

**COMMONWEALTH OF MASSACHUSETTS
Executive Office of Energy
& Environmental Affairs**

Request for Response (RFR)

**Independent Medical Examination (IME), Fitness-for-Duty, and Medical Cost Containment Services for
Massachusetts Environmental Police Officers**



**COMMBUYS BID #
BD-27-1042-ENV-ENV01-133439**

Date Issued: 9/15/2026

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1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

The Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs (EOEEA), is seeking qualified bidders to provide Independent Medical Examination (IME) and Medical Cost Containment Services (Managed Care Services for Injured Workers).

These services will primarily support Massachusetts Environmental Police Officers who sustain work-related injuries and are eligible for Injury on Duty (IOD) benefits pursuant to M.G.L. c. 21A, §10J. Services may also include medical evaluations for employees who are not work-injured, including fitness-for-duty examinations and other employment-related medical assessments, as requested by EOEEA.

EOEEA administers Injury on Duty (IOD) benefits under M.G.L. c. 21A, §10J through its Human Resources Department, including both wage replacement and medical benefits. The selected Contractor will provide medical management services that support EOEEA's administration of these benefits by facilitating timely, objective, and high-quality medical evaluations and related managed care services.

The Contractor shall provide comprehensive IME and medical cost containment services designed to ensure broad, timely, and equitable access to qualified medical professionals throughout the Commonwealth. Services shall include, but are not limited to:

- Coordinating and scheduling Independent Medical Examinations (IMEs) in a timely manner, including accommodations for urgent requests and examinations at multiple geographic locations.
- Maintaining a statewide network of board-certified and appropriately credentialed physicians representing a broad range of medical specialties, including, but not limited to, orthopedic surgery, neurology, psychiatry, occupational medicine, and other specialties as required.
- Providing access to both in-person and, where clinically appropriate, telehealth-based examinations.
- Matching each referral with a physician possessing the appropriate specialty expertise based on the medical and occupational issues presented.
- Maintaining sufficient provider network capacity to minimize scheduling delays and ensure equitable access for employees throughout the Commonwealth.
- Providing medical cost containment and managed care services that support the effective administration of work-related injury claims, including utilization review, medical bill review, case management, peer review, and other related services, as requested by EOEEA.

The Contractor shall ensure that all services are delivered in accordance with applicable federal and Massachusetts laws, regulations, professional standards, and confidentiality requirements while maintaining impartiality, clinical objectivity, and timely communication with EOEEA.

1.2 Background information

The Executive Office of Energy and Environmental Affairs (EOEEA) currently contracts with vendors to provide Independent Medical Examination (IME) services and related managed care services in support of its Injury on Duty (IOD) program for Massachusetts Environmental Police Officers. The current contracts are scheduled to expire on June 30, 2027.

This Request for Responses (RFR) is being issued to establish new contract(s) to ensure the continued provision of timely, objective, and high-quality IME, fitness-for-duty, and medical cost containment services in support of EOEEA's administration of Injury on Duty benefits under M.G.L. c. 21A, §10J.

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1.3 Applicable Procurement Law

This Bid is issued under the following law(s):

- MGL c. 7, § 22; c. 30, § 51, § 52; and 801 CMR 21.00 (Goods and Services)

1.4 Number of awards

The target maximum number of Contractors is 1. This is a target number; the Strategic Sourcing Services Team (SSST) may award more or fewer Contracts if it is in the best interests of the Commonwealth to do so.

1.5 Adding Contractors after initial Contract award

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

1.6 Eligible Entities

Limited User Contract – Restricted to Use by Defined Entities Only. Any contract resulting from this Bid will be open for use by the Issuing Entity as well as the following other entities: The Executive Office of Energy and Environmental Affairs and all agencies and offices within the EOEEA Secretariat..

1.7 Acquisition Methods

The acquisition method(s) to acquire goods and/or services from this Bid is Fee for Service.

1.8 Performance and Payment Timeframes Which Continue Beyond Duration of the Contract.

All term leases, rentals, maintenance, or other agreements for services entered into during the duration of this contract and whose performance and payment timeframes extend beyond the duration of this contract shall remain in effect for performance and payment purposes no longer than 3 months after final contract end date. No new leases, rentals, maintenance, or other agreements for services may be executed after the contract has expired. Any contract termination or suspension pursuant to this section shall not automatically terminate any leases, rentals, maintenance, or other agreements for services already in place unless the department also terminates said leases, rentals, maintenance, or other agreements for service, which were executed pursuant to the main contract.

1.9 Contract Duration

The expected duration of this contract is as follows:

Contract Duration	Number of Options	Number of Years/Months	Instructions
Initial Duration		1 year	12 months
Renewal Options		2 years	Two (2) renewal options up to one (1) year each
Total Maximum Contract Duration		3 years	36 months

No goods may be ordered and no new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired.

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1.10 Estimated Value of the Contract

Contracts will not have a maximum obligation amount. This is fee for service contract and rates will be negotiated prior to contract execution and based on scope of services outlined in this RFR. Compensation will be based on use of contractor services. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the convenience of Bidders and are not to be relied upon as any indication of future purchase levels.

2 ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Bid Release Date	9/15/2026
Deadline for Submission of Questions through COMMBUYS "Bid Q&A"	9/23/2026 at 5:00 pm
Official Answers for Bid Q&A published (Estimated)	9/30/2026
Deadline for Quotes/Bid Responses ("Bid Opening Date/Time" in COMMBUYS)	10/06/2026 12:00 PM EST
Notification of Apparent Successful Bidder(s) (Estimated)	10/09/2026
Estimated Contract Start Date	10/16/2026

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

2.1 Written questions via the Bid Q&A on COMMBUYS

The "Bid Q&A" provides the opportunity for Bidders to ask written questions and receive written answers from the SSST regarding this Bid. Bidders' questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions) and prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder's responsibility to verify receipt of questions.

