to marge.macevitt@state.ma.us. If Bidders follow a different process, the correct reports may not be produced. Bidders should note that it is not acceptable for the Bidder to simply include the reports in their proposal or to email the reports themselves; only reports emailed by Open Ratings and/or Dun and Bradstreet to marge.macevitt@state.ma.us will be acceptable.

3.2.2 Timing of the Report Request

Bidders are urged to request the Open Ratings / Dun and Bradstreet reports as soon as possible. Typically, reports can be prepared within 30 days; however, there can be delays in report preparation, so Bidders should NOT wait until 30 days before the Solicitation is due to request the reports.

3.2.3 Bidder's Legal Name

Bidders should note that Open Ratings will use the company's legal name when requesting surveys. If clients are more likely to recognize the company's "doing business as" name, it is up to the Bidder to let their clients know they may be asked by Open Ratings to complete surveys referencing the company's legal name.

Bidders must ensure that the company name given on the Open Ratings/Dun and Bradstreet reports matches the name on the Bidder's Response. Reports for parent companies or subsidiary companies are not acceptable.

3.2.4 Use of Reports Obtained Previously

If Bidders have had the required reports completed by Open Ratings and/or Dun and Bradstreet within six months of the release date of the RFR, those reports may be submitted in lieu of obtaining new reports. However, the Bidder must arrange for Open Ratings and/or Dun and Bradstreet to email copies of the reports directly to marge.macevitt@state.ma.us. Reports will not be accepted if they are simply included in the Bidder's Response or emailed by the Bidder.

3.2.5 Errors in Open Ratings / Dun and Bradstreet Reports

If a Bidder receives the reports but believes they contain errors, it is the Bidder's responsibility to contact: D&B's Customer Resource Center at 888-299-3118 to report any changes/updates if the issue concerns the "Supplier Qualifier Report" or the "Supplier Analysis Report," and the Open Ratings Coordinator (727-329-1184; orders@openratings.com) at Open Ratings if the problem is with the "Past Performance Evaluation (Supplier Performance Review)" in time to obtain a corrected version to include with the RFR Response.

3.2.6 Explanation Required for Certain Ratings

Bidders whose "Supplier Risk Score" on the Supplier Qualifier Report or Supplier Analysis Report is above 7 must provide a satisfactory explanation to the PMT regarding the company's financial position. Bidders whose "Overall Performance Rating" on the Past Performance Evaluation (Supplier Performance Review) is below 80 must provide an explanation to the PMT regarding their customer satisfaction score. The PMT may disqualify Bidders if, in the sole judgment of the PMT, the explanations provided are not satisfactory.

Important Note: Failure to have these reports sent to marge.macevitt@state.ma.us by Open Ratings and/or Dun and Bradstreet prior to the RFR deadline may result in disqualification of the Proposal. Bidders are advised to contact the Open Ratings Coordinator (727-329-1184; orders@openratings.com) if they have not received their reports by two weeks in advance of the Proposal due date.

3.3 Compensation Structure/Pricing (see each Category for Category-Specific Provisions)

3.3.1.1 Statewide Contract Administration Fee

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to M.G.L. c. 7, § 3B, 801 CMR 4.02. For information on the Statewide Contract Administration Fee, please see the RFR Section 3.6.1.

3.3.1.2 Prompt Pay Discounts (PPD)

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

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

All discounts offered will be taken by the Commonwealth's accounting system when the payment date is within the specified number of calendar days listed on the Response Form. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later, to the date the payment is issued as an EFT or mailed. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor. Bidders should note that if an invoice is rejected because it is incorrect, incomplete or otherwise invalid, the date that the corrected invoice is received will be considered as the receipt date of a valid, acceptable invoice.

All PPDs must be based on a 10, 15, 20 and/or 30 calendar day turnaround time for payments. Bidders may offer a 1%, 2%, 3%, 4% or 5% discount for any or all of the turnaround times listed. For example, the Bidder might offer:

Payment within the following number of calendar days after an acceptable invoice is received by the Agency	Discount
10	5%
15	4%
20	3%
30	1%

This would be interpreted to mean that a 5% discount would be applied to payments received within 10 calendar days, a 4% discount would be applied to payments received on calendar days 11-15, a 3% discount would be applied to payments received on calendar days 16-20, and a 1% discount would be applied to payments received on calendar days 21-30.

Another example:

Payment within the following number of calendar days after an acceptable invoice is received by the Agency	Discount
10	5%
15	
20	
30	1%

This would be interpreted to mean that a 5% discount would be applied to payments received within 10 calendar days, and a 1% discount would be applied to payments received on calendar days 11-30. Bidders

must not propose lower discounts for longer periods of time, i.e., it is not acceptable to propose a 5% discount for payments within 30 days and lower discounts for payments in fewer than 30 days.

Bidders should be aware that Commonwealth Agencies may require invoices to be submitted monthly, twice per month, or weekly.

3.4 Supplier Diversity Program (SDP) Plan

Important Note:

The former State Office of Minority and Women Owned Business Assistance (SOMWBA) is now known as the Supplier Diversity Office (SDO). The Affirmative Market Program (AMP) is now known as the Supplier Diversity Program (SDP), and the AMP Plan Form is now the SDP Plan Form. SOMWBA-certified M/WBEs (Minority and/or Women Business Enterprises) are now referred to as SDO-certified M/WBEs.

Transition: Any requirements or desirable specifications in this RFR, or any documents associated with this RFR, for SDO Certification, or an SDO Certification Letter, may be met by a current (prior to expiration date) SOMWBA Certification Letter. When SOMWBA certification comes up for renewal, SOMWBA certifications will be replaced by SDO certifications. This provision shall remain in effect until all current SOMWBA certifications have been replaced by SDO certifications.

Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their Response for evaluation. It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation.

3.4.1 Supplier Diversity Plan

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

Subcontracting:

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

Ancillary:

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

Growth and Development:

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

3.4.2 **Percentage Commitments vs. Dollar Commitments**

Bidders should be aware that if they offer dollar commitments rather than percentage commitment, the dollar commitment will apply regardless of how much income is received under ITC47. Also, for Bid evaluation purposes, any dollar amount bid will be converted to a percentage. Each \$10,000 bid will be evaluated as 1% (i.e., a \$100,000 commitment would be evaluated at 10%). This will be done for evaluation only; a dollar commitment will not be treated as a percentage commitment for contract monitoring purposes.

3.4.3 **Submitting SDO Plans by Category**

Bidders bidding on multiple categories should be aware that if they submit one SDP Plan for their bid as a whole, the SDP dollar or percentage commitment will apply regardless of whether they win in one category or multiple categories. Bidders who wish to submit a separate SDO plan for each category may do so. In the space near the top of the form labeled "Contract/RFR Document Number," enter "ITC47 – Category Number [enter Category number]."

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

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: [SDP Procurement Resources and Guides](#) or www.mass.gov/sdp.

Bidders must make a significant SDO commitment in order to be awarded a contract under ITC47.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: [SDP Procurement Resources and Guides](#) or www.mass.gov/sdp.

3.5 **Participation in OSD's Annual Marketing Event, formerly known as GreenSTAR**

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 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 the event 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 event 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 event 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 the event in their RFR Response will be required to honor their commitment each year that the event is held for the duration of their contract, if awarded a contract.

3.6 **Requirements for Doing Business after a Contract Has Been Awarded**

The requirements below are specific to the Statewide Contract, if any, awarded as a result of this Solicitation. Awarded Bidders (Contractors) must also comply with the requirements stated in RFR Section 6.3, "Terms and Requirements Pertaining to Awarded Statewide Contracts."

3.6.1 **Statewide Contract Administration Fee and Report**

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to M.G.L. c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into

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

Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's bid price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

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

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

The fee will be waived for ITC47 OEMs or other ITC47 vendors for equipment and/or services provided to ITC47 vendors acting as Eligible Entities in accordance with RFR Section 3.1.6.3.

3.6.1.1 Quarterly Fee Payment:

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

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

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

Payments are to be made by check made payable to the "Operational Services Division, Comm. of Mass." and mailed to: Operational Services Division, Attn: Contract Admin. Fee, One Ashburton Place, Room 1017, Boston, MA, 02108. Please include the following information in the memo field of each check: 1) "Contract Administration Fee", 2) the Statewide Contract Number and 3) your Commonwealth of Massachusetts Vendor Code (VC) number. Please do not list social security numbers on the check. If the total Administration Fees due for the Payment and Reporting Period (see Quarterly Reporting below) are less than \$50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater.

3.6.1.2 Quarterly Reporting:

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

3.6.1.3

Audit:

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

3.6.1.4

Other Terms:

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, 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.

3.6.2

Contract Cost Compliance Verification

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

3.6.3

Restrictions

3.6.3.1

Goods and Services Covered by Other OSD Contracts

Devices covered under OFF32 (copiers, scanners, faxes and multifunction devices) may not be offered under contracts resulting from this RFR. PBXs and IP Telephony solutions are also prohibited. From time to time, OSD may develop procurements or join other contracts focusing on specific technology which is not currently prohibited under ITC47. OSD will notify ITC47 contractors of any technology which becomes prohibited under ITC47 as a result of such procurements, and ITC47 contractors will remove such technology from their ITC47 offerings. Contractors may provide only those items specified in the Categories under which they were awarded contracts.

3.6.3.2

Brands

The brands awarded for Desktops and Laptops, Servers, and Storage Solutions are the only brands of Desktops and Laptops, Servers, and Storage Solutions that may be sold under this Contract, whether by an OEM or by a reseller.

3.6.3.3

Software Prohibition

Contractors are prohibited from reselling any type of software licenses (or products) through this contract, except as provided below.

- 3.6.3.3.1 Category 6 Vendors obtaining software through Statewide Software Contracts**
This exception allows Category 6 vendors using their designation as “Eligible Entities” to obtain software from any of OSD’s Statewide Software contracts, such as ITS42 (the Reseller contract), ITS19 (Oracle software and services), and additional or successor contracts.
- 3.6.3.3.2 Highly Integrated Hardware/Software Systems**
This exception allows software which requires specialized hardware to operate, and requires a high level of interface with a software supplier during the build phase. Written approval of the Strategic Sourcing Services Lead is required for any sales under this exception.
- 3.6.3.3.3 Software Unavailable Through Resellers**
This exception covers software which is not available through software resellers, but is sold only in conjunction with a hardware system or by the Software Publisher directly.
- 3.6.3.3.4 Schools and School Districts as Part of Equipment Purchase**
Schools and/or School Districts may purchase ONE (1) COPY of application software with each system ordered as an integral part of the order from the same vendor. Multiple copies of any software are prohibited under this contract and only a one-to-one workstation-software purchase is permitted.
- 3.6.3.3.5 Other Exceptions regarding software**
An Eligible Entity or Contractor may petition the Strategic Sourcing Services Lead for an exception if evidence that purchase of software products from the Contractor will provide better value than purchase through the Statewide Software Reseller. The Strategic Sourcing Services Lead will make the final determination on best value software purchases outside the Software Reseller Contract.
- 3.6.3.3.6 Statewide Software Contractor**
Contact and other information regarding the Statewide Software Reseller Contract can be found at: www.comm-pass.com document number ITS42.
- 3.6.4 Web sites specifically designed for this Contract**
Web sites designed by the awarded contractor may only contain those items that have been specifically awarded to under this contract. Any other items, goods, or services that have not been awarded and approved by the PMT are prohibited.
- 3.6.5 Catalogs**
Catalogs will be electronic as a web-link or via digital storage device (CD, flash drive, etc.)
Catalogs will be limited to only those products available under this contract. No other products or services may be referenced or used unless permission has been granted by the PMT for this contract.
- 3.6.6 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.
- 3.6.7 Contract Management**
- 3.6.7.1 Commonwealth Contract Manager**
The contact on the Issuer(s) tab for this Contract on Comm-PASS is the Commonwealth Contract Manager. All Statewide Contract questions must be directed to the Commonwealth Contract Manager. The Commonwealth Contract Manager shall have the final authority, with the approval of the PMT, in all operational matters pursuant to the Contract. The Commonwealth Contract Manager must approve in advance any proposed substitutions, additions or modifications to this contract.
- 3.6.7.2 ITC47 Contractor Account Team**
- 3.6.7.2.1 Single point of contact (Contractor’s Contract Manager)**
The individual named on the Standard Contract Form as “Contract Manager” will be responsible for the proper operation and administration of the Contract.

3.6.7.2.2 Replacement of Contractor's Contract Manager

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

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

3.6.7.2.3 Timely response to requests

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

3.6.7.2.4 Meetings

The Contractor's Contract Manager will attend meetings at the Operational Services Division or at other sites, if required by the Commonwealth Contract Manager. The Contractor's Contract Manager will be responsible for arranging the attendance of representatives of subcontractors if requested to do so. The PMT does not plan to have regularly scheduled meetings for all contractors. A "Contract Kickoff" meeting may be held at the beginning of the contract, and other meetings may be held if new procedures are introduced. Under ITC16a/ITC16, there was one general meeting called during the seven-plus years of the contract.

Meetings with individual contractors may be needed from time to time to resolve issues arising during the life of the contract.

Ample notice will be given of any meetings and, if practical, contractors will be given the option to attend via webcast or teleconference.

3.6.8 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.

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

3.6.9 Report Requirements and Due Dates

The Bidder must agree that if awarded a Contract resulting from this RFR, the Contractor will submit Quarterly Reports to the Commonwealth Contract Manager and to the Administration Fee Administrator. Reports are due November 15 for July – September, February 15 for October – December, May 15 for January – March, and August 15 for April – June.

3.6.9.1 Contractor Engagement/Sales Report

3.6.9.1.1 Hardware, Maintenance and Support

This report will include the Contractor's name, email address, and phone number. For each sale or service contract, the report must show the Eligible Entity, the purchase order number and/or service contract number, a description of what was procured, including, for hardware, the manufacturer and model number, and the total cost. The IT Hardware PMT reserves the right to require that the Contractor include additional information on the report as deemed necessary for the administration of the Statewide Contract.

3.6.9.1.2 Other Services

The report will include information concerning engagements for services other than maintenance and support, including, for each engagement, the name of the Eligible Entity, and the start and end dates of the engagement. For each engagement, the Contractor will identify the project as "Fixed Price" or "Hourly Rate" and provide the project title, a brief one or two sentence summary of the services being provided, the total dollars invoiced during the reporting period, and the total dollar value of the engagement.

3.6.9.1.3 Supplier Diversity Program (SDP) Report

The SDP Report will be cumulative from the beginning of the Contract, with subtotals for each fiscal year. Contractors must include actual dollars spent with SDO-certified companies during the reporting period and all previous reporting periods. If subcontracting was done for an engagement with an Eligible Entity, the name of the Eligible Entity must be included. The Massachusetts SOMWBA or SDO certificates for all of the contractor's SDO/AMP partners appearing on the report must also be submitted with all reports. If the contractor does not appear to be on track for meeting their SDP commitment, or has not met the commitment on the annual report, a plan must be included showing how and when the commitment will be met. Contractors may be suspended from new business, or terminated from the Contract, for failure to meet their SDP commitment.

3.6.9.1.4 Statewide Contract Administration Fee Quarterly Report

See RFR Section 3.6.1 for report submission and content.

3.6.9.1.5 EPEAT Reporting

See the Environmental Sections of Categories 3.1.2.23.2.2 and 3.1.6.21.2.2 regarding reports required for EPEAT-registered equipment for Categories 2 and 6, respectively.

3.6.9.1.6 Additional Information as Required on the Report Template

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

3.6.9.1.7 Late Reporting

Contractors may be suspended from new business for late reporting.

3.6.10 Requirements at Statewide Contract or Engagement Termination

When an engagement with an Eligible Entity terminates or expires, the Contractor must immediately deliver to the Eligible Entity any copies of Eligible Entity content, the application and/or other products developed pursuant to the engagement, including configuration diagrams, network maps, reports, documentation, and any Eligible Entity confidential information in its custody and control. Subject to the Contractor's record keeping obligations under paragraph 7 of the Commonwealth's Terms and Conditions, and the Commonwealth's record keeping obligations under the Records Conservation Law, M.G.L. c. 30, § 42, the Contractor shall erase and remove all copies of Eligible Entity content, site, application and confidential information from computer equipment and media in the Contractor's possession, custody and control, and return such content, site, application and confidential information to the Eligible Entity. The Contractor shall cooperate fully with the Eligible Entity in the transfer of the application and/or other engagement products to the Commonwealth or to another vendor in accordance with the requirements of the Project Statement of Work.

3.6.11 Restriction from New Business

Any action performed by the Contractor, or any condition caused by Contractor's failure to perform in accordance with the Contract, including, but not limited to those listed below, could result in restriction from entering into new engagements. Restrictions can be either temporary or permanent, i.e., throughout the remaining life of the Contract. A restriction would take the form of a temporary or permanent removal from the approved Contractor list(s). Nothing in this section shall affect the rights of the Commonwealth under the Commonwealth Terms and Conditions or Massachusetts General Laws Chapter 29: Section 29F Debarment from bidding.

These actions or conditions include but are not limited to the following:

- failure to commence performance of an engagement under this Contract at the time specified due to circumstances within the Contractor's reasonable control;
- failure to perform under this Contract in a manner reasonably satisfactory to the Commonwealth Contract Manager and the PMT;
- discontinuance of the services for reasons not beyond the Contractor's reasonable control;
- failure to negotiate replacement Contract language after determination was made that a Contract provision is void;
- failure to comply with any material term of this Contract;
- material misrepresentations made by Contractor; and
- any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

4 EVALUATION CRITERIA

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

4.1 Mandatory Requirements and Desirable Specifications

Mandatory Specifications must be met in order for a Bid 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 PMT. The PMT reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

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

4.2 Evaluation Criteria

4.2.1 Supplier Diversity Plan (formerly Affirmative Market Plan)

This criterion will be worth 10% of the points in the Evaluation. The PMT plans to award 0 points for plans that do not offer a significant commitment, to award a substantial number of points for any plans offering significant commitments, and to award a small number of points based on size of commitment. Scoring will not necessarily be proportional, that is, a 1% commitment would not necessarily receive twice as many points as a .5% commitment.

The criteria below are listed in order of importance:

4.2.2 Category 2: Desktops, Laptops, Netbooks, and Tablets

Cost, Supplier Diversity Plan, Environmental Plan, and website capabilities will be considered.

Bidders will be asked to show a publicly accessible "index price" and a discount off "index price." Discounts will be requested for two possible situations, one where the winning vendor will be the only contractor in this category, and one where there will be multiple winners. Bidders will be asked for pricing on three standard desktop configurations and two standard laptop configurations, as well as Netbooks and tablets. The standard configurations will be refreshed over the contract period. Bidders will also be asked to provide a discount percentage for non-standard configurations and components.

4.2.3 Category 3: Off-Lease (Refurbished) Desktops and Laptops

Cost, Supplier Diversity Plan, Environmental Plan, length of warranty and age of equipment will be considered, as well as whether the Bidder offers installation. Cost will be bid as a percentage markup over the invoice for the systems being procured.

4.2.4 Category 4: Storage Solutions

Cost, Supplier Diversity Plan, Environmental Plan, post-warranty support and enterprise maintenance offerings will be considered. Cost will be bid as a discount from an index price as described under Category 2.

4.2.5 Category 5: Servers

Cost, Supplier Diversity Plan, Environmental Plan, post-warranty support and enterprise maintenance. Cost will be bid as a discount from an index price as described under Category 2.

4.2.6 Category 6: Project Management, Maintenance Integration and Incidental Hardware

Equipment Cost (percentage markup over invoice), Labor Cost, Supplier Diversity Plan, Environmental Plan, and website capabilities will be considered. In addition, the evaluation criteria will seek to have contractors with expertise in all areas of networking, K-12 experience, and E-Rate capability, in both geographic areas.

4.2.7 Category 7: Computer Supplies and Accessories

Cost, customer service ratings from Open Ratings, Supplier Diversity Plan, Environmental Plan, Return Policy, and website capabilities will be considered.

5 HOW TO SUBMIT A BID RESPONSE

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

5.1 Bid Response Method

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

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

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

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in RFR Section 2, "Estimated Procurement Calendar."

5.3 SmartBid Support

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

Website: go to www.mass.gov/osd and select the Comm-PASS Resource Center link offered within the Conduct a Procurement menu

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

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

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

5.4 Bid Response Deadline

All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed on the Solicitation's Summary page within the Close Date field. Times are Eastern Standard/Daylight Savings (US), as applicable. All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via SmartBid are time stamped by the Comm-PASS system clock which is considered the official time of record.

5.5 Bid Package

Bidders submitting via SmartBid must name their Response by entering BidderName_ITC47 in the Response Nick Name field in Step 3 of the submission wizard.

5.6 Bid Response Contents

Bidders must comply with the requirements below.

5.6.1 RFR Checklist and Bidder Response Form

Procurement Management Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. Therefore, Bidders must complete and submit the RFR Checklist and all required documents referenced in the Checklist. By submitting the RFR Checklist with a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation's related Forum, if any.

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

5.6.2 Category Response Forms

Bidders must complete the appropriate Category Response Form for each Category for which they wish to submit a bid.

5.6.3 Additional Terms

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

5.7 Bid Response Materials

5.7.1 Electronic Signatures

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

5.7.2 Ink Signatures

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

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

Successful Bidders who signed these forms electronically via SmartBid online submission tools must still submit the above forms with ink signatures within ten (10) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous Contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing with original ink signatures must be submitted for each new Contract with the Commonwealth.

5.8 Limits and Restrictions

5.8.1 Document Pages

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

5.8.2 File Naming Conventions

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

5.8.3 File Size Limits

The system will not accept files that approach or exceed 10 MB. If a large file fails to upload, Bidders must break up the file and append _Part1, _Part2, etc. to the end of the Description and File Name.

5.8.4 Duplicate File Names Not Accepted

Once a file has been submitted, Comm-PASS will not accept another file with the same name. This is the case even with files that are modified or have been withdrawn. If it is necessary to resubmit a file, add an underscore and numeric suffix to the company name, for example, ResponseForm_CompanyName_2.

5.8.5 File Format Restrictions

All scanned documents must be in .pdf or .gif format, and must be scanned in such a way that they can be read on a computer monitor and printed on 8 1/2" x 11" paper, unless otherwise specified. Forms provided for the Bidder to complete, unless signatures are required, must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types. Any MS Word documents submitted, including the Response Form, must be readable by MS Word 2003.

Reference letters must be scanned after the references have signed them and submitted in a single .pdf or .gif file.

5.9 Withdrawing a Response

5.9.1 Prior to Close Date

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

5.9.2 After Close Date

No Bid can be withdrawn after the Close Date. If the Bidder wants to remove a Response from consideration, contact the Strategic Sourcing Services Lead for guidance.

6 APPENDIX 1 – REQUIRED TERMS FOR ALL STATEWIDE RFRS

The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, Responses, and documentation must be in English and all cost proposals or figures in U.S. currency. All Responses must be submitted in accordance with the specific terms of this RFR.

6.1 General Procurement Information

6.1.1 Alterations

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

6.1.2 Bidder's Contact Information

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

6.1.3 Comm-PASS SmartBid Subscription

As specified in RFR Section 5.1, "Bid Response Method," Bidders must have or activate a free SmartBid account in order to submit a Response. A SmartBid subscription also provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, subscribers who login to SmartBid access:

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

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

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

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

6.1.4 Costs

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

6.1.5 Electronic Funds Transfer (EFT)

All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the Comptroller's VendorWeb site located at: <https://massfinance.state.ma.us/VendorWeb/vendor.asp>.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the "Authorization for Electronic Funds Payment Form" to the PMT for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. A link to the EFT application can be found on the Comptroller's VendorWeb site (see above link). This form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

6.1.6 Minimum Bid Duration

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

6.1.7 Ownership of Submitted Responses

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

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

6.1.8 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the "Issuer(s)" tab for this Solicitation in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on Comm-PASS should contact the Comm-PASS Helpdesk, see RFR Section 5.3, "SmartBid Support."

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Bid Response, the Bidder certifies that the Response has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR. Bidders acknowledge that collusion or unfair trade practices by two or more bidders (hereby defined to include multiple bids prepared by, or with the participation of, a single individual representing two or more business entities) acting in a manner intended to avoid or frustrate fair and open competition, or to avoid the requirement that bidders may submit only one bid, is prohibited by applicable law and regulations governing this procurement and shall be grounds for rejection or disqualification of a proposal or termination of this contract. All associated bids may be subject to disqualification, rejection, or termination.

6.1.9 Public Records Law

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

6.1.10 Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

6.1.11 System of Record

Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation,

including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

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

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

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see RFR Section 2.2, "Locating an Online Bidders' Forum," for information on locating these records).

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

6.2 Evaluation – Best Value Selection and Negotiation

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

6.3 Terms and Requirements Pertaining to Awarded Statewide Contracts

6.3.1 Comm-PASS SmartBid Subscription

Contractors must maintain a Comm-PASS SmartBid subscriber account, which is managed by the Subscriber online at www.Comm-PASS.com.

6.3.2 Commonwealth Tax Exemption

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

6.3.3 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the SSSL by email immediately, using the address located on the Contract's "Issuer(s)" tab in the "Contact Information" section.

The PMT 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 PMT to be lost or rejected by any means including email or spam filtering.

6.3.4 Contractual Status of Orders and Service Contracts

Each order or service contract placed under the Statewide Contract established as a result of this RFR shall be considered a separate Contract between the Contracting Department and the Contractor, and shall be deemed to incorporate all of the terms and conditions of the Statewide Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Statewide Contract. Additional terms that do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this RFR and any amendments, or the Bidder Response, may be included in an order or service contract, if mutually agreed upon by the contractor and the Eligible Entity.

6.3.5 **Electronic Procurement Systems (eProcurement)**

All Bidders responding to this RFR agree that, (1) in the event the Commonwealth implements a Web-based system to support catalog purchasing and upon at least 120 days notice, they will participate as directed by the PMT to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace, and (2) upon notification by the PMT that a Statewide Contract awarded as a result of this RFR will be enabled through Comm-PASS with Quick Quote functionality, the Bidders will restrict receipt of and response to requests for quote or purchase from all eligible public purchasers within the borders of Massachusetts through Comm-PASS SmartBid functionality.

6.3.6 **Emergency Standby Commodities and/or Services**

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

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

6.3.7 **HIPAA: Business Associate Contractual Obligations**

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

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

Nothing in this section shall be interpreted to require that the Bidder:

- Provide goods and/or services that are not otherwise in scope for this Contract or
- Provide goods and/or services for less than Contract pricing.

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

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

6.3.9 **Pricing**

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

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

Compliance can be achieved in one of two ways:

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

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

6.3.10 Publicity

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

6.3.11 Save Smart Program (\$ave \$mart)

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

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

6.3.12 Statewide Contractor Marketing Requirements

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

6.3.13 Subcontracting Policies

Prior approval of the department is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

6.3.14 Transaction Fee

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

7 APPENDIX 2 – REQUIRED TERMS FOR ALL INFORMATION TECHNOLOGY STATEWIDE RFRS

7.1 Enterprise Policy and Standards

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

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

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

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

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

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

The "contract scope of work" refers to a specific engagement or purchase order under the Statewide Contract, not to the total amount expended for all goods and services under the Statewide Contract.

8 APPENDIX 3 - INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

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

Some of the forms listed below can be electronically signed by the Bidder, see RFR Section 5.7.1, "Electronic Signatures." However, 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 RFR Section 5.7.2, "Ink Signatures": the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

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

8.1.1 Commonwealth Standard Contract Form

Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date.

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

Bidders must enter the same Prompt Pay Discount on the Standard Contract Form that they have bid in the Response Form.

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

8.1.2 Commonwealth Terms and Conditions

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

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

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

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

8.1.3 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.

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

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 must be handwritten in ink. Title, telephone, fax and email must be typed or handwritten legibly.

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

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

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

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

8.2 Forms located on the Solicitation's Specifications tab

8.2.1 Supplier Diversity Program Plan Form

Download this form and complete as directed in RFR Section 3.4; include with online submission. Ink signature is not required.

8.2.2 Consultant Contractor Mandatory Submission Form

Download and complete this form; include with online submission. **Please check "NA" for the "Key Personnel" section of this form.** Ink signature is not required.

9 GLOSSARY

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

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

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

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

Commonwealth Contract Manager – See Strategic Sourcing Services Lead.

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

Contracting Department - Any Eligible Entity that enters into an engagement under ITC47, or that seeks to do so. A list of Eligible Entities is found under the “Issuer(s)” tab of ITC47.

Contractor * - An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both. [Note: this is the definition from 801 CMR 21. Under ITC47, “individuals” may not enter into Contracts with Departments or the Commonwealth. The term “Contractor” as used in this RFR is equivalent to the term “ITC47 Contractor” unless otherwise specified.]

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

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

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

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

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

FY – See Fiscal Year

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

ITC47 – Unless otherwise specified, ITC47 (this procurement and the resulting Statewide Contract).

ITC47 Contractor – A company that has been awarded a Statewide Contract under ITC47.

M.G.L. – Massachusetts General Laws

PMT – See Procurement Management Team

Procurement Management Team (PMT) - Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations evaluate Bids and award

Statewide Contracts. The PMT also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Statewide Contract.

Purchasing Entity – Same as “Eligible Entity.”

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

Response – The Bidder’s complete submission in response to a Solicitation, in other words, a “Bid” or “Proposal.”

Solicitation – See “Request for Response (RFR).”

SSSL – See Strategic Sourcing Services Lead (Formerly known as “Procurement Team Leader” [PTL]).

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