

**Commonwealth of Massachusetts  
Operational Services Division**

**REQUEST FOR RESPONSE (RFR)  
FOR  
INFORMATION TECHNOLOGY (IT)  
PCs, PERIPHERALS AND SERVICES**

**OSD RFR NUMBER ITC05**

**IT Hardware PMT**

**April 14, 1999**

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**SECTION 1**

**GENERAL INFORMATION, TERMS AND CONDITIONS**

- 1.0 Purpose of Request for Response.** The Commonwealth of Massachusetts, through the IT Hardware PMT and the Operational Services Division (OSD) within the Executive Office for Administration and Finance (ANF), is issuing this Statewide IT PC, Peripherals and Services RFR to provide Eligible Entities with an efficient and cost effective mechanism for procuring Information Technology (IT) PCs and related Peripherals, Network Integration and Maintenance Services. This statewide contract will consist of Contractors, in various categories that have met the requirements and specifications of this RFR and will provide a procurement process whereby Eligible Entities may obtain prices, secure quotes, and order products and services from Contractors directly and through their electronic catalogs.
- 1.1 General Information.** The terms of 801 CMR 21.00: Procurement of Commodities and Services is incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional or expanded definitions may also be identified in this RFR. All terms, conditions, requirements, and procedures included in this RFR **must** be met for a Response to be determined responsive. If a Bidder fails to meet any material term, condition, requirement or procedure, its Response may be deemed unresponsive and disqualified.
- Unless otherwise specified in this RFR all communications, responses, and documentation **must** be in English, all measurements **must** be provided in feet, inches, and pounds and all cost proposals or figures in U.S. Currency. All Responses **must** be submitted in accordance with the specific terms of this RFR. No electronic Responses may be submitted in response to this RFR.
- 1.2 Bidder Communication.** Bidders are prohibited from communicating directly with any employee of the Procuring Department 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 for this RFR in the event this RFR is incomplete. If a Bidder is having trouble obtaining the RFR document or any required attachments electronically through Comm-PASS, the Bidder should contact the Comm-PASS help line by e-mail at Comm-PASS@state.ma.us or by telephone at 1-888-627-8283.
- 1.3 Reasonable Accommodations.** Reasonable accommodations may be provided to Bidders with disabilities or hardships, which may include the receipt of RFR information in an alternative format. Bidders **must** communicate such requests in writing to the contact person. Requests for accommodations will be addressed on a case by case basis. A Bidder requesting accommodation **must** submit a written statement that 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.
- 1.4 Public Records.** 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, regarding public access to such documents. Any statements in submitted responses that are inconsistent shall be disregarded.
- 1.5 Estimated Provisions.** The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
- 1.6 Order Procedures.** Each Purchase Order or Service Contract placed under the Statewide Contract established as a result of this RFR shall be considered a separate Contract between the procuring Department and the Qualified Contractor, and shall be deemed to incorporate all of the terms and conditions of the Statewide Contract. Nothing contained in any Purchase Order or Service Contract, acknowledgment, or acceptance of a Purchase Order or Service Contract shall amend or vary the terms of the Statewide Contract.
- 1.7 Brand Name or Equal.** Unless otherwise clearly stated in this RFR (see Sections 5.1 and 6.3), any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to

restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any goods or services, and the department and eligible entities may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

- 1.8 Alternatives.** A Response which fails to meet any material terms or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit responses proposing alternatives, which provide equivalent, better, or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period and within the scope of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.
- 1.9 Publicity.** Any Contractor awarded a Statewide Contract under this RFR is prohibited from selling or distributing any information collected or derived from the Contract, including lists of participating or , Employee names, telephone numbers or addresses, Eligible Entities using Lease, or any other reports or information except as specifically authorized under the Statewide Contract.
- 1.10 Terms and Conditions Negotiation Restriction.** Any Contractor awarded a Statewide Contract **must** provide the same terms and conditions to any eligible Department identified in this RFR. **The Statewide Contractor is prohibited from negotiating separate contracts, agreements, licenses, or other terms and conditions with any eligible Department that differ from the terms negotiated as part of the Statewide Contract. Breach of this term may render the negotiation items void, or result in assessment suspension or termination.**
- 1.11 Costs.** Costs that are not specifically identified in the Bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.
- 1.12 Comm-PASS.** This RFR has been distributed electronically using the Comm-PASS system. Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to Bidders who fail to check for amended RFRs and submit inadequate or incorrect Responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a Response.
- 1.13 Contract Attachments.** The Contract will consist of, in order of importance, the Commonwealth Terms and Conditions, the Standard Contract Form, the RFR with any attachments required to be completed and returned by the Bidder and the Bidder's Response to the RFR.

In the event of a conflict in language between any of the above mentioned documents, the provisions and requirements set forth or referenced in the Commonwealth Terms and Conditions and in this RFR, with any and all amendments, shall govern. In the event that an issue is addressed in the Response that is not addressed in the RFR, no conflict in language shall be deemed to occur.

- 1.14 Submitted Responses.** OSD and the IT Hardware 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.

- 1.15 Clarification of Responses.** OSD and the IT Hardware PMT are not required to seek clarification of Responses, therefore, the Bidder should be as clear as possible in all its responses to this RFR.
- 1.16 Rejection of Bidder's Response.** A Bidder's Response may be rejected by the IT Hardware PMT if the Bidder's Response:
- fails to adhere to one or more of the Requirements of this RFR;
  - fails to submit its Response to the required address on or before the RFR Response Due Date established under Section 9, Part 9.1;
  - fails to submit Response in accordance to the format and instructions specified in Section 9 or to supply the minimum information requested in this RFR;
  - fails to meet unconditionally or is unable to demonstrate competence to meet the Requirements of this RFR;
  - fails to sign the Commonwealth Terms and Conditions without change or alternation;
  - misrepresents its equipment, systems or services or provides demonstrably false information in its Response or fails to provide material information;
  - violates the restrictions on contacts with Commonwealth employees and representatives as defined in section 1.2; or
  - refuses, is unable to, or fails to provide clarification requested by the IT Hardware PMT.
- 1.17 RFR Cancellation.** The Commonwealth retains the right to cancel this RFR, or any portion thereof, at any time prior to the execution and approval of a contract. If this RFR is canceled, all Responses received in response to this RFR will be rejected.
- 1.18 Affirmative Action Plan.** Pursuant to Executive Orders 227 and 246, it is required that all Bidders submit a statement on company letterhead stationary identifying its commitment to non-discrimination in employment and to the procurement of commodities, services, and supplies from certified minority and women-owned business enterprises, businesses by individuals with disabilities and businesses owned and controlled by socially or economically disadvantaged individuals.
- 1.19 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 its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as Contractors.
- 1.20 Affirmative Market Program.** Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime Bidders, as joint partners, or as subcontractors.

Non-M/WBE Bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points will be awarded for responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points will be awarded for traditional subcontracting relationships. The least number of points will be awarded for ancillary uses of M/WBEs. **See Section 4, Part 4.3.6 for more information on how to participate in this Program.**

A Minority Business Enterprise (MBE) or a Woman Business Enterprise (WBA) is defined as a business that has been certified as such by the State Office of Minority and Woman Business Assistance (SOMWBA). Minority and woman-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBA for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State

Office of Minority and Woman Business Assistance at (617) 727-8692 or via the Internet at [www.magnet.state.ma.us/somwba](http://www.magnet.state.ma.us/somwba).

- 1.21 Northern Ireland Notice and Certification.** All Bidders **must** complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any Bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the Bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the Bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the Bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the Bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- 1.22 Year 2000 Compliance for Systems.** Bidders **must** represent and warrant that all IT Equipment, systems and all interfaces to this IT Equipment or system that the contract is providing, including but not limited to interfaces with other systems and data entry interface for this system, are Year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the Years 1999 and 2000 including leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other informational technology properly exchanges data/time data with it. This warranty shall survive the expiration or termination of this contract.
- 1.23 Electronic Commerce.** As part of the Commonwealth of Massachusetts' goal of moving its paper based business processes to electronic, you may be asked to participate in one of the electronic commerce procurement models used by Massachusetts with its trading partners. These models currently include Electronic Data Interchange (EDI), Web based catalogs implemented using specified standards, and Electronic Funds Transfer (EFT). As the technology to support business-to-business transaction exchanges matures, additional models may be included which the Commonwealth may request you to adopt.

The Commonwealth is currently engaged in a pilot program called "E-Mall" for testing an implementation of OBI (Open Buying on the Internet). When the Commonwealth adopts this or a similar method of Electronic Commerce, OSD will choose contracts for implementation. This new method of Electronic Commerce may become a requirement of this contract at a later date. At least a 180 days notice will be given before an implementation requirement will be enforced.

More information is available at <http://www.openbuy.org/>. Information on the Commonwealth of Massachusetts pilot project can be found on [www.comm-pass.com](http://www.comm-pass.com) by doing a Document Number Search for MIS 06-18.

**1.24 Environmental Issues**

**1.24.1 Environmental Commitment** It is the policy of the Commonwealth of Massachusetts to allow eligible contract users to procure products and services which help to minimize the environmental impact resulting from the use and disposal of these products. Such products, referred to as "Environmentally Preferable Products (EPPs), include, but are not limited to, those which contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed of. Bidders responding to environmental criteria in this RFR are encouraged to provide information on EPPs not identified in this RFR but offered by the Bidder, or on other environmental initiatives which may be relevant to the Commonwealth's environmental objectives.

The primary environmental objective of this RFR is to procure equipment, which use less energy over time, resulting in reduced pollution and decreased energy costs.

**1.24.2 ENERGY STAR\* Technology Equipment and Guidelines**

It is **mandatory** that Bidders offer IT Equipment which meet the U.S. Environmental Protection Agency's and Department of Energy's ENERGY STAR guidelines and have the ENERGY STAR label or substitute for the following categories:

- PCs
- Printers
- Video Monitors

All Energy Star features **must** be fully activated upon delivery.

### **1.24.3 Desirable Environmental Criteria**

The PMT has determined that there are a number of potential environmental and public health impacts related to the manufacture, assembly, use, and disposal of computer equipment, monitors and printers (hereinafter referred to as computers). In keeping with the environmental and public health goals of the Commonwealth, the PMT is interested in promoting contractors and products, which either have or will address some or all of these concerns.

The PMT will award points to vendors for meeting any or all of the environmental and health criteria listed below, either now or in the future. Such points will be allocated based on the extent to which Bidders can demonstrate their current compliance with these criteria or how these criteria will be met in the future. Bidders will be evaluated on the details provided, the level of proof submitted, and the time frame within which products will meet environmental and health criteria.

To receive additional points in this section, Bidders must provide a separate attachment outlining their response to the appropriate criteria below. Responses must provide detailed information about current or future steps to comply with these desirables, specific information about timelines, and a signed letter from appropriate manufacturers which certifies that information submitted is accurate and true. Where available, Bidders should submit background materials outlining their conformance to appropriate specifications. The PMT reserves the right to request clarification from Bidders with regard to these criteria and information submitted.

#### **Environmental Criteria**

##### **Toxic Constituents**

It is desirable that Bidders demonstrate that all computer equipment offered in their responses were not manufactured or assembled using the toxic ingredients listed below. Further, it is desirable that Bidders demonstrate that computer equipment does not contain some or all of the following toxic/hazardous constituents:

- CFC or HCFC compounds included on the A,B and C annex of the "Montreal Protocol on Substances that Deplete the Ozone Layer"
- chlorinated solvents, e.g. carbon tetrachloride, trichloroethylene, perchloroethylene, dichloromethane or 1,1,1-trichloroethane
- cadmium in any part of the CRT, electronic components, batteries for backup or internal clocks (not to exceed 25 mg/kg total) photo semiconductors, or in packaging or packaging ink
- mercury in the background lighting system, batteries and other electronic components
- selenium, unless equipment can be returned to manufacturer
- flame retardant materials in any plastic components which contain any organically bound chlorine or bromide

##### **Recycled Content**

It is desirable that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the following components:

- CPU and monitor housing
- other plastic components
- CRT glass

- other (please specify)
- Bidders will be awarded points based on the amount of recycled materials used, including the level of post-consumer content. To receive points, Bidders must provide specific information about what computer parts contain recycled materials, and the actual recycled content

### **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 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)
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials
- minimizes or eliminates the use of disposable containers such as cardboard boxes
- provides for a return program where packaging can be returned to a specific location for recycling
- manuals printed on recycled content paper which meets or exceed federal and state guidelines for recycled content (currently 30% post-consumer content)
- contains materials which are easily recyclable in Massachusetts

### **Upgradability**

It is desirable that Bidders offer computers that are easily upgradable, including, but not limited to:

- modular design which allows for upgrades without special tools
- expandable memory

### **Design for Recycling**

It is desirable that Bidders offer computers, which are designed in such a way as to facilitate their dismantling and reuse or recycling. Such design features may include, but are not limited to the following:

- 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
- computers are 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

### **Take Back Provisions**

It is desirable that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or 3<sup>rd</sup> party entity for reuse or recycling, preferably at no cost to contract users. Any unreasonable costs for this service will result in no points for this section, even if take back methods are submitted. 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 computer equipment by Bidder or sub-contractor for reuse or recycling, preferably including provisions to continue recycling operations should a sub-contractor no longer be able to perform such activities
- coupon system for pre-paid take-back at permanent collection centers, such as, but not limited to, Goodwill Industries, Salvation Army, and Universities.

### **Worker Health and Safety**

It is desirable that Bidders offer computer equipment which minimizes impacts to worker health and safety, including, but not limited to:

- equipment which is ergonomic in design, including visual legibility and image stability,
- equipment which reduces eye strain or other repetitive motion ailments
- monitors which reduce exposure to magnetic and electric fields, and x-ray radiation
- other features

### **3<sup>rd</sup> Party Certification**

Bidders will be awarded additional points should they offer computer equipment, which has been certified by appropriate 3<sup>rd</sup> part certification organizations such as TCO, Blue Angel, ISO 14000 or others.

**Other Environmental Issues**

It is desirable that Bidders demonstrate that they and/or manufacturers are actively pursuing additional ways of minimizing their environmental impacts at manufacturing, assembly, warehouse, distribution and/or other facilities, including, but not limited to:

- toxic use reduction and/or waste prevention efforts
- recycling and/or reuse (including the current recycling, reuse and/or remanufacture of computer equipment by or for Bidder)
- energy efficiency
- natural resource conservation

**Contract Flexibility**

The PMT reserves the right to negotiate with awarded Contractors to alter, expand or otherwise incorporate other environmental criteria into PCs, monitors and printers. The PMT shall also reserve to require that certain environmental and health criteria are met during this contract term, should the PMT determine that technology and the computer industry are capable of meeting such requirements without leading to any significant change in product performance, availability and cost.

**1.25 Multi-State Contract Availability** It is the intent of the IT Hardware PMT to make this Contract and RFR available to other States for their use. The IT Hardware PMT will work closely with state(s) that wish to take part in this Contract for their own State. The Bidder should be aware that additional state(s) may be added after the Contract has been awarded and the Bidder will be offered an opportunity to complete the documentation required by that state.

**1.26 Dun & Bradstreet Reports (Required for OEM Bidders RFR Section 5 and Reseller Bidders RFR Section 6)** – The IT Hardware PMT has elected to utilize an independent party, Dun & Bradstreet Information Services (D&B), to assist in the evaluation process in two (2) specific areas: (a) past performance evaluation, and (b) supplier evaluation. Bidders **must** complete the **Dun & Bradstreet Reports Form (Attachment F)**, and the **Business Reference Form (Attachment G)**, and submit the original documents directly to D & B in order to facilitate the evaluations and ensure a timely report. If a Bidder fails to supply the forms to D&B in time to be ready for submission with Bidders response ( see Procurement Calendar Section 2, Part 2.9), this failure may disqualify Bidders RFR Response. D&B will assist in evaluating the following areas and submit the resulting reports directly to the PMT:

- **Past Supplier Performance Evaluation** — All Bidders **must** submit a Past Supplier Evaluation Report with their RFR response. This report will provide an overall rating on timeliness, problem responsiveness, quality of purchased products or services, total cost, technical support, deliveries/quantities and attitude of supplier personnel.
- **Supplier Evaluation Report** — All Bidders **must** submit a Supplier Evaluation Report with their RFR response. This report will provide an independent, third party analysis of your financial solvency. You are not required to provide D&B with any additional information for this report.

The Bidder **must** submit copies of all Dun & Bradstreet Reports (Attachment F), Business Reference Forms (Attachment G) in the RFR Response submitted to the Hardware PMT. The Bidder **must** order and pay D & B for these reports, as well as submit proof of having ordered these reports with your proposal in order to be considered for this contract. The approximate cost for this service is \$175.00 and will be assumed by each Bidder. References will be called between the hours of 9:00 A.M. and 5:00 P.M. EST, Monday through Friday. References not available during this time frame may be rejected by the PMT. When you call to place your order, you must identify yourself and the fact that you are ordering the reports to meet the requirements of **ITC05 – IT PC, Peripherals and Services RFR**.

Phone Number: 1-800-476-2446  
Fax Number: 1-610-807-1075

Please note, because reports could take up to ten (10) business days to complete, all Bidder's are strongly advised to submit evaluation report requests to D & B in a timely fashion.

**Important Note:** Bidders are **strongly urged** to submit the Dun & Bradstreet Report Form (Attachment F) and Business Reference Form(s) (Attachment G) as soon as a decision has been made to bid on this RFR so that all input may be received with the Bidders response.

## SECTION 2 GENERAL PROCUREMENT SCOPE AND REQUIREMENTS

**2.0** This Statewide Procurement covers the acquisition of a broad range of PCs, Peripherals, Network Integration and Maintenance Services. Contractors should be able to provide a wide range of products and services to support statewide initiatives planned for now and the future. The Commonwealth is seeking innovative Contractors who are willing to work closely with eligible government and educational entities.

**2.1 Eligible IT PCs, Peripherals and Services.** All Bidders **must** be certified by a letter or certificate from the manufacturer, to sell and provide service on the equipment they supply. The IT Hardware PMT reserves the right from time to time or as needed to modify or update the eligibility requirements defined below.

For the purpose of this RFR, the scope of Equipment is defined as follows:

The term "PC" is defined as including all desktop, hand held and mobile computing equipment operating in a standalone or network configuration, including, but not limited to PCs, notebooks and laptops.

The term "Peripheral" is defined as including major sub-system components or Equipment necessary for the customary operation of the systems defined as "PCs" such as but not limited to:

- storage;
- input and output devices, including printers and scanners;
- controllers;
- ancillary devices and accessories; and/or
- memory boards.

The term "Network Integration" is defined as Contractor support that may be requested by a Department to accomplish its business needs such as:

- project planning and/or implementation services;
- installation services and/or network integration;
- technical support (OEM and/or third party installation); and
- on-going preventive and/or time and materials maintenance services.

The term "Maintenance and Repair" is defined as Contractor support that may be requested by a Department, such as:

- provide repair and maintenance of Equipment

**Please note The IT Hardware PMT reserves the right to limit, change, modify or exclude PCs, Peripherals, and Services. Example: The IT Hardware PMT determines that a separate Contract for printers may be appropriate or required. The procurement of Printers would then be removed from this Contract.**

**2.2 Eligible Users Of This Contract** - There are two separate eligibility definitions operating within this RFR.

The first is **Eligible Entities**. This identifies all potential users of this Contract.

The second is **Eligible Entities, Public Education Community**. This identifies specific users and requirements for the Public Education Community and the Contractors doing business with that community. Those specific requirements for the public education community may be found at Section 5, Part 5.27 and Section 6, Part 6.27.

### **A description for each Entity follows:**

- **Eligible Entities** - This Statewide Contract may be used by all agencies of the Commonwealth of Massachusetts, including all Constitutional Offices, the Legislature, the Judiciary, Elected Offices, Public Institutions of Higher Education, the Military Division and Independent Public Authorities, and all other political subdivisions of the Commonwealth including cities, towns, municipalities, county governments, school districts and other service districts, and quasi-public eligible entities. In addition,

Not-For-Profit vendors currently providing human and social services to the Commonwealth under contract and other entities designated in writing by the State Purchasing Agent may use this Statewide Contract.

- **Eligible Entities, Public Education Community** - This defines a specific eligible entity group identified in this RFR. This includes Primary school and Kindergarten through Grade 12, including publicly funded libraries, which are opened to the general public.

**2.3 Qualifying Groups.** Bidders will be evaluated and awarded Contracts to provide the IT PCs, Peripherals and Services outlined above based on one or more of the following Qualifying Categories. Bidders **must** identify the Qualifying Categories it feels it is qualified to represent. **Bidders may bid on one category or multiple categories. Each Category will be treated and evaluated separately. There will be only one Response per Bidder. Multiple responses will not be accepted.**

**Qualifying Category 1: Original Equipment Manufacturers (OEMs).** These are Contractors who manufacturer or assemble Nationally Branded PC Desktop Computers, sell direct, and also provide peripherals. These Contractors may sell IT Equipment only and **may not** sell or distribute software. Software must be acquired through the Statewide Software Contract. See Section 5 for further information and requirements.

**Qualifying Category 2: Resellers.** These are Contractors who resell, add value or distribute PCs and also provide peripherals. These Contractors may sell IT Equipment only and **may not** sell or distribute software. Software must be acquired through the Statewide Software Contract. See Section 6 for further information and requirements.

**Qualifying Category 3: Network Integration Services Providers.** These Contractors design, engineer, configure, install, train and maintain Network Systems and Equipment. They are certified within particular Networks such as Banyan, Novell and Microsoft NT. See Section 7 for further information and requirements.

**Qualifying Category 4: IT Maintenance Contractors.** These Contractors provide maintenance services for Equipment. See Section 8 for further information and requirements.

**Note: It is desirable that OEMs and Resellers provide network integration and maintenance services, so that all eligible entities may conduct “One Stop Shopping” with those Contractors. Original Equipment Manufacturers and Resellers are encouraged to bid on Network Integration Services and/or IT Maintenance Contractor categories. Bidders who can provide “one stop shopping” will be given additional evaluation points.**

**2.4 Open Enrollment.** After the initial selection process is completed (via this RFR), additional qualified Bidders (including Bidders not-selected during the initial selection process) may submit responses any time notification is placed on Comm-PASS that this Statewide Contract has been re-opened. Reasons for opening this RFR include, but is not limited to, changes in technology requiring coverage for equipment not yet available on Contract or voids in the coverage of Equipment or Services, or due to replacement of Contractors. On those occasions (which will be determined by the IT Hardware PMT), Bidders who meet the qualification requirements outlined in this RFR may be added to the Statewide Contract.

**2.5 Goals of this Request for Response** The Statewide Contract for IT PCs, Peripherals and Services is being established to accomplish the following goals:

- provide Eligible Entities with a mechanism to procure IT PCs, Peripherals and Services that is flexible, adaptable and customizable to meet their business needs;
- allow Eligible Entities to select from multiple Qualified Contractors for the procurement of IT PCs, Peripherals and Services to meet their business needs;

- create a Contract that allows for the addition and deletion of Qualified Contractors in order to respond to rapidly changing technology and business needs;
- create a list of Qualified Contractors based on Contractor's experience and professionalism that promotes competition and provides IT Hardware, Peripherals and Services at the "best value" for the Commonwealth;
- promote a consistent process for all Eligible Entities to secure IT PCs, Peripherals and Services in accordance with the specified parameters of this Statewide Contract; and
- provide key personnel, Contract Managers and customer service and technical support representatives for each Statewide Contractor that will assist Eligible Entities with the process of obtaining the most cost effective IT PCs, Peripherals and Services to meet their business needs.

## **2.6 Software**

- a PC Hardware Contract (ITC05) Software Prohibition** - Contractors are *prohibited from reselling any type of software licenses (or products) through this contract. The exceptions to the Commonwealth's software policy are: "special authorization software" or Authorization Software* - The Commonwealth considers "special authorization software" to be "proprietary software."
- b Special** means, software that requires the integration of "unique software" and hardware components. Further, the integration effort also requires a high level of interface with a software supplier during the build phase. If a contractor wants to sell special authorization software, the contractor must write a letter to the Procurement Team Leader – IT Hardware for approval.
- c Proprietary Software** - The Commonwealth considers "proprietary software" to mean, *software "exclusively" sold by a contractor and not available on the market through resellers, channel partners, etc.*
- d Exceptions** - If an eligible government entity or contractor can not determine if a specific software product meets the conditions noted above, the government entity or Contractor may petition the PTL – IT Hardware for a ruling. The eligible government entity and Contractor must present evidence that its potential purchase of software products from other Contractors on this Contract will be delivered at a better value than the Software Reseller. The PTL shall make the final determination on best value software purchases outside this Contract.
- e Statewide Software Contractor, ASAP Software Express, Inc.** – The Commonwealth has established a statewide Software Reseller Contract (ITS01) for all eligible government entities. The hardware contractor can contact Mr. Darren Lewis, Massachusetts Account Manager at 1-800-883-0727 to establish a relationship with ASAP Software Express, Inc. or if your company wishes to review a summary of the ASAP Software contract on OSD Update 98-42, dated April 29, 1998.

## **2.7 Travel Expenses**

The Bidder **must** agree that if it is awarded a Contract resulting from this RFR, it will adhere to the following travel expense requirements:

- A. Non-Eligible Travel Expenses:**
- The Bidder (OEM's and Resellers) **may not** bill for any travel expenses as part of its "three (3) year on-site warranty" and/or "warranty service call."
  - The Bidder **may not** bill for any travel expenses as part of "contracted maintenance plan" services (scheduled or on-call rate structures).
- B. Eligible Travel Expenses:**

- The Bidder **may** bill for “reasonable” travel expenses beyond normal “commuting” to and from the state work site for services not covered by on-site warranty service calls and/or contracted maintenance. The **definition of reasonable** means rates that are commercially available and competitive with other services companies. The **definition of commuting** means travel between a home and the Contractor’s (or employer’s) workplace and/or the Eligible Entity, whichever is less.
- The Bidder has the responsibility to use all available means to use the most cost-effective method of travel.
- The Bidder **may not** charge any government entity additional travel expenses for services, personnel, or material shipments without the express permission of the Department.

**2.8 Authorized Contact.** All questions regarding the contents of this RFR **must** be directed to:

Gerald E. Ostrer, Procurement Team Leader (PTL), IT Hardware PMT  
Operational Services Division  
One Ashburton Place, Room 1017  
Boston, MA 02108-1552  
Telephone No.: 617-727-7500 x206  
Fax No.: 617-727-4527  
Mail: gerry.ostrer@osd.state.ma.us

**2.9 Procurement Calendar.**

**Procurement Calendar**

Event	Date	Day	Time
Release of RFR to Comm-PASS	April 14, 1999	Wednesday	
Bidder’s Conference	April 27, 1999	Tuesday	10:00am.
Bidders Written Questions Due Date	May 3, 1999	Monday	3:00 p.m.
IT Hardware PMT Answers to Written Questions	May 7, 1999	Friday	
RFR Response Due Date	May 14, 1999	Friday	3:00 p.m.
Completion of Evaluations (est.)	May 24, 1999	Monday	
Notifications to Bidders (est.)	May 26, 1999	Wednesday	
Effective Date of Contract (est.)	June 4, 1999	Friday	

**Note: All Bidders are urged to attend the Bidders Conference.**

**All notifications, releases and amendments to this RFR will utilize the Commonwealth Procurement Access & Solicitation System (Comm-PASS). This system may be visited on the Internet at “<http://www.comm-pass.com/>”, via telephone at 1-888-627-8283 or E-mail: [Comm-PASS@state.ma.us](mailto:Comm-PASS@state.ma.us).**

**SECTION 3 RFR INFORMATION**

**3.1 Bidder's Written Questions.** Bidders may submit written questions concerning this RFR no later than the date and time specified on the appropriate Procurement Calendar for the Qualifying Category it is submitting a Response. The IT Hardware PMT recommends that Bidder's Written questions be faxed or e-mailed to the Authorized Contact in Section 2, Part 2.8. The IT Hardware PMT will review and consolidate questions received before the deadline, prepare written answers and post the responses to the Comm-PASS web site ([www.Comm-PASS.com](http://www.Comm-PASS.com)).

**3.2 Bidder's Conference.** All interested Bidders are encouraged to attend a Bidder's Conference that will be held:

on: **Tuesday, April 27, 1999  
10:00 a.m. – 12:00 noon**

at: **Minihan Hall  
19 Staniford Street, 6<sup>th</sup> floor  
Boston, MA 02114**

**3.3 RFR Response Due Date.** The deadline for submission of Responses is:  
Friday, May 14, 1999 , by 3:00pm at One Ashburton Place, Room 1017, Boston, MA 02108-1552.  
Responses received after 3:00pm **will not** be considered.

**3.4 Duration of Contract and Options to Extend.** Any Contract resulting from this RFR shall be for an initial duration of up to two (2) years.

The Commonwealth reserves the option to extend this Contract for three (3) additional one (1) year renewal periods each. The Commonwealth shall exercise its option to extend by submitting written notice to the Contractor.

**For all Contracts awarded as a result of this RFR, the Contract Expiration Date will initially be the same for all Qualified Contractors.**

**3.5 Evaluation Criteria, Evaluation and Selection of Qualified Contractors.** The IT Hardware PMT shall evaluate Responses submitted by Bidders under this Request for Response (RFR). Bidders will be qualified based upon fulfillment of the mandatory requirements and qualifications; an evaluation of **desirable** items listed under the RFR; completion of all Required Forms and Attachments as listed in this RFR; and a determination by the IT Hardware PMT that qualifying the Bidder will provide "best value" to the Commonwealth. The Evaluation criteria for responses are identified in Section 9, Part 9.6.3.

**3.6 Limitation of Number of Qualified Contractors Selected.** Initially, the IT Hardware PMT plans to award Contracts to Bidders as follows:

**OEMS SELLING DIRECT:** Open

**RESELLERS:** The resulting Contract initially, will allow each OEM brand PC to be sold by up to two (2) Resellers, however, a single Reseller may be given a Contract for multiple OEM Brand PCs.

**NETWORK INTEGRATION SERVICE PROVIDERS:** Up to ten (10) Contractors plus qualified OEMs and Resellers.

**IT REPAIR AND MAINTENANCE CONTRACTORS:** Up to ten (10) Contractors.

The IT Hardware PMT and OSD reserve the right to limit the number of Bidders to be placed on the Statewide Contract in each of the Categories under this RFR. In addition, the IT Hardware PMT and OSD reserve the right to modify the number of Contracts in any Category at any time. Determinations will be based upon business conditions and ensuring adequate statewide coverage in each category.

**3.7 Contract and Contract Amendment Negotiations.** OSD and the IT Hardware PMT reserve the right to negotiate modifications, adjustments, costs and other performance terms and conditions identified in the RFR or a Bidder's Response at any time during the period of the RFR and the Statewide Contract in order to achieve "best value" under 801 CMR 21.00.

**3.8 Measurement of Contract Performance, Termination or Suspension from Statewide Contract.**

**3.8.1** All Contractors will be monitored for performance by the IT Hardware PMT. Contractors qualified for this Statewide Contract may be terminated, suspended or placed on an IT Hardware Watch List for poor performance, failure to perform or to comply with the terms of the Statewide Contract, fraud, default or cause. Poor performance may include a failure to meet any of the Contract performance measurements or requirements outlined in this RFR.

Contractors may also be terminated from the Statewide Contract or option to extend not offered without cause with prior written notice effective from the date stated in the notice.

**3.8.2** OSD and the IT Hardware PMT shall measure performance of Qualified Contractors under this Statewide Contract according to the following criteria:

- accomplishments in providing PCs, peripherals, network integration and services as required under the Statewide Contract;
- level of cooperation in assisting Eligible Entities to execute procurements under the Statewide Contract;
- track record in responding within five (5) business days quotation requests for PCs, peripherals and/or service from Eligible Entities;
- quality of responses to requests for service and maintenance;
- history of providing the data requested under "Reporting Requirements," of this RFR to the Operational Services Division (OSD), the IT Hardware PMT, and to Eligible Entities;
- fulfillment of providing favorable ("best value") rates; and
- compliance with Terms of Statewide Contract. This review of compliance may include contact with key personnel, Contract Managers and Customer Service representatives to determine familiarity and compliance with the specific terms and conditions of the Statewide Contract. This review of compliance may also include review of specific transactions initiated under this Statewide Contract and surveys with Department customers to determine compliance with the specific terms and conditions of the Statewide Contract.
- Other criteria as determined by the IT Hardware PMT in the best interests of the Commonwealth.

**3.9 Acquisition Methods and Funding.** This RFR is for the outright purchase of IT Equipment and Services. Eligible Entities may elect to use other Statewide Contracts for the payment of IT Equipment. Statewide Contracts are available for Term Lease and for Tax Exempt Lease Purchase. This Statewide Contract will not have a maximum obligation. Federal Funds, as authorized under a Federal grant, may be used to fund any part of an Equipment procurement and/or service request.

**3.10 RFR Definitions.** The following Definitions shall apply to this RFR and will supplement those terms defined under 801 CMR 21. These terms, as well as all other terms of this RFR, shall be incorporated by reference into any Order executed by a Department and a Qualified Contractor and will supplement all terms provided in any standard agreements provided by a Qualified Contractor.

**"Bidder"** - Any individual or organization that has submitted a Response to this RFR.

**"Business/Contracting Manager"** - An individual responsible for the proper operation and administration of the IT PC Contract (ITC05).

**"CMR"** - Code of Massachusetts Regulations.

**“Contractor”** - An individual or organization that enters into a Contract with a Department or the Commonwealth to provide Commodities or Services and is listed in the MMARS Vendor file.

**"Data Reporting Sheet"** - a format to use for reporting information of procurements by Contractors and/or Eligible Entities to the IT Hardware PMT and OSD.

**“Desirable”** - RFR specifications prefaced with language such as: **“may,” “could,” “suggested,” and “requested,”** will be considered by the Bidder to be “desirable,” or in other words optional for the Bidder to respond to the statewide contract as the Selected Bidders.

**“Documentation”** - The user guides and manuals for installation and use of the Equipment or Systems Software. Documentation is provided in CD-ROM, diskette, or bound form, based on the customer preference and availability.

**“Eligible Entities”** This Statewide Contract may be used by all agencies of the Commonwealth of Massachusetts, including all Constitutional Offices, the Legislature, the Judiciary, Elected Offices, Public Institutions of Higher Education, the Military Division and Independent Public Authorities, and all other political subdivisions of the Commonwealth including cities, towns, municipalities, county governments, school districts and other service districts, and quasi-public eligible entities. In addition, Not-For-Profit vendors currently providing human and social services to the Commonwealth under contract and other entities designated in writing by the State Purchasing Agent may use this Statewide Contract.

**“Eligible Entities Public Education Community”** This defines a specific group identified in this RFR. This includes Primary school and Kindergarten through Grade 12, including publicly funded libraries, which are open to the general public.

**“Energy Star”** - is a Federal standard applied to office equipment for the purpose of rating the energy efficiency of the equipment. Energy Star computers, monitors, and printers save energy by powering down and going to “sleep” when not in use, resulting in a reduction in electrical bills and pollution levels.

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

**“Information Technology Hardware PMT”** The Procurement Management Team assembled to procure and manage the IT PC's Peripherals and Services Statewide Contract on behalf of the Commonwealth.

**“Internet”** - In general, a collection of networks connected to each other using TCP/IP technology.

**“IT Equipment”** - the “PCs” and/or “Peripheral” Information Technology Equipment as identified in Section 2, Part 2.1 and other Equipment authorized by the IT Hardware PMT and the Operational Services Division as appropriate for procurement under the Statewide Contract. All IT Equipment **must** be new equipment.

**“IT Hardware PMT”** - the PMT assembled to procure and manage the IT PCs, Peripherals and Services Statewide Contract on behalf of the Commonwealth.

**“Mandatory”** - RFR sections prefaced with language such as: **“must,” “will,” “will not,” “may not,” “shall,” “can not,” “can only,” “prohibited,” or “required,”** will be consider by the Bidder to be “mandatory,” or in other words critical for meeting the basic requirements to be considered for a statewide contract as the Selected Bidders.

**“Massachusetts’ Affirmative Market Program”** (Executive Order 390) – In order to ensure the continued fiscal health of the Commonwealth and particularly its disadvantaged areas, the Commonwealth is committed to ensuring equality in the market place. To that end, this program encourages Information Technology companies

to work with and promote minority-owned businesses in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs).

**“M.G.L.”** – Massachusetts General Laws

**“MMARS”** – Massachusetts Management Accounting and Reporting Systems.

**“Open Buying on the Internet (OBI) Standard”** - An open, flexible design for business-to-business Internet commerce solutions intended for high volume, low-dollar transactions.

**“Operational Services Division (OSD)”** - A Department of the Commonwealth, within the Executive Office for Administration and Finance, established pursuant to St. 1989, Chapter 731, which is responsible for the management and oversight of procurement activities in the Commonwealth of Massachusetts.

**“Qualifying Groups”** - Bidders may be qualified to provide IT Equipment, Network Integration Services and Maintenance Services as described in Section 2, Part 2.2.

**“Payment Cycle”** - The Commonwealth's payment cycle is up forty-five (45) calendar days from receipt of a properly submitted invoice by the Statewide Contractor. A Department or the Commonwealth will not incur late penalty interest charges provided payments are issued within this period but may pay in a shorter period to take advantage of prompt payment discounts.

**“Procurement Management Team” (PMT)** - Representatives from various Eligible Entities that design procurements, develop specifications, conduct solicitations and award contracts. The PMT also monitors Contractor performance and the level of customer satisfaction throughout the life of the Contract, or may delegate this effort at their discretion.

**“Peripherals”** - The term Peripheral is defined as including major sub-system components necessary for the customary operation of the system defined as a PC, such as storage; input and output devices; and/or controllers and ancillary devices.

**“Qualified Contractor”** - shall mean any Contractor approved to provide IT PCs, Peripherals and Services under this Statewide Contract.

**“Quotation”** - A statement of price, terms of sale, and description of goods and/or services offered by a vendor to a prospective purchaser: a bid. When given in response to an inquired is usually considered an offer to sell. Also, the stating of the current price of a commodity.

**“PCs”** - The term “PC” is meant to include all desktop, hand held and mobile computing equipment operating in a standalone or network configuration, including, but not limited to PCs, notebooks, and laptops. See Section 2, Part 2.1.

**“Services”** - The term Services is defined as Contractor support that may be requested by a Department to accomplish its business needs such as project planning and/or implementation services; installation services; technical support (OEM and/or third party); and on-going preventive and/or time and materials maintenance services. For this RFR, Services does not include application software.

**“SOMWBA”** – State Office of Minority and Women Business Assistance.

**“State”** – See Commonwealth (or State).

**“Year 2000 Compliant”** - Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

**SECTION 4 BIDDER, BUSINESS AND CONTRACT REQUIREMENTS FOR QUALIFICATION**

**4.1 Bidder Requirements for Qualification. To be eligible for Qualification, a Bidder must include a response to all of the following Bidder Requirements in its Response:**

- 4.1.1 Bidder's Firm Profile.** Bidder must provide a brief firm profile, not to exceed one (1) page, single spaced, in length, outlining the Bidder's overall operations, qualifications and organizational capabilities related to providing the PCs, Peripherals and/or services requested by this RFR.
- 4.1.2 Bidder's Experience.** If bidding on either the OEM or Reseller Category, Bidder must state the number of years the Bidder has been in the business of providing IT Equipment. Each Bidder must submit documentation that they have been providing IT Equipment and in what business capacity (Reseller, Channel Partner, OEM, etc.) for at least the five (5) most recent consecutive years prior to this RFR. Bidders must have provided services and nationally recognized IT Equipment for clients that are of comparable size to the Commonwealth, and to multiple clients with both small dollar and large dollar values.
- 4.1.3 Bidder's Client References.** All Bidders must provide five (5) client references, including client name, contact person, address, telephone and fax numbers, e-mail address, date of service(s), and a description of the services the Bidder provided to the client that is similar to those requested by this RFR. These references will be used to support the Bidder's ability to perform the requirements requested by this RFR. For your convenience, a Business Reference Form may be obtained from the Comm-PASS Forms section: <http://www.comm-pass.com/comm-pass/forms.html>.

**Note: If you are an OEM or a Reseller your references should be submitted to Dun & Bradstreet directly as part of your request to Dun & Bradstreet. See Section 1, Part 1.26 for Dun & Bradstreet information.**

References must include Massachusetts or other government customers of the Bidder, if available. The IT Hardware PMT may use alternative known Commonwealth references as a substitution for references given by the Bidder.

References will be called between the hours of 9:00 A.M. and 5:00 P.M. EST/EDT, regardless of location. Reference not available during this time frame may be rejected by the IT Hardware PMT. Incorrect or missing telephone numbers may also result in rejection by the IT Hardware PMT.

The IT Hardware PMT reserves the right to select which of the client references will be contacted and in what number(s).

**4.2 Business Requirements for Qualification. To be eligible for Qualification, a Bidder must include a response to all of the following Business Requirements in its Response:**

- 4.2.1 Financial Statement.** Bidder is required to attach to their Response audited financial statements, presented in accordance with Generally Accepted Accounting Principles (GAAP), for the two most recent years for which audited financial statements have been completed or other official documentation of financial stability and capacity to provide the required performance under this RFR. These documents should break out subsidiary data if the Bidder is part of a larger entity. Bidder must evidence sufficient financial strength to perform the Contract requirements during the life of the Statewide Contract.
- 4.2.2 Contract Manager.** Bidder must designate a Contract Manager who will be responsible for overall management and ensuring performance under the Statewide Contract. The Bidder must state that it agrees that it will not replace the identified Contract Manager without prior notification to OSD and the IT Hardware PMT, and any replacement individual must have equal or greater qualifications and experience than the individual they will be replacing. OSD reserves the right to approve the Contract Manager or any replacement.

- 4.2.3 List of Key Personnel.** Bidder **must** document it's ability to provide qualified staff and other personnel resources to successfully offer the proposed IT Equipment and services under this Statewide Contract. Each Bidder **must** list the key personnel who will be responsible for performance under the Statewide Contract, including their qualifications, years of experience and how their qualifications will enhance and ensure adequate performance by the Bidder during the period of the Contract. *Resumes for specific individuals are not requested and should not be included in the Bidder's Response.*
- 4.2.4 Customer Service.** Bidder **must** describe what customer services will be available to assist Eligible Entities with a procurement of IT Equipment and how and when these services will be made available.
- 4.2.5 Compliance with Terms of Statewide Contract.** Bidder **must** describe what steps will be taken to ensure that Contract Managers, Key Personnel, Customer Service and Technical Support representatives will be familiar with, and ensure compliance with, the specific terms and conditions of the Statewide Contract, and will be able to provide accurate information and guidance on a Department's use of the Statewide Contract.
- 4.2.6 Prime Contractor Responsibility.** The Commonwealth requires a single point of responsibility for any Statewide Contract resulting from this RFR. Subcontractors may be used, but the Qualifying Contractor, as the Prime Contractor, **must** accept full responsibility for any subcontractor's performance including but not limited to the subcontractor's compliance with the specific terms and conditions of the Statewide Contract. Bidders **must** include a statement in its Response that it accepts the Prime Contractor Responsibility.
- 4.2.7 Conflicts of Interest.** Bidder **must** disclose in writing all actual, potential or perceived conflicts of interest relating to this RFR. If none are disclosed, the Bidder affirms none exist by responding to this section.
- 4.2.8 Reporting Requirements.** Bidder **must** agree to furnish, on a periodic basis, a statewide report, to, and in a format designated by, the IT Hardware PMT. At a minimum, this report, broken down to Department level, will include the number of purchase orders and service contracts for each Department, a description of what was procured and the total costs. The IT Hardware PMT reserves the right to request that the Qualified Contractor include additional information on the report as it deems necessary for the administration of the Statewide Contract. In addition Qualified Contractors may be asked to send survey to eligible entities for the purpose of obtaining customer response to Contractor performance. All Qualified Contractors will be required to submit reports in the same format and layout as determined by the IT Hardware PMT.
- 4.2.9 Geographical Coverage.** Bidders **must** indicate their ability to provide coverage throughout the Commonwealth of Massachusetts. Any limitations and restrictions should also be indicated.
- 4.3 Contract Required and Optional Attachments. To be considered for Qualification, a Bidder must include all, unless identified as optional, of the following Contract Attachments in its Response:**  
All Required and relevant Optional attachments listed below **must** be completed in order to be considered for qualification under this Statewide Contract. *Hard paper copies will not be provided. Unless otherwise specified below, Attachments referenced in this RFR as being a document required to be filed with a Response can be found and **must** be obtained from the Comm-PASS Forms section: <http://www.comm-pass.com/comm-pass/forms.html>. be provided.* These documents may be printed directly from Comm-PASS for completion. If you require additional assistance downloading these attachments, please contact the Comm-Pass Help desk at 1-888-627-8283. RFR Responses that are submitted without completed Required Attachments may be disqualified by the IT Hardware PMT as unresponsive.
- 4.3.1 Commonwealth Terms and Conditions – Required (see Comm-PASS).** Complete all blanks and required information fully and accurately. All Bidders **must** complete, execute and return the Commonwealth Terms and Conditions "as is". Any changes to the terms are not acceptable and may disqualify the Bidder's Response. If the Bidder has already executed and filed the Commonwealth Terms and Conditions, please indicate this in your Response or attach a photocopy. The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services

executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once. The information completed **must** match the information contained on the Massachusetts Substitute W-9.

- 4.3.2 Verification of Tax Reporting Information (Massachusetts Substitute W-9) – Required (see Comm-PASS).** The Commonwealth's vendor files are being updated. Therefore, the Massachusetts Substitute W-9 Form should be completed if the Bidder has not previously conducted business for the Commonwealth; if a Massachusetts Substitute W-9 was filed PRIOR to June 1996, OR if any information on a previously filed Massachusetts Substitute W-9 has been updated and/or changed.
- 4.3.3 Commonwealth Standard Contract Form – Required (see Comm-PASS).** This form **must** be executed and returned as part of the Bidder's RFR Response. By executing the Standard Contract Form, the Contractor certifies, under the pains and penalties of perjury, that it has submitted a Response to a Request for Response (RFR) issued by the Department and that this Response is the Contractor's offer as evidenced by the execution by the Contractor's authorized signatory, that the Contractor's Response may be subject to negotiation by the Department, and that the terms of the RFR, the Contractor's Response and any negotiated terms shall be deemed accepted by the Department and included as part of the Contract upon execution of the Standard Contract Form by the Department's authorized signatory. This document shall not become a final Contract unless and until the Bidder's Response is accepted by the Commonwealth, the Bidder confirms any added or deleted information or negotiated items and OSD executes the Standard Contract Form.
- 4.3.4 Bidder's Authorized Signature Verification Form – Required (see Comm-PASS).** If Bidder is a corporation or partnership or other business entity, complete the form as indicated. If the Bidder is an individual, attach a copy of the Bidder's Driver's license or other valid identification that contains an example of the Bidder's signature and other identification information that can be used to verify the Bidder's signature on the Commonwealth Terms and Conditions, Standard Contract Form and other documents.
- 4.3.5 Certification of Year 2000 Compliance – Required** By executing a Contract under this Statewide Contract, the Qualified Statewide Contractor certifies and warrants that any IT Equipment, system and all interfaces to this system that is being provided under this Statewide Contract, including but not limited to interfaces with other systems and data entry interface for this system, are year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational technology properly exchanges data/time data with it. This warranty shall survive the expiration or termination of this contract. This warranty is in addition to all other Equipment Contractor generated warranties, disclaimers, or remedies to Contractor Programs, Media, and Services.
- 4.3.6 Affirmative Market Program.** In accordance with Executive Order Number 390, Massachusetts Affirmative Market Program, Bidders are strongly urged to develop and commit to ways in which Contractors may work to develop, build and improve the capacity of minority and women-owned businesses contracts to Minority Business Enterprises, and Women Business Enterprises (M/WBEs), responses from qualified M/WBEs or subcontracts with qualified M/WBE subcontractors are encouraged. Bidders should consider creative opportunities to help develop relationships with M/WBEs within the context of this RFR. Participation in this program can be as a direct technical partner in the procurement process or in a support capacity.

The objective of the Affirmative Market Program is to promote the use of Minority and Women Business Enterprise through a direct award of a Contract or as a subcontractors or partners to other Contractors. As such M/WBEs are strongly urged to submit responses to the RFR. Bidders are asked to identify, in their RFR, how they are applying as a Contractor or as a subcontractor.

The IT Hardware PMT will evaluate Bidder's RFR responses to this RFR through their commitment to this program and participation already established.

The Bidder is requested to identify in their response to this RFR, if they are a Bidder that is SOMWBA certified, or whether the Bidder intends to develop new business relationships with M/WBEs within the scope of this RFR.

- The Bidder is requested to outline how the proposed business relationship(s) will result in the development and growth of each M/WBE contained in their proposal. In order to satisfy the Affirmative Market Program for this RFR, the Bidder must submit the following:
  - **Program Percentage-** Proposed percentage of gross revenue that will be allocated for the affirmative Market program;
  - **SOMWBA (M/WBE) Company Contact Information** - company name, address, telephone, facsimile, web page URL, as well as company contact - name, Title, phone, facsimile, email;
  - **Business Relationships** - Detailed description of the how businesses will interact with one another, anticipated program percentage based on the dollar value of the relationship; and
  - **Recruitment** - Description of the work performed to locate potential SOMWBA certified M/WBE.
- The IT Hardware PMT will evaluate the planned involvement of Bidders in the Affirmative Market Program and award points based on the level of their commitment and their participation. If a Contract award is made, the Contractor will be measured at least semi-annually on the performance of the contractor in the Affirmative Market Program.
- The Bidder, as either a SOMWBA certified M/WBE, **must** submit a copy of their SOMWBA certification letter for the current period.

**SOMWBA Resources** – A directory of SOMWBA certified firms is available via the Internet at <http://www.magnet.state.ma.us/somwba>. A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at <http://www.magnet.state.ma.us/somwba>.

- 4.3.7 Affirmative Action Plan – Required for Employers Only (see Comm-PASS).** This form **must** be completed if the Bidder is an employer.
- 4.3.8 Declaration/Northern Ireland Notice and Certification (see Comm-PASS).** This form **must** be completed.
- 4.3.9 Tax Compliance Form – Required.** This form **must** be completed.
- 4.3.10 Authorization for Electronic Funds Transfer Form – Optional (see Comm-PASS).** It is recommended that all Qualified Contractors receive payments through Electronic Funds Transfer (EFT), which is a direct deposit through a wire transfer directly to the Contractor's bank account. Bidders seeking payment through EFT **must** complete this attachment and attach all required documentation.

**SECTION 5 ORIGINAL EQUIPMENT MANUFACTURER (OEM) REQUIREMENTS**

- 5.1 The Bidder **must** manufacture or assemble their nationally branded PCs from the list below for at least five (5) years. **This list was extracted from GartnerGroup End-User Strategic Analysis Reports entitled: Desktop Vendor Tiering: The Next Generation, dated June 10, 1998 and Notebook Vendor Tiering: The Next Generation, dated October 21, 1998. These reports identify the enterprise tier and the middle tier of respective PC Desktop and Notebook manufacturers.**

Acer	Fujitsu	IBM
Compaq	Gateway	NEC
Dell	Hewlett Packard	Toshiba

- 5.2 The Bidder **must** provide hardware and peripherals for Desktop Information Technology (IT) Solutions. The Bidder may also bid as an integrator to provide network integration services, break-fix and preventative maintenance services according to the requirements of Network Integration Services (Section 7) and Maintenance Services (Section 8). If requested, the Bidder is also required to **install and configure** standard software including but not limited to Microsoft, Lotus, Corel and anti-virus products, provided by the Purchasing Entity.
- 5.3 Bidders **must** have a presence on the World Wide Web and make available specific information about products on Contract, prices, and support for government and educational entities.
- 5.4 Bidders **must** have, at a minimum, five hundred million dollars (\$500,000,000) in gross revenues, averaged annually, for the two-(2) most recent years. See Section 4, Part 4.2.1 Financial Statement.
- 5.5 Bidders **must** have a real-time web based quoting with complete build-to-order options. Additional points may be awarded to Bidders who have a dedicated Commonwealth of Massachusetts's web quoting system.
- 5.6 Bidders **must** identify the number of years and type of experience providing equipment, and sales support to government and educational entities (including public pre-kindergarten - 12 entities). Additional points may be awarded based on years and type of experience.
- 5.7 Bidders **must** provide a set percentage discount from retail or list pricing as listed on their commercial web site, such that Entities receive the lowest price available to any eligible educational institution and government/eligible entity, regardless of quantity purchased. If a discounted price is offered to any eligible entity, the Contract Manager must be notified in writing. The price must be available to all Eligible Entities for sixty (60) days.
- 5.8 Bidders **must** offer pricing scales for government entities as well as educational institutions.
- 5.9 Bidders **must** respond to quote requests within two (2) business days of receiving the request, unless otherwise agreed to in advance. Freight charges, if any, **must** be identified at the time of the quote response. Freight charges identified after the quote is accepted will not be paid. Freight changes **must** be no more than the actual freight charge paid by the Contractor.
- 5.10 Bidders **must** provide toll-free phone and toll-free fax numbers for the processing of all quotation requests.
- 5.11 Bidders **must** supply unlimited and, at no charge, telephone technical support, accessible toll-free, from at least 8am - 6pm EST/EDT Monday through Friday for 3 years after purchase. Maximum response time to calls is two (2) hours. If Bidders provide better than minimum responses additional points may be awarded. Bidder **must** specify technical support policy.
- 5.12 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 Bidder.

- 5.13 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 Department and Contractor.
- 5.14 Bidders **must** provide a three (3) year on-site warranty at no charge. This includes parts, labor and travel. Bidders are the Single Point of Contact for all equipment services purchased from them.
- 5.15 Bidders **must** respond to a warranty service call within two (2) hours with a call back from the initial problem call and a four-(4) hour on-site response time from the call back, unless otherwise agreed upon, in writing, by the Department and Contractor.
- 5.16 Bidders **must** indicate ability to provide goods and services throughout the Commonwealth.
- 5.17 Bidders **must** provide, if requested, the installation of software received from either the purchasing entity or the statewide software provider.
- 5.18 Product(s) **must** be Energy Star compliant and meet the guidelines identified in Section 1, Part 1.24.
- 5.19 All products **must** be Year 2000 (Y2K) compliant. See Year 2000 Warranty Certification Form Attachment D.
- 5.20 The Bidder **must** provide five (5) references, using the form provided in Attachment G (Attachment G may be duplicated to accommodate the five (5) references). For each reference, the Bidder will submit the company name, telephone number, and the name of the contact person. Refer to Section 4, Part 4.1.3.
- 5.21 Bidders **must** conduct an annual presentation for the IT Hardware PMT for the purpose of strengthening customer relations, problem resolution/escalation and contract performance review and other meetings upon request.
- 5.22 Bidders **must** agree to ship all corresponding operating manuals, media, and setup guides for all equipment procured through this Statewide Contract, unless otherwise agreed to in advance.
- 5.23 Bidders **must** provide OEM replacement parts for the length of the manufacturer warranty.
- 5.24 The Bidder **must**, on request, participate and pay for a post audit to verify pricing, costs of items sold and the components thereof. An auditing firm or independent third party will be selected by mutual agreement between the Contractor and the IT Hardware PMT. A maximum of fifty (50) items will be audited. If significant discrepancies are found, more audits may be required.
- 5.25 Bidders may only sell their own brand of PCs and other equipment, however, Bidders may provide peripherals, supplementary equipment and accessories to complete a system purchase. See Eligible It PCs Peripherals and Services Section 2, Part 2.1.
- 5.26 Bidders **must** entirely complete the corresponding Cost Tables for this category at Attachment B. Bidders will provide retail or list pricing minus discount. The cost tables **must** be signed and dated by an authorized signatory of the Firm
- 5.27 **Requirements For OEMs Conducting Business in the Public Educational Community**

For the purpose of this Contract, the public educational community is defined as primary school and Kindergarten through Grade 12. Publicly funded libraries which are open to the general public are also included.

Any Contractor approved through ITC05 for conducting business in the public educational community will be subject to the following additional terms:

**OEM Requirements:**

- 1) cutting-edge presence on the World Wide Web including ITC05 specific information about products, prices, and support
- 2) real-time web based ordering with complete build-to-order options
- 3) five (5) years experience providing hardware, and pre-sales and post-sales support to public pK - 12 entities
- 4) onsite technical support/repair services guaranteed within 2 business days - free of charge for at least one year after purchase. Additional value will be given for better warranty terms.
- 5) unlimited free telephone technical support (accessible toll-free from at least 9am - 6pm EST Monday through Friday) for 3 years after purchase
- 6) a three (3) year warranty on defective parts with 48 hour replacement turnaround
- 7) must complete Project Templates before starting any ITC05 educational project. These templates require that you identify the municipality in which you are conducting business, the contact person at your company, the contact person at the municipality, the telephone, email and fax of all contacts, and the total cost of the project. These templates can be found on the Department of Education's (DOE) ETIS website ([www.doe.mass.edu/etis](http://www.doe.mass.edu/etis)). These templates differ from the templates required of Resellers in that OEMs are not required to disclose costs of goods sold or salary information. OEMs do not require approval from DOE before starting a project. However, it is absolutely incumbent upon the OEM to diligently complete Project Templates before starting an ITC05 educational project.
- 8) a signed letter from the company agreeing to the following: a set percentage discount from retail pricing such that ITC05 users receive the lowest price available to any educational institution nationwide ñ regardless of quantity purchased.

The Procurement Management Team of ITC05 will vigorously monitor OEM pricing. If it is determined that a particular commodity is available at a price lower than the manufacturers ITC05 price, the manufacturer will be removed from the statewide contract for the public educational community.

**GENERAL NOTES**

For now, the ITC05 web site, project templates, etc. will be administered by the Department of Education through the Educational Technology Integration Services contract administrators.

If a Contractor violates the standards of ETIS and is notified by the DOE ETIS administrators, they would be prohibited from conducting business with the public educational community under ITC05. This Contractor would still be approved to conduct other business in the Commonwealth covered by ITC05 - except for public education community as defined above.

**SECTION 6 RESELLER REQUIREMENTS**

6.1 Bidders **must** have a minimum of five (5) years of experience in reselling nationally branded PCs

Bidders **must** provide hardware and peripherals for Desktop Information Technology (IT) Solutions. The Bidder **must** be certified by the OEMs they represent to resell the equipment. The Bidder may also bid as an integrator to provide network integration services, break-fix and preventative maintenance services period according to the requirements of Network Integration Services (Section 7) and Maintenance Services (Section 8). If requested, the Bidder is also required to install and configure standard software including but not limited to Microsoft, Lotus, Corel and anti-virus products, provided by the Purchasing Entity.

6.2 Bidders **must** have, at a minimum, three million dollars (\$3,000,000) in gross revenues, averaged annually, for the two- (2) most recent years. See Section 4, Part 4.2.1 Financial Statement.

6.3 Bidders **must** be certified to resell nationally branded PCs including but not limited to desktops, notebooks, laptops, from any of the following nine (9) brands of PCs. **This list was extracted from GartnerGroup End-User Strategic Analysis Reports entitled: Desktop Vendor Tiering: The Next Generation, dated June 10, 1998 and Notebook Vendor Tiering: The Next Generation, dated October 21, 1998. These reports identify the enterprise tier and the middle tier of respective PC Desktop and Notebook manufacturers.**

Acer	Fujitsu	IBM
Compaq	Gateway	NEC
Dell	Hewlett Packard	Toshiba

In order to meet this mandatory, Bidders **must** provide a letter, certificate, or permit from any the above manufacturers stating that the Bidder meets or exceeds the corresponding standards of the manufacturer. Bidders certified in multiple brands above **must** also provide the manufacturers name, letter, certificate or permit identified above.

**Additional points may be awarded for multiple brand certifications/agreements from the above list.**

6.4 Bidders **must** have a presence on the World Wide Web and make available specific information about products, prices, and support for government and educational entities.

6.5 Bidders **must** identify the number of years and type of experience providing equipment, and sales support to government and educational entities (including public pre-kindergarten-12 entities). Additional points may be awarded based on year and type of experience.

6.6 It is **desirable** that Bidders have real-time web based quoting with complete build-to-order options. Additional points may be awarded to Bidders who have a dedicated Commonwealth of Massachusetts's web quoting system.

6.7 Bidders **must** provide a final cost to the Commonwealth such that Entities receive the lowest price available to any eligible educational institution and government/eligible entity, regardless of quantity purchased. If a discounted price is offered to any eligible entity, the Contract Manager must be notified in writing. The price must be available to all Eligible Entities for sixty (60) days.

6.8 Bidders **must** offer pricing for government entities as well as educational institutions.

6.9 Bidders **must** respond to quote request within two (2) business days of receiving the request, unless otherwise agreed to in advance. Freight charges, if any, **must** be identified at the time of the quote response. Freight charges identified after the quote is accepted will not be paid. Freight changes **must** be no more than the actual freight charge paid by the Contractor.

- 6.10** Bidders **must** provide toll-free phone and toll-free fax numbers for the processing of all quotation requests.
- 6.11** Bidders **must** supply limited and, at no charge, telephone technical support, accessible toll-free, from at least 8am – 6pm EST/EDT Monday through Friday for 3 years after purchase. Maximum response time to calls is two (2) hours. If Bidders provide better than minimum responses additional points may be awarded. Bidder **must** specify technical support policy.
- 6.12** 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 Bidder.
- 6.13** Bidders **must**, if requested, install and have equipment ready to operate, pursuant to the manufacturer's installation policy, within thirty (30) days of delivery, unless otherwise agreed upon, in writing, by the Department and Bidder.
- 6.14** Bidders **must** provide three (3) year on-site warranty at no charge. This includes parts, labor, and travel. Bidders are the Single Point of Contact for all equipment services that are purchased from them.
- 6.15** Bidders **must** respond to a warranty service call within two (2) hours with a call back from the initial problem call and a four- (4) hour on-site response time from the call back, unless otherwise agreed upon, in writing, by the Department and Contractor.
- 6.16** Bidders **must** provide OEM replacement parts for the length of the manufacturers warranty.
- 6.17** Bidders **must** indicate ability to provide goods and services throughout the Commonwealth.
- 6.18** Bidders **must** provide, if requested, the installation of software received from either the purchasing entity or the statewide software provider.
- 6.19** Product(s) **must** be Energy Star compliant and meet the guidelines identified in Section 1, Part 1.24.
- 6.20** All products **must** be Year 2000 (Y2K) compliant. See Year 2000 Warranty Certification Form Attachment D.
- 6.21** The Bidder **must** provide five (5) references, using the form provided in GI (Attachment G may be duplicated to accommodate the five (5) references). For each reference, the Bidder will submit the company name, telephone number, and the name of the contact person. Refer to Section 4, Part 4.1.3
- 6.22** The Bidder **must** conduct an annual presentation for the IT Hardware Procurement Management Team (PMT) for the purpose of strengthening customer relations, problem resolution/escalation and contract performance review and other meetings upon request.
- 6.23** The Bidder **must** agree to ship all corresponding operating manuals, software disks, and setup guides for all equipment procured through this Statewide Contract, unless otherwise agreed to in advance.
- 6.24** The Bidder **must**, on request, participate in a post audit to verify pricing, costs of items sold and the components thereof. An auditing firm or independent third party will be selected by mutual agreement between the Contractor and the IT Hardware PMT. A maximum of fifty (50) items will be audited. If significant discrepancies are found, more audits may be done.  
Bidders must be willing to:
- provide cost plus pricing information to verify their process.
  - pay for an audit to verify their pricing at least once a year, if requested.
  - if significant discrepancies are found in the audit, the Bidder may be requested to have a more comprehensive audit completed and, if necessary, a refund provided.
- 6.25** Bidders may only sell the PC made by the Manufacturers they propose, however, Bidders may provide other brands of peripherals, supplementary equipment and accessories to complete a system purchase. See Eligible IT PCs Peripherals and Services Section 2, Part 2.1.

- 6.26** Bidders **must** entirely complete the corresponding Cost Tables for this category at Attachment B. The cost tables **must** be signed and dated by an authorized signatory of the organization.

Bidders are asked to provide a cost plus pricing or a discount off an established retail or list price.

- Bidders proposing a cost plus pricing **must** provide the formula they will use to establish their costs, and a fixed percentage they will use to determine the selling price.
- Bidders proposing a discount off of a price list **must** provide the discount percentage to be used in all sales and provide a reputable authority that maintains the price list, on a web site, other than themselves.

**6.27 Requirements For Resellers Conducting Business In The Public Educational Community**

For the purpose of this Contract, the public educational community is defined as primary school and Kindergarten through Grade 12. Publicly funded libraries, which are open to the general public, are also included.

Any Contractor approved through ITC05 for conducting business in the public educational community will be subject to the following additional terms:

**RESELLER Requirements:**

- 1) cutting-edge presence on the World Wide Web including ITC05 specific information about products, prices, and support
- 2) five (5) years experience providing hardware, and pre-sales and post-sales support to public pK - 12 entities
- 3) complete Project Templates before starting any ITC05 educational project. These templates require that you fully disclose the actual costs of delivering all goods and services including salaries, wages, benefits, and overhead. All of this information is posted to a public website.

The Project Templates are found on the Department of Education's ETIS website. ([www.doe.mass.edu/etis](http://www.doe.mass.edu/etis)) and can only be completed online. **The Project Templates should only be accomplished when the project start is imminent.** DOE will review the templates and grant approval for the project to begin or will identify issues with the project. This approval process generally requires no more than three (3) business days.

**Beginning an ITC05 educational project without submitting the Project Templates and awaiting their subsequent approval is grounds for immediate, with cause, termination from the contract for the public educational community.**

Note: It is suggested that you visit the ETIS website, read the template instructions, and experiment with the project templates prior to submitting any for approval. Please include in the project Name field the word 'TEST' if you are, in fact, experimenting.

- 4) charge a maximum of 10 percent above disclosed costs for sub-contracted personnel and hardware.

**GENERAL NOTES**

For now, Project Templates, etc. will be administered by the Department of Education through the Educational Technology Integration Services contract administrators.

If a Contractor violates the standards of ETIS and is notified by the DOE ETIS administrators, they would be prohibited from conducting business with the public educational community under ITC05. This Contractor would still be approved to conduct other business in the Commonwealth covered by ITC05 - except for public education community as defined above.



**SECTION 7 NETWORK INTEGRATION SERVICES REQUIREMENTS**

- 7.1 The Network Integration Services Category encompasses Local and Wide Area Network installation and support of equipment, such as PCs, laptops, peripherals, network design, configuration, network maintenance, software installation, specialized training and engineering support. Additionally, Network Integrators **must** provide break- fix and preventative maintenance. Network Integrators **may not** provide Software and IT Equipment (except on a limited basis for miscellaneous parts, supplies and accessories).

The Network Integration Services Category is broken down into sub-categories (Banyan, Novell and NT). Bidders may bid on either the Banyan, Novell or NT categories, or all three. Bidders **must clearly state**, in their proposal, which Network Integration categories they are bidding on. **Additional points will be given to Bidders who can provide certification in more than one category above and who can provide any Unix Network Operating Systems support.**

Network Integration Bidders **must** install hardware and software upon request of the purchasing entity. Example: A Department purchases PCs from an OEM or Reseller on Contract. The Network Integration Services Bidder **must** install those PCs onto a LAN, configure, provide engineering support etc., as required.

- 7.2 Bidders **must** identify the number of years and type of experience providing equipment, and sales support to government and educational entities (including public pre-kindergarten - 12 entities). Additional points may be awarded based on years and type of experience.
- 7.3 Bidders **must** have been in business for 5 years providing networking sales, support, maintenance and consulting services.
- 7.4 Bidders **must** have telephone technical support at least 8am - 6pm Monday through Friday EST/EDT with minimal hold times and qualified, competent office staff that can quickly route calls to the appropriate individuals. Answering services or answering machines are **not** acceptable.
- 7.5 Bidders **must** provide next day service for technical support issues that cannot be addressed by telephone. Bidders **must** make available a Help Desk facility where agencies may call with technical questions regarding Banyan, Novell, and NT (whichever are applicable) network operating systems.
- 7.6 It is **desired** that Bidders have a presence on the World Wide Web and make available specific information about prices, and support for government and educational entities covered by this RFR.
- 7.7 Bidders **must** be certified by manufacturer to provide free warranty repair/replacement work by all manufacturers whose equipment they install. Evidence of such certification **must** be provided.
- 7.8 Bidders **must** conduct an annual presentation for the IT Hardware PMT for the purpose of strengthening customer relations, problem resolution/escalation and contract performance review and other meetings upon request.
- 7.9 Bidders **must** be able to provide Network Integration Services under one of the following Network Operating Systems environments (Banyan, Novell or NT). It is **desirable** that Bidders offering Network Integration services are certified to perform services in more than one Network Operating Systems environment.
- 7.10 **Network Integration Services - Banyan** Bidders offering Network Operating System Services for Banyan software **must** be a Banyan solutions-oriented technical partner, with one of three levels of technical certification, "Network Solutions Provider", "Premier Network Integrator," or "Authorized Network Integrator." It is **desirable** that Bidders be certified as a Premier Network Integrator. It is **highly desirable** that Bidders be certified as a Network Solutions Provider. To meet this requirement, Bidders **must** submit written verification (**copy of authorization letter and certificate**) from Banyan, attesting the Bidder **technical certification status with Banyan.**

- 7.11 **Network Integration Services - Novell** Bidders offering Network Operating System services for Novell software **must** be a Novell solutions-oriented channel partner, with one of three levels of participation, “Novell Authorized Partner,” “Novell Gold Authorized Partner,” or “Novell Platinum Authorized Partner.” It is **desirable** that Bidders be certified as a Novell Gold Partner. It is **highly desirable** that Bidders be certified as a Platinum Authorized Partner. To meet this requirement, Bidders **must** submit written verification (copy of authorization letter and certificate) from Novell attesting the Bidder Partner status with Novell..
- 7.12 **Network Integration Services – Microsoft (NT)** 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.
- 7.13 Bidders that are awarded a contract, on an annual basis **must** re-submit their technical certification of network integration services. Bidders will submit written verification (copy of authorization letter and certificate) from Banyan, Novell and/or Microsoft. The timeframe for re-certification will be subject to criteria determined by the IT Hardware PMT. A Bidders failure to maintain certification may result in termination or suspension from the Statewide Contract.
- 7.14 Bidders **must** submit five customer references that confirm the Bidder’s ability to perform the services under this statewide Contract. It is mandatory that three of the five references be from current customers that run Banyan or Novell or NT networks of at least 100 nodes.
- 7.15 Bidders **must** be able to provide both Contract and Time and Material maintenance plans for equipment and software available in this category. The minimum acceptable response times for this contract are as follows:
- 7.15.1 **Contract Maintenance:** Response time **must** be within 2 hours to return a service request from a Department for equipment under Contract Maintenance. After that service call is returned, the Bidder has four hours to send a trained technician on site, if the Department determines that on-site service is required. Business hours are defined as 8:00 AM to 6:00 PM, Monday through Friday, (excluding holidays).
- 7.15.2 Eligible Entities will provide Bidders with an inventory and serial numbers for equipment maintained under this Contract.
- 7.15.3 **Time and Materials:** Response time **must** be no more than 2 hours to return a service call for equipment under Time and Materials. After that service call is returned, the Bidder has four hours to send a trained technician on site if needed. Business hours are defined as 8:00 AM to 6:00 PM Monday through Friday, (excluding holidays). Time and Materials maintenance rates will be billed as a 1-hour minimum. After the first hour, the rate will be billed in 1/4-hour increments.
- A Bidder and the particular Department may agree, in writing, on response times other than those required by this RFR.
- 7.15.4 **Warranty Service:** Response time **must** be within 2 hours to return a service request from a Department for equipment under Contract Maintenance. After that service call is returned, the Bidder has four hours to send a trained technician on site, if the Department determines that on-site service is required. Business hours are defined as 8:00 AM to 6:00 PM, Monday through Friday, (excluding holidays).
- 7.15.5 Bidders **must** provide a (one) 1 year parts and 90 day labor warranty on all maintenance performed under this statewide Contract.

- 7.16** Bidders may, on a limited basis, provide components and parts only to the extent needed to repair and upgrade the PC and systems they service.
- 7.17** Bidders **must** entirely complete the corresponding Cost and Labor Rate Tables for this category at Attachment B. The tables **must** be signed and dated by an authorized signatory of the organization.

**SECTION 8 IT MAINTENANCE REQUIREMENTS**

**8.0** The PC Hardware /Peripheral Maintenance category encompasses maintenance and repair services for PC and Laptop hardware, printers, and other PC peripherals. Bidders **must** provide costs for Contract Maintenance Plans and Time and Material Plans.

The PC Hardware/ Peripheral Maintenance category is divided into two geographic regions, East and West. Bidders may bid in the Eastern Region, Western Region, or both regions. **Bidders must service the entire Region in which they bid.**

Bidders will be chosen for the **Eastern Region**, and for the **Western Region**. Bidders **must clearly state** in their proposals which region they are bidding. Regions are made up of the following Counties:

**Eastern Region:** Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Barnstable, Dukes and Nantucket Counties.

**Western Region:** Berkshire, Franklin, Hampshire, Hampden and Worcester Counties.

Additional points may be awarded for vendors that can provide maintenance services in the eastern and the western region.

**8.1** A Bidder **must** submit five favorable references from current customers of the last two years with at least 100 PCs in their organization. The Bidder's references **must** reinforce the Bidder's ability to meet or exceed the conditions of this procurement.

In order to meet this requirement, Bidders **must** use the form provided in Attachment G, and submit the company name, telephone number, and the name of the contact person. The references **must** come from a person who is in charge of the management of PC / Printer operations. References will be contacted between 9:00 AM and 5:00 PM, (EST).

**8.2** Bidders **must** identify the number of years and type of experience providing maintenance support for equipment to government and educational entities (including public pre-kindergarten - 12 entities). Bidder **must** of been in business providing PC and peripheral maintenance and repair services for a minimum of three years. Additional points may be awarded based on years and type of experience.

**8.3** Bidders **must** provide both a Service Contract Maintenance Plan and a Time and Materials Maintenance Plan. The minimum acceptable response times for these plans are as follows:

**Contract Maintenance:** Response time **must** be within two hours to return a service call for equipment under contract maintenance. After the service call is returned, the Contractor has four hours to send a trained technician on site, if the Department requires, unless otherwise agreed upon, in writing, by the Department and Contractor.

Business hours are defined as 8:00 AM to 6:00 PM Monday through Friday, (holidays excluded).

**Agencies will provide Contractors with an inventory and serial numbers for equipment maintained under a contract.**

**Time and Materials: Response** time **must** be within two hours to return a service call for equipment under Time and Materials Maintenance. After that service call is returned, the equipment **must** be serviced by the next business day. Business hours are defined as 8:00 AM to 6:00 PM Monday through Friday, (except holidays).

A Bidder and the particular agency may agree upon response times other than those required by this RFR. For purposes of evaluation, Bidders **must** provide cost information, in Cost Table 3.2 in Cost Section C, for the minimum acceptable response times as outlined in this RFR.

**8.4** Bidders **must** provide a 1 year parts and 90 day labor warranty on all maintenance performed under this Statewide Contract.

- 8.5 Bidders **must** provide equivalent loaner equipment for any equipment, maintained under a Contract Maintenance Plan that can't be repaired at the agency site. The loaner equipment **must** be delivered by the next business day. Loaner equipment will be installed and configured by the Bidder upon delivery.
- The loaner shall remain in place until the equipment has been repaired, installed and is functioning.
- 8.6 All maintenance **must** be performed by trained technicians, using OEM approved manufacturer replacement parts and components during the warranty period, (e.g., Compaq approved replacement parts and components **must** be used in Compaq equipment). All installation disks and supporting documents/manuals that come with replacement parts are to remain with the agency. Technicians will be on time for scheduled maintenance/repair activities and have the necessary parts and equipment to make the needed repairs.
- 8.7 Bidders **must** agree that, after any repair or service work is performed, they will leave the premises as they found it. It is the Bidders responsibility to ensure that any used parts or equipment, or debris **must** be removed and disposed of properly. Any office items that are moved or taken apart in the office area **must** be returned and re-assembled.
- 8.8 Bidders **must** conduct an annual presentation for the IT Hardware PMT for the purpose of strengthening customer relations, problem resolution/escalation and contract performance review and other meetings upon request.
- 8.9 Bidders **must** provide a current company profile, including a description of size, locations, and a listing of technicians and certifications.
- 8.10 Bidders may sell components and parts only to the extent needed to provide repair and upgrade to the PC and systems they service.
- 8.11 Bidders **must** complete the entire corresponding Cost Table, Attachment B. The tables **must** be signed and dated by an authorized signatory of the organization.

**SECTION 9 INSTRUCTIONS FOR SUBMISSION OF BIDDER'S RESPONSE**

**9.1 Bidder's Response Instructions.** A Bidder's response to this RFR should include items in the order described below. Each Bidder should read carefully the requirements for the category or categories for which they are submitting their bid. **Once the Qualifying Category (is) is determined, the Bidder must follow the instructions below for the corresponding Qualifying Category.** All Responses must be fully completed in order to be considered for a Qualifying Contract award under this RFR. Responses that are not complete may not be considered. Each category of a multi-category bid will be evaluated separately. Example: A Reseller is bidding on the Reseller category and the Network Integration Category. Each Category will be evaluated and awarded separately. However, only one bid proposal should be submitted.

- Responses should be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's commitment to satisfy the requirements of this RFR. Fancy bindings, colorful displays, and promotional material are discouraged.
- Copies should be printed or copied double sided, using recycled paper (preferably minimum post-consumer content of 20% or on tree-free paper i.e. paper made from raw materials other than trees, such as kenaf); recycled materials are encouraged for Response materials;
- Responses should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, metal clips and staples are acceptable. Responses should be submitted in a format that allows for easy removal and recycling of paper materials.

**Response Submittal.** One (1) original and six (6) hard paper copies of the attached Bidder's Response must be received by mail or delivered in a sealed envelope no later than the Response Due Date detailed on the Procurement Calendar (see Section 1, Part 1.7) at the address below. No electronic or faxed responses will be accepted.

Operational Services Division  
Attention: ITC05 IT PCs, Peripherals and Services Statewide Contract  
Gerry Ostrer  
One Ashburton Place, Room 1017  
Boston, MA 02108-1552

Bidders may not contact any other employee or agent of the Commonwealth concerning the subject matter of this RFR or related matters or that Bidder's Response shall be subject to disqualification. Any questions or inquiries must be submitted in writing to the Authorized Person named in Section 1, Part 1.6.

**9.2 Check-off Summary** - The following check-off summary provides the **required** content and sequential order in which the Bidder's RFR Response package must be presented to the IT Hardware PMT. The Attachments referenced below are found at Comm-PASS @ [www.comm-pass.com](http://www.comm-pass.com).

- Standard Contract Form** - By executing this document, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response **may** be subject to negotiation by the IT Hardware 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 Contract upon execution of this document by the Purchasing Agent.
- Bidder's Letter of Transmittal** – Cover letter with the Response to this RFR, signed by the individual on Contractor's Authorized Signature Verification Form issued with this RFR.
- Attachment A – IT PCs Peripherals and Services RFR Submission Matrix**

**Bidder's RFR Response**

The Bidder **must** clearly state that the Bidder understands the RFR mandatory requirements, and will comply with them, and that the Bidder accepts all RFR terms and conditions.

- ◆ The Bidder is also **requested** to clearly state in its RFR Response which elements of its proposal are responsive to **desirable** proposed goods and services.
- ◆ If an alternative is proposed, the Bidder is **requested** to identify the original RFR specification and alternative proposal. The Bidder is **requested** to identify how the alternative specification offered by the Bidder is **equivalent to or better than the original RFR specification**.

**Attachment B – RFR Pricing Specifications**

- ◆ **B-1 IT Cost and Pricing Table**
- ◆ **B-2 Labor Rates**

**Attachment C – Reserved**

**Attachment D – Year 2000 Warranty Certification Form**

**Attachment E – Checklist Summary**

- ◆ **Standard Commonwealth Terms and Conditions** - The Bidder **must complete and sign this contract**. The document **must** be unconditionally signed, and submitted without alteration. If the provisions in this attachment are not accepted in their entirety without modification, the entire proposal offered in response to this solicitation **may** be deemed non-responsive.
- ◆ **Standard Contract Form** – See Above.
- ◆ **Massachusetts Substitute W-9 Form - (If a Bidder has already submitted a W-9 form and has received a valid Massachusetts Vendor Number, the W-9 form is not required)**. If necessary, the Bidder **must complete, sign, and submit the W-9 form**. This form is **required** by the Office of the Comptroller for Taxation Reporting Information and is used to assign or confirm a Massachusetts Vendor Number. A Contract cannot be executed without a valid Massachusetts Vendor Number on file with the Commonwealth. Business enterprises **must** complete Employer Identification Number only. Individuals who report income through their Social Security Number **must** complete Social Security Number only. The information on this form will be used to record your place of business and where payments under a state contract will be sent.
- ◆ **Contractor Authorized Signature Verification Form**
- ◆ **Affirmative Action Plan Form** – The Commonwealth requires that Bidders responding to this RFR include an Affirmative Action Plan for non-discrimination in hiring and employment with their response.
- ◆ **Northern Ireland Notice and Certification** – This form discloses the nature and extent of Bidders' business activities in Northern Ireland. This form **must** be submitted with all Bidders' responses.
- ◆ **Certificate of Tax Compliance** - Bidder **must** certify compliance with all Federal and Commonwealth tax laws, including M.G.L. Chapter 62C Paragraphs 49A. The Bidder **may** do this as a certification statement. Bidders that are based in Massachusetts or derive an income

in Massachusetts are encouraged to apply for a Certificate of Tax Standing. Bidders should submit an application and fee to:

The Certificate Unit  
Massachusetts Department of Revenue  
P.O. Box 7066  
Boston, MA 02114  
(617) 887-6555

◆ **Commonwealth Of Massachusetts Affirmative Market Program Response**

◆ **Authorization for Electronic Funds Payment (Optional)** - It is recommended that all Qualified Contractors receive payments through Electronic Funds Transfer (EFT), which is a direct deposit through a wire transfer directly to the Contractor's bank account. Bidders seeking payment through EFT **must** complete this attachment and attach all required documentation

☐ **Attachment F – Dun & Bradstreet Reports (OEMs and Reseller Bidders only)**

The Bidder using the sample application form (Attachment G) **must** submit this Request for Information directly to D&B. The resulting reports must be sent directly to the contact (see Attachment G) at the Commonwealth and arrive by the Response due date of this RFR. If Bidders do not subscribe to D&B or subscribe to other financial reporting service, please make that information known in Bidders proposal and submit the information by the response due date.

☐ **Attachment G - Business Reference Form**

**9.3 CANCELLATION OF THIS PROCUREMENT** Commonwealth may cancel this RFR or any RFR category at any time. (Reference 801 CMR 21.06 (7) Procurement Cancellation)

**9.4 CONTRACT AWARD** The PMT **shall** evaluate all Bidders' Responses meeting the requirements of the RFR, and make award(s) to the Bidder(s) whose RFR Response(s) provide(s) the best value to the Commonwealth. The IT Hardware PMT reserves the right to secure identical services from other Bidders.

**9.5 NO GUARANTEE TO PURCHASE** The Commonwealth makes no guarantee that any purchases will take place from any contract resulting from this RFR.

**9.6 EVALUATION OF RFR RESPONSES AND AWARD**

**9.6.1 Review of Bidder RFR Responses** - RFR Responses that are submitted during the RFR Response periods as outlined in the Procurement Calendar and are responsive to all the requirements of the RFR will be evaluated against the PMT Evaluation Criteria.

**9.6.2 Exceptions and/or Conditions** – In the event that the IT Hardware PMT interprets that a Bidder's RFR Response includes material "exceptions" and/or "conditions" outside of the terms and conditions of the RFR, the Bidder's RFR Response evaluation **may** be delayed until all other Bidders' RFR Responses have been evaluated. The IT Hardware PMT, by delaying the evaluation of the Bidder's RFR Response, does not obligate the Commonwealth to further consideration of the response. The IT Hardware PMT may reject the Response without further comment.

**9.6.3 Evaluation Criteria** -- The IT Hardware PMT will consider the following in evaluating RFR responses:

- IT Category RFR Requirements;
- Technical Qualifications
- Business Considerations;
- Dun & Bradstreet Report

- Costs-Equipment and Labor;
- Value-added Services and Features;
- Massachusetts Affirmative Market Program; and
- SOMWBA Certified Business (Massachusetts Only).

**9.6.4 Interviews** – The IT Hardware PMT may invite Bidders to interview with the IT Hardware PMT. The interview will include, but is not limited to, a presentation from the Bidder, discussion on the Bidder's RFR Response, IT Services past work experience, and questions and answers.

**9.6.5 Selection** - The Commonwealth intends to qualify multiple Bidders in each RFR category. The IT Hardware PMT intends to make multiple awards to the most responsive Bidder(s) that meet the minimum requirements of this RFR that will serve the best interests of the Commonwealth.

**9.6.6 Award** - The Commonwealth will award multiple contracts to the Bidders whose RFR Response(s) best meets the requirements for technical need, price, value, and is in the best interests of the Commonwealth.

**9.6.7 PROPOSAL ACCEPTANCE PERIOD** The Bidder's proposal **must** remain in effect for at least 90 calendar days from the deadline for submission of the proposal.