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

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

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

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network, or internet service provider (ISP), cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means, including email or spam filtering.

2.2 Locating Bid Q&A

Log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The "Bid Q&A" button allows Bidders access to the Bid Q&A page.

2.3 Amendment Deadline

The SSST reserves the right to make amendments to the Bid after initial publication. It is each Bidder's responsibility to check COMMBUYS for amendments, addenda, or modifications to this Bid, and any Bid Q&A records related to this Bid. The SSST and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

2.4 Oral Presentations/Product Demonstrations

Selected Bidders who are asked to participate in Oral Presentations / Product Demonstrations will be expected to prioritize this in their schedules. The SSST will make every effort to find a mutually convenient time for the Bidder and the SSST. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points, or other action that the SSST deems appropriate.

3 SPECIFICATIONS

3.1 Bidder Qualifications

3.1.1 Company experience

Bidder should have at least 5 years' experience in the business of providing and delivering IME services.

3.1.2 References and reference information and/or requirements

Bidder must provide names and contact information for 3 customers, preferably performing and delivering services in MA Bidder shall provide names and details of state government customers if applicable

3.1.3 Employee requirements

Bidder must ensure all employees engaged in the coordination of IME services are sufficiently trained in quality analysis and review (including grammatical editing), to ensure a thorough, high quality IME report, typically without need for addendums or revisions.

- QA staff must ensure all questions posed by EOEEA and their legal counsel are addressed and answered within the report before it is signed by IME physician and submitted to EOEEA.
- QA staff must ensure that medical records submitted in advance of the IME are commented upon and summarized within the report.

3.2 Commodity specifications

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3.2.1 Sample products for evaluation

Bidder must submit at least 2 sample IME reports with bid, which reflect the standard and typical IME report which would be submitted to EOEEA as their final work product

3.3 Scope of Service

The Contractor shall provide comprehensive Independent Medical Examination (IME), Fitness-for-Duty, and other employment-related medical evaluation services, as well as managed care and medical cost containment services, for the Executive Office of Energy and Environmental Affairs (EOEEA) and its agencies, including the Massachusetts Environmental Police.

Independent Medical Examinations (IMEs), Fitness-for-Duty Examinations, and Employment-Related Medical Evaluations

The Contractor shall provide objective, timely, and independent medical evaluations for EOEEA employees and employees of agencies within the EOEEA Secretariat, including Massachusetts Environmental Police Officers. Services shall include, but are not limited to:

- Independent Medical Examinations (IMEs) for employees with work-related injuries, including those receiving Injury on Duty (IOD) benefits under M.G.L. c. 21A, §10J.
- Fitness-for-duty examinations to determine an employee's ability to safely perform the essential functions of their position.
- Other employment-related medical evaluations requested by EOEEA, including return-to-work evaluations, medical clearance examinations, and other assessments necessary to support employment decisions.
- Coordination and scheduling of examinations with qualified physicians possessing the appropriate specialty expertise.
- Preparation of timely, comprehensive, and objective medical reports that address the specific referral questions provided by EOEEA.

3.4 Medical Cost Containment and Managed Care Services

The Contractor shall provide comprehensive medical cost containment and managed care services to support EOEEA's administration of Injury on Duty (IOD) benefits and other employment-related medical services. At a minimum, the Contractor shall provide the following services.

3.4.1 Medical Bill Review and PPO Repricing

The Contractor shall provide medical bill review and PPO repricing services, including:

- Medical bill review and processing.
- Issuance of Explanation of Review (EOR).
- Application of the Massachusetts Workers' Compensation Medical Fee Schedule or Usual, Customary, and Reasonable (UCR) reimbursement methodology, as applicable.
- Clinical code review and medical necessity review.
- Identification and prevention of duplicate billing.
- Processing provider reconsideration requests and appeals.
- Distribution of EORs.
- Payment disbursement and controlled banking services.

3.4.2 Technology and Electronic Data Exchange

The Contractor shall provide:

- Secure web portal access for authorized EOEEA staff.
- User training and technical support.
- System implementation and configuration.
- Electronic Data Interchange (EDI) capabilities for claims, payment, and EOR files.
- Secure File Transfer Protocol (SFTP) services for secure exchange of electronic records.

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3.4.3 Nurse Case Management and Vocational Rehabilitation

The Contractor shall provide:

- Early intervention and injury triage.
- *Telephonic nurse case management for initial 30 days, with renewal period subject to claim adjuster approval.*
- Continued case management upon EOEEA approval.
- Vocational rehabilitation consultation when medically appropriate.
- Secure online case management access for authorized EOEEA personnel.

3.4.4 Utilization Review

The Contractor shall provide prospective, concurrent, and retrospective utilization review services, including:

- First-level review by qualified utilization review nurses.
- Second-level physician review.
- Retrospective medical record reviews.
- Written determinations with supporting clinical rationale.
- Compliance with all applicable Massachusetts utilization review regulations.

3.4.5 Drug Utilization Review

The Contractor shall provide Drug Utilization Review (DUR) services to:

- Evaluate medication appropriateness.
- Identify therapeutic duplication and drug interactions.
- Review long-term pain management and high-risk medications.
- Provide written clinical recommendations.

3.4.6 Independent Medical Examination (IME) Scheduling

The Contractor shall coordinate Independent Medical Examinations for Injury on Duty cases, fitness-for-duty examinations, and other employment-related medical evaluations. Responsibilities shall include:

- Scheduling examinations.
- Identifying qualified specialists.
- Coordinating appointment logistics.
- Ensuring examiner independence.
- Delivering completed IME reports.
- Coordinating report addenda when requested.

3.4.7 Diagnostic Testing Coordination

When requested, the Contractor shall coordinate diagnostic testing, including but not limited to:

- MRI
- CT Scan
- X-ray
- Ultrasound
- EMG
- Nerve Conduction Studies (NCS)

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3.4.8 Data Security and Confidentiality

The Contractor shall comply with all applicable Commonwealth information security requirements and state and federal laws governing Protected Health Information (PHI) and Personally Identifiable Information (PII).

3.4.9 Reporting Requirements

The Contractor shall provide, at a minimum:

- Monthly cost savings reports.
- Medical bill review reports.
- Utilization review activity reports.
- Nurse case management reports.
- IME scheduling performance reports.
- Annual program analytics and performance summaries.

3.4.10 Performance Standards

The Contractor shall maintain performance standards that include timely service delivery, accurate application of medical fee schedules, regulatory compliance, responsive customer service, and timely reporting.

3.4.11 Implementation and Training

The Contractor shall provide implementation services, systems integration assistance, user training, and ongoing technical support at no additional cost to EOEEA.

3.4.12 Pricing Schedule

The Bidder shall submit an itemized pricing schedule for each required service, including medical bill review, PPO repricing, nurse case management, utilization review, drug utilization review, IME scheduling, diagnostic testing coordination, vocational rehabilitation consultation, and any optional value-added services.

3.5 Service Level Agreements (SLAs)

The Contractor shall meet the service levels established by EOEEA throughout the term of the Contract. At a minimum, the Contractor shall:

- Provide qualified staff during normal Commonwealth business hours (Monday through Friday, excluding Commonwealth holidays), with procedures in place to respond to urgent or time-sensitive requests.
- Meet mutually agreed-upon response and turnaround times for all required services, including IME scheduling, medical bill review, utilization review, nurse case management, and report delivery.
- Maintain sufficient staffing and operational capacity to ensure continuity of services and minimize delays.
- Comply with all contract performance standards, billing requirements, reporting obligations, and quality assurance measures established by EOEEA.
- Cooperate with EOEEA in monitoring performance and promptly implement corrective action plans if service levels are not achieved.
- Participate in periodic performance review meetings, upon request, to evaluate service delivery, discuss operational issues, and identify opportunities for continuous improvement.

3.5.1 Performance Standards

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The Contractor shall maintain the highest standards of professional, ethical, and clinical performance throughout the term of the Contract. Failure to comply with these requirements may result in corrective action, suspension of referrals, or termination of the Contract.

Provider Qualifications

The Contractor shall:

- Ensure all physicians performing Independent Medical Examinations (IMEs) are actively engaged in private clinical practice and possess appropriate expertise in the medical specialty for which they are performing evaluations.
- Ensure each physician holds a current, unrestricted professional license in the jurisdiction where the examination is performed and remains in good standing throughout the Contract term.
- Maintain a network of qualified physicians located both within and, when necessary, outside the Commonwealth of Massachusetts to ensure timely access to specialty evaluations.
- Maintain an accurate and current provider directory by promptly adding newly contracted physicians and removing providers who are no longer available or eligible to perform IMEs.
- Ensure physicians remain available to respond to requests for report revisions, clarifications, or addenda as required by EOEEA.

3.5.1.1 Service Requirements

The Contractor shall provide comprehensive Independent Medical Examination (IME), fitness-for-duty, and other employment-related medical evaluation services in accordance with the requirements of this RFQ. At a minimum, the Contractor shall comply with the following service requirements:

A. Referral Management and Scheduling

The Contractor shall:

- Accept and acknowledge receipt of IME referrals electronically and transmit all completed IME reports electronically to the EOEEA IME Coordinator.
- Schedule examinations promptly upon receipt of a referral and notify EOEEA immediately of any scheduling issues or anticipated delays.
- Provide written confirmation of each scheduled examination to the employee, the employee's legal representative (if applicable), and EOEEA, including the examination date, time, location, and any preparation instructions.
- Confirm scheduled appointments with the employee and/or the employee's legal representative by telephone no less than twenty-four (24) to forty-eight (48) hours prior to the appointment.
- Refer all requests to cancel or reschedule an examination to EOEEA for approval. The Contractor shall not independently reschedule or cancel appointments without prior authorization from EOEEA.

B. Missed Appointments and Delays

The Contractor shall:

- Notify EOEEA on the same business day, or no later than the next business day, if an employee fails to appear for a scheduled examination.
- Promptly notify the EOEEA Claims Adjuster and IME Coordinator of any circumstances that may delay the examination or completion of the report.

C. Examination Requirements

The Contractor shall ensure that:

- All examinations are conducted in facilities that comply with the Americans with Disabilities Act (ADA).
- The examining physician establishes and documents the identity of the employee prior to the examination using a valid government-issued or employer-issued photo identification. A copy of the identification shall accompany the examination report and invoice, when permitted by applicable law and EOEEA requirements.
- Examining physicians perform any required medical record reviews and address all referral questions and supporting documentation provided by EOEEA.

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- Physicians obtain any additional medical records or diagnostic information necessary to complete the evaluation by coordinating with EOEEA before issuing a final report.

D. Physician Independence and Professional Conduct

The Contractor shall ensure that examining physicians:

- Are independent and impartial and have not previously treated the employee for the medical condition under review or have any conflict of interest that could impair their objectivity.
- Do not discuss examination findings, opinions, or treatment recommendations with the employee during the examination.
- Do not communicate directly with the employee's treating healthcare providers unless specifically authorized by EOEEA.

E. Surveillance and Investigative Materials

When EOEEA provides investigative or surveillance video for review, the Contractor shall ensure that the examining physician:

- Reviews all materials provided by EOEEA before completing the examination report.
- Addresses whether the surveillance is consistent with the employee's presentation during the examination and whether it changes any medical opinions or conclusions.
- Does not disclose or discuss the existence of surveillance materials with the employee during the examination.

If a physician declines to review surveillance materials, the Contractor shall notify EOEEA before the examination is scheduled.

F. Reports and Deliverables

The Contractor shall:

- Submit a comprehensive IME report electronically within ten (10) business days following the examination, or by any earlier deadline established by EOEEA.
- Ensure that all reports fully address the referral questions and comply with the report requirements set forth in this RFQ.
- Review all reports for completeness, accuracy, grammar, spelling, and punctuation before submission.
- Submit requested report revisions, clarifications, or addenda at no additional cost within five (5) to seven (7) business days of EOEEA's request.

G. Court Testimony

Upon request by EOEEA, the Office of the Attorney General, or authorized legal counsel representing the Commonwealth, the Contractor shall ensure that the examining physician is available to provide deposition testimony, court testimony, or other legal proceedings related to the examination and resulting medical opinions.

3.5.1.2 Billing Requirements

- M.G.L. c. 29, s 29A, provides that in no event shall a vendor be paid for services rendered prior to the date of service. Vendors must submit an invoice for each IME and may not batch bill.
- Rates must be consistent with the rates for IMEs set out in the fee schedule agreed to by EOEEA and the vendor. In cases of individual consideration, a rate may be negotiated. All rates must be negotiated prior to the IME. Rates in excess of the agreed upon rates in the contract, or not pre-negotiated, will not be negotiated after the IME has been completed.
- The IME rate is an all-inclusive rate.
- One copy of the IME invoice must be attached to the report that is sent to EOEEA. Each invoice should contain the injured worker's name, file number, name of employing agency, date of exam, IME fee and the vendor's federal tax identification number.

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- An IME that is not returned within the 10 business day timeline may be subject to a 20% reduction to the fee
- The issues noted in the Mandatory IME Reporting Requirements in this RFR or the EOEEA IME cover letter must be addressed in the IME report. Failure to comply with any service directives could result in non-payment of services.
- Reports that are re-written due to quality issues will be completed at no additional cost.

3.5.2 Geographic service and delivery areas

Vendor must offer, and have available, a reasonable number of IME physicians of various medical specialties, located throughout the Commonwealth of MA and surrounding states.

3.5.3 Statement of Work (SOW) requirements

Through the Statement of Work, vendor responsibilities during the ordering, conducting and reporting back on IMEs to EOEEA will be developed.

3.5.4 Requirements at Contract or engagement termination

Upon expiration of contract, all outstanding IME reports will be submitted to EOEEA in a timely manner as required under the vendor contract. Any addendums or additions to IME reports will continue to be handled as outlined in the vendor contract until the IME is considered completed by EOEEA.

3.6 Small Business Purchasing Program

3.6.1 Program Background

The Massachusetts Small Business Purchasing Program (SBPP) was established pursuant to [Executive Order 523](#) to increase state contracting opportunities with small businesses having their principal place of business within the Commonwealth of Massachusetts. Pursuant to the SBPP, it is the intention of the issuing department to award this Small Procurement to one or more SBPP participating business(es) as described below.

3.6.2 SBPP Award Preference

While all businesses, no matter the size or principal place of business, may submit responses to this solicitation, should an SBPP participant respond and meet the best value criteria as described in this solicitation, the SBPP participant shall be awarded the contract. The Strategic Sourcing Services Team (SSST) will not evaluate submissions from non-SBPP participants unless no SBPP Bidder meets the SSST's best value evaluation criteria.

3.6.3 SBPP Participation Eligibility

To be eligible to participate in this procurement as an SBPP participant, an entity must meet the following criteria, and be marked as an SBPP registered business in [COMMBUYS](#):

1. Have its principal place of business in the Commonwealth of Massachusetts;
2. Been in business for at least one year;
3. Employ a combined total of 50 or fewer full-time equivalent employees in all locations, or employees work less than a combined total of 26,000 hours per quarter; and
4. Have gross revenues, as reported on appropriate tax forms, of \$15 million or less, based on a three-year average.

Non-profit firms also must be registered as a non-profit or charitable organization with the MA Attorney General's Office and be up to date with all filings required by that office and be tax exempt under Section 501(c) of the Internal Revenue Code.

3.6.4 SBPP Compliance Requirements

It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the SBPP webpage, <http://www.mass.gov/sbpp>.

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3.6.5 Program Resources and Assistance

Bidders and Contractors seeking assistance regarding SBPP may visit the [SBPP webpage](#) or contact the SBPP Help Desk at sbpp@mass.gov.

3.6.6 Executive Order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies must comply with [Executive Order 515](#), issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order may be seen at <https://www.mass.gov/executive-orders/no-515-establishing-an-environmental-purchasing-policy>.

3.6.7 Environmental plan

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

- Implementing energy efficiency initiatives at the corporate level in line with [Executive Order 484](#), such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies.
- Encouraging environmental initiatives at the corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone-depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.
- Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as, but not limited to, LEED, ISO 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice, and others.
- Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
- Working with the SSST to develop and distribute information and/or materials to Commonwealth customers about the Awarded Bidder's/Contractor's environmental practices and initiatives throughout the term of the Contract.
- Developing a plan to implement the recycling of materials used or produced in normal business operations.
- The SSST may award points to Bidders who provide evidence that measures and initiatives such as these are in place within their operations, and/or for written proposals submitted with their Quote detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices form on COMMBUYS).

3.7 Compensation Structure/Pricing

Vendors must submit their best possible pricing for IME services. EOEEA recognizes that IMEs will differ according to medical specialty, level of complexity, number of medical records and other

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information to review, and availability of physicians; however, recognizing most IMEs are routine, straight forward and should be priced as such.

Vendors shall complete the following price grid for each specialty, taking into account the appropriate tier level of physicians and the number of medical records to be reviewed. Contracts shall take into account the following services:

- Standard IME
- Complex IMEs
- No Show fees
- Late cancellation fees
- Interpreter services
- Medical record review
- Addendums with new information or medical reports provided after original IME
- Transportation services
- Physician deposition and attendance at DIA proceedings

Fees for complex IMEs, including out of state exams, will be pre-negotiated on a case-by-case basis. No negotiations will be done following the IME. There will be no payment for an addendum or request for clarification if the request was presented at the time of scheduling the IME.

All bidders must provide the following proposed rates by specialty.

Orthopedic Surgeon	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate			
	Physician Hearing Testimony or Deposition hourly rate			

Orthopedic Hand Surgeon	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate			
	Physician Hearing Testimony or Deposition hourly rate			

Neurologist	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			

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	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate			
	Physician Hearing Testimony or Deposition hourly rate			

Neurosurgeon	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate			
	Physician Hearing Testimony or Deposition hourly rate			

Psychiatrist	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate			
	Physician Hearing Testimony or Deposition hourly rate			

Psychologist	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate			
	Physician Hearing Testimony or Deposition hourly rate			

Ophthalmology	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate			
	Physician Hearing Testimony or Deposition hourly rate			

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Pain Management	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate			
	Physician Hearing Testimony or Deposition hourly rate			

Occupational Medicine	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate	\$125	\$125	\$125
	Physician Hearing Testimony or Deposition hourly rate			

Physical Medicine	Type	Tiers		
		1	2	3
	Less Than 250 Pages			
	251-500 Pages			
	500+ Pages			
	Addendums			
	No Shows by the injured worker			
	Cancellation by EOEEA within 48 hours	NO FEE	NO FEE	NO FEE
	Interpreter Services hourly rate	\$125	\$125	\$125
	Physician Hearing Testimony or Deposition hourly rate			

Any other specialties will be subject to individual consideration between vendor and EOEEA. Vendors are welcome to submit alternative pricing structures for review and consideration as part of this bid; however, vendors are required to submit the aforementioned pricing grid that is included in this RFR.

4 OTHER TERMS

4.1 Reporting

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Contractors are responsible for compliance with all contract reporting requirements including, but not limited to, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

4.2 Security and confidentiality

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

4.3 Failure to perform contractual obligations

As outlined in the Standard Contract Form, Terms and Conditions, and RFR may result in the following:

- Removal from approved list of IME vendors

5 Audit

During the term of this Agreement and for a period of six years thereafter EOEEA, its auditors, the Operational Services Division, the Office of the Inspector General, or other authorized representatives

shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that the Contractor has materially overcharged EOEEA, then the Contractor shall remit the overcharged amount and be responsible for payment of any costs associated with the audit.

6 Evaluation Criteria

The Evaluation Committee will evaluate each Quote based on the criteria identified in this RFR. The evaluation will consider the Vendor's demonstrated ability to provide high-quality Independent Medical Examination (IME), fitness-for-duty, employment-related medical evaluation, and medical cost containment services in accordance with the requirements of this RFR.

Evaluation Criteria	Weight
Technical Approach and Understanding of the Scope of Services	40%
Qualifications, Experience, and Network Capacity of the Firm and Proposed Physicians, including years of experience providing services to the Commonwealth of Massachusetts or other state agencies	30%
Cost Proposal	20%
Past Performance and References	10%

In evaluating Quotes, the Evaluation Committee will consider, among other factors:

- The Vendor's understanding of EOEEA's requirements and the quality of the proposed approach to delivering IME, fitness-for-duty, and medical cost containment services.
- The qualifications, experience, and geographic availability of the Vendor's physician network and clinical staff.
- The Vendor's years of experience providing IME, managed care, medical bill review, utilization review, and related services to the Commonwealth of Massachusetts and/or other state or public-sector entities.

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- The Vendor's demonstrated ability to meet the required performance standards, turnaround times, reporting requirements, and data security requirements.
- The quality of the Vendor's past performance, including references from comparable governmental or public-sector clients.
- The reasonableness, completeness, and competitiveness of the proposed pricing.
- The Evaluation Committee reserves the right to request clarifications, conduct interviews or demonstrations, and verify any information provided in a Vendor's Quote as part of the evaluation process.

6.1 Mandatory requirements

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

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

6.2 Desirable specifications

Desirable specifications may be scored according to the Evaluation Criteria.

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

6.3 Alternatives

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

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

6.4 Evaluation Components

The following components will be some of the criteria considered by the SSST when evaluating each Quote.

6.4.1 Price

Please note that price will carry a significant weight in the evaluation process. The following price components will be evaluated:

The overall rate structure as outlined in the IME pricing grid see Compensation Structure/Pricing). This includes standard IME fees, higher tiered IMEs, IME addendums, IME no show fees, physician hourly fees for live testimony or deposition, optional IME services Vendor shall complete the enclosed breakdown of all IME fees as outlined in this RFR.

6.4.2 Company certifications and affiliations

The number and variety of affiliated physician specialties will be considered in the bid evaluation process. Physician lists submitted by bidder should include all IME physicians available to provide IME services. Physicians must be licensed in their state of practice. IME physicians should have

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sufficient knowledge and training in the conducting and writing of IME reports.

6.4.3 Company experience

Must have at least 5 years in the business of scheduling IMEs for insurers and employers. Additional years of service may receive additional points. Bidders must have experience with providing services to at least 3 different insurers/self-insurers. Bidders must demonstrate the ability to work with EOEEA to design and streamline an efficient workflow.

6.4.4 References and reference information and/or requirement

Bidders must provide references from 3 customers for whom you currently provide IME services.

6.4.5 Employee requirements

Quality analysis (QA) of reports is a priority of EOEEA. The bidder must outline their plan to ensure proper QA is done on all IMEs from request for service through to submission of IME report. Important components include:

- A summary of medical records, job descriptions and other documents submitted by EOEEA are included in the submission package to the physician, along with EOEEA's specific questions. Vendor must contact EOEEA should specific medical reports be missing that EOEEA has referenced in the referral. All medical records and referrals must be submitted to the IME physician with sufficient time for the physician to review in advance of the IME, to ensure records are considered and incorporated into the IME report.
- It is the responsibility of the bidder to ensure all questions posed by EOEEA to the IME physician are answered. In the event the IME physician has not answered any questions asked at the time of requesting the IME, the vendor must go back to the physician for the answer(s) to unanswered question(s).
- Bidder will not submit IME report and bill to EOEEA unless all questions have been addressed/answered within said report. Vendor will notify EOEEA of any delays in receipt of the IME report due to this issue.

6.4.6 Technical and Legal Compliance

Bidder must meet mandatory IT and privacy specifications related to personal and personal health data.

Information pertaining to EOEEA Information Technology (IT) Systems

The successful bidder must: be HIPAA Compliant (including by implementing all administrative, physical, and technical safeguards to appropriately protect the confidentiality, integrity, and availability of protected health information in whatever form it is maintained or used, and strictly limiting use and disclosure of protected health information for only those purposes approved by EEA) and provide onshore support and customer data must store within data centers in the United States. All personal data must be encrypted at rest and in transit with controlled access.

Bidder must provide a secure application programming interface (API) to transfer data and files between EOEEA and bidder's system in near real time. Bidder system must be flexible to integrate with EOEEA application and must provide data definition/structures/schemas for data exchange.

Bidder must follow the Commonwealth Enterprise Information Security Policies and Standards available at <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>.

6.4.7 Samples for evaluation

Sample IME reports (confidential details redacted) must be included in bid attachments, including reports for typical orthopedic evaluations, and psychological/psychiatric examinations. Quality of reports will be evaluated as part of the evaluation process.

6.4.8 Other desirable or optional specifications

The following services are considered desirable and may be awarded more points during the

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evaluation process.

- Translation services
- Transportation services
- Medical record reviews
- Fitness for duty evaluations

7 HOW TO SUBMIT A QUOTE

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

7.1 Quote Submission Method

Online Quote Submission via COMMBUYS is required.

All Bidders must submit Quotes online using tools available only to Sellers registered in COMMBUYS. COMMBUYS provides Seller registration functionality at no charge. To register, go to www.COMMBUYS.com and click on the "Register" link on the home or landing page. Bidders who are awarded a contract resulting from this Bid, if any, will be required to maintain an active COMMBUYS account for the duration of the Contract, by reviewing their registration information regularly and maintaining its accuracy.

7.2 COMMBUYS Quote Submission Training and Instructions

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

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

7.3 COMMBUYS Support

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

Website: Go to www.mass.gov/osd/commbuys to access COMMBUYS resources, including new bid postings, job aids, and training schedules for buyers, among others.

Email: Send inquiries to the OSD Help Desk at OSDHelpDesk@mass.gov

Telephone: Call the OSD Help Desk at 1-888-MA-STATE (1-888-627-8283). The Help Desk is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday Eastern Time, except on federal and state holidays.

Bidders are advised that COMMBUYS will be unavailable during regularly scheduled maintenance hours of which all users will be notified.

7.4 Bid Opening Date/Time

All Bids must be posted in COMMBUYS before the specified date, month, year, and time displayed as the Bid Opening Date/Time in the Header Information section of the Bid in COMMBUYS. Times are Eastern Time. All Bidders are advised to allow adequate time for Bid submission by considering potential online submission impediments such as Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via

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COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record. COMMBUYS will not accept Bids submitted after the Bid Opening Date/Time deadline.

7.5 Quote Contents

Bidders must comply with the requirements below.

7.5.1 RFR Submission Checklist

Strategic Sourcing Services Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. Therefore, Bidders must complete and submit the RFR Submission Checklist and all documents referenced in the Checklist.

7.5.2 Electronic Signatures

Quotes submitted via COMMBUYS must be signed electronically by the Bidder or the Bidder's Agent by accepting the terms and conditions of the bid on the "Terms & Conditions" tab of the Bid in COMMBUYS. By selecting "Save & Continue" on the "Terms and Conditions" tab after accepting the terms and conditions of the bid, the submitter attests that she/he/they is an agent of the Bidder with authority to sign on the Bidder's behalf, and that she/he/they has read and assented to each document's terms.

7.5.3 Acceptable Forms of Signature

Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways:

1. Traditional "wet signature" (ink on paper); 2. Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or Page
- 2 b. An uploaded picture of the signatory's hand drawn signature
3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

7.6 Limits and Restrictions

7.6.1 File Naming Conventions

Files submitted via COMMBUYS must follow the file naming convention specified below. The Description entered during the file upload process ensures each file is readily identified by Company Name and content. The File Name assigned by the Bidder as stored on their computer or network must be structured such that each file may be processed by the upload tool. The upload tool will reject file names that includes spaces or symbols, such as brackets [] that some systems apply when downloading files from the Internet.

RFR Section or Quote Component	Description Enter in COMMBUYS during upload	File Name Assign when creating files
Section 1 Organizational Chart	Company Name Org Chart	CompanyName_Org.doc
Section 2 Marketing Materials	Company Name Marketing Brochure Company Name Marketing Print Ad Company Name Marketing Postcard	CompanyName_MktBroch.doc CompanyName_MktPrint.doc CompanyName_MktPost.doc
Section 3 Pricing	Company Name Pricing	CompanyName_Price.xls
Section 3.8 SDP Plan	Company Name SDP Form 1	CompanyName_SDPform1.doc
Section 4 Implementation Plan	Company Name Implementation Plan	CompanyName_Imp.doc

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Section 5 Product Catalogs	Company Name Footwear Catalog Company Name Clothing Catalog Part 1 Company Name Clothing Catalog Part 2	CompanyName_FootCat.pdf CompanyName_ClothCat1.pdf CompanyName_ClothCat2.pdf
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7.6.2 File Size Limits

COMMBUYS will not accept files that approach or exceed 10 MB. If a large file fails to upload, the Bidder must save the contents as multiple files. Note the naming conventions used above and add _Part 1, _Part 2, etc. at the end of the file name. <OR, if file descriptions and names are specified on the Bidder Response Form Only:>If a large file fails to upload, bidders must break up the file and append _Part1, _Part2 to the end of the Description and File Name.

7.6.3 File Format Restrictions

All scanned documents must be in .pdf or .gif format, and must be scanned in such a way that they may be read on a computer monitor and printed on 8 1/2" x 11" paper, unless otherwise specified. Forms provided for the Bidder to complete, with the exception of the forms requiring ink signatures, must be completed and sent via email to the Commonwealth Contract Manager in their original formats. These Forms should not be scanned and submitted as PDFs or other file types.

7.6.4 Documents and items that cannot be submitted electronically

Documents and items that may not be submitted electronically, such as confidential business references submitted by the Bidder or requests for material samples, respectively, must be submitted to 100 Cambridge Street, Suite 600, Boston, MA 02114 in accordance with all Quote submission requirements, including Bid Opening Date/Time, Bid Package, and Environmental Response Submission Compliance provisions.

7.7 Withdrawing a Quote

7.7.1 Prior to Bid Opening Date/Time

Quotes may be withdrawn using the "Withdraw Quote" button offered under the Summary tab of a submitted Quote in COMMBUYS.

7.7.2 After Bid Opening Date/Time

Quotes may not be withdrawn after the Bid Opening Date/Time. If the Bidder wants to remove a Quote from consideration, contact the Strategic Sourcing Services Lead for guidance.

7.8 Additional Quote Terms

7.8.1 Prohibition regarding contract terms

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

7.8.2 Bidder Response Form

All specifications of this RFR that are not mandatory such as those specifically identified as "optional," "desirable," or in other terms indicating that the specification is not mandatory must have a response within the Bidder Response Form (or equivalent) provided on COMMBUYS for this Bid to be evaluated. Most items within the Bidder Response Form will be scored to determine the apparent successful bidders. The SSST does not want and will not read, consider, or evaluate a line by line response to this RFR.

8 APPENDIX 1 – REQUIRED TERMS FOR ALL RFRS

8.1 General Procurement Information

8.1.1 Access to security-sensitive information

Bidders agree to adhere to this section in the event that an eligible entity provides a Contractor

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

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

8.1.2 Alterations

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

8.1.3 Ownership of Submitted Quotes

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

Quotes stored on COMMBUYS in the encrypted lockbox are the file of record. Bidders retain access to a "read-only" copy of this submission via COMMBUYS, as long as their account remains active. Bidders also may retain a traditional paper copy or electronic copy on a separate computer, or network drive or separate media, such as CD or DVD, as a backup.

8.1.4 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SSST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide information or respond to questions or inquiries concerning this RFR. Bidders may contact the individual listed in contact information section of the Header Information this Bid in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the [OSD Help Desk](#) (see the document cover page for contact information).

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

8.2 Terms and Requirements Pertaining to Awarded Contracts

8.2.1 Commonwealth Tax Exemption

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

8.2.2 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the Contract Manager by email

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immediately, using the address located in the Header Information of the Purchase Order or Master Blanket Purchase Order on COMMBUYS. The Contractor's COMMBUYS account also must be updated to reflect the new information.

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

8.2.3 Contractual Status of Orders and Service Contracts

Orders or service engagements placed under the Contract established as a result of this Bid by Eligible Entities shall be considered separate Contracts between the Eligible Entity and the Contractor, and shall be deemed to incorporate all of the terms and conditions of the Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this Bid and any amendments, or the Bidder's Quote, may be included in an order or service contract if mutually agreed upon by the Contractor and eligible entity.

8.2.4 Publicity

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

9 APPENDIX 2 – RFR – REQUIRED SPECIFICATIONS

The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions also may be identified in this RFR. Other terms not defined elsewhere in this document may be defined in OSD's Glossary of Terms. 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.

1. COMMBUYS Market Center. COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda, or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

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

2. COMMBUYS Registration. Bidders may elect to register for a free COMMBUYS Seller account which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, to respond to a Bid, Bidders must

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register and maintain an active COMMBUYS Seller account.

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

COMMBUYS uses terminology with which bidders must be familiar to conduct business with the Commonwealth. To view this terminology and to learn more about COMMBUYS, please visit the Learn about COMMBUYS Resources page on mass.gov.

3. Multiple Quotes. Bidders may not submit Multiple Quotes in response to a Bid unless the RFR authorizes them to do so. If a Bidder submits multiple quotes in response to an RFR that does not authorize multiple responses, only the latest dated quote submitted prior to the bid opening date will be evaluated. Page 24
4. Quote Content. Bid specifications for delivery, shipping, billing, and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.
5. Supplier Diversity Office (SDO) Programs. Pursuant to Executive Orders 523 and 565, the Commonwealth supports the use of diverse and small businesses through the Small Business Purchasing Program (SBPP) and the Supplier Diversity Program (SDP). Based on the estimated value of the procurement, one of the above-mentioned programs shall be applicable to this RFR. For more information on the program that applies to this solicitation, see the body of this RFR.
6. Best Value Selection and Negotiation. The Strategic Sourcing Services Team or SSST may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The SSST and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.
7. Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the SSST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS.
8. Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.
9. Costs. Costs which 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

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incurred by bidders responding to this RFR.

10. Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current on COMMBUYS the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the SSST, including requests for clarification. The SSST and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network, or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the SSST to be lost or rejected by any means including email or spam filtering.
11. Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Page 25 Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder is able to provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe, and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors may track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application may be found on the OSD Forms page (www.mass.gov/lists/osd-forms). Additional information about EFT is available on the VendorWeb site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the Authorization for Electronic Funds Payment Form to this department for review, approval, and forwarding to the Office of the Comptroller. If the bidder already is enrolled in the program, it may so indicate in its response. Because the Authorization for Electronic Funds Payment Form contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The SSST will consider such requests on a case-by-case basis and communicate the findings to the bidder.

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

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13. Minimum Quote (Bid Response) Duration. Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission. Page 26
14. Prompt Payment Discounts (PPD). All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth's Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder provides compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer (EFT) initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically may be tracked and verified through the Comptroller's Vendor Web system. The PPD form may be found as an attachment for this Bid on COMMBUYS.
- Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the SSST. The SSST will review, negotiate, or reject the offering as deemed in the best interest of the Commonwealth.
- The requirement to use PPD offerings may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.
15. Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes, including marking by bidders of information as confidential during the quote submission process in COMMBUYS, shall be disregarded.
16. Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The SSST reserves the right to reject unreasonable requests.
17. Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.
18. 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. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.
19. Acceptable Forms of Signature Page 27 Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. Traditional "wet signature" (ink on paper); 2. Electronic signature that is either:
a. Hand drawn using a mouse or finger if working from a touch screen device; or Page 2 b. An uploaded picture of the signatory's hand drawn signature 3. Electronic signatures affixed using a

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digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

10 APPENDIX 3 - OTHER SPECIFICATIONS

The following RFR provisions appear in this section at the department's discretion. If a specification is selected by the department, it is required of the bidder.

Debriefing. Non-successful bidders may request a debriefing from the department. A bidder who requests a debriefing must provide an advance list of attendees for the debriefing and provide a list of questions in advance of the debriefing. During the debriefing, only the questions that were sent in advance will be addressed and responses shall pertain to the Bidder only, the RFR, the Bidder's response, and the evaluation. The debriefing will be no longer than forty-five minutes.

Emergency Standby Commodities and/or Services. Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors. Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract.

Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFR.

Environmentally Preferable Products and Services. The department and contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the department's performance needs.

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.

11 APPENDIX 4 - INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

Forms listed below may be electronically signed by the Bidder, see [Acceptable Forms of Signatures](#). Bidders must, if notified of Contract award, submit the following four (4) forms within the timeframe referenced in the RFR section entitled [Acceptable Forms of Signatures](#): the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

11.1 Commonwealth 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 SSST. Also, the terms of the RFR, the Bidder's Response, and any negotiated terms shall be deemed accepted by the Department and included as part of the Contract upon execution of this document by the State Purchasing Agent or his designee.

If the Bidder does not have a Vendor Code beginning with "VC" or does not know their Vendor Code, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

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11.2 Commonwealth Terms and Conditions/Commonwealth IT Terms and Conditions

If the Bidder has executed and filed the appropriate Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in. If the Bidder's name, address, or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR. This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

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

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

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

11.4 Contractor Authorized Signatory Listing

In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block at the bottom of the first page of this form also will serve as an "Authorized Signatory," that person's name must be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk, or Legal Counsel for the Contractor...", if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

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

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

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

11.5 Supplier Diversity Program Plan Form

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

The specific Supplier Diversity Program (SDP) requirements for this procurement may be found earlier in this document. Bidders are required to state a specific percentage of contract revenues that will represent the annual SDP commitment for the entire contract period, including any renewals.

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11.6 Current Environmentally Preferable Products / Practices Form

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

11.7 Prompt Payment Discount Form

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

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

11.8 Business Reference Form

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

Bidders must provide all requested information on this form for required 3 references. In completing this form, note that the "Bidder" is the name of the company submitting a Quote in response to this RFR and the "RFR Name/Title" and the "Agency Document Number" may be found on the cover of the RFR document and in the Short Description field in the Header Information of the Bid record in COMMBUYS. Also, please note that: "Reference Name" is the name of the organization (if not applicable, then name of the individual) that is providing the reference; "Contact" is the name of the individual inside the organization that will provide the reference; and the "Address," "Phone #," and "Fax/Internet Address" are those of the "Contact" so that the SSST may reach her/him/them.

12 APPENDIX 5 INSTRUCTIONS FOR VENDORS RESPONDING TO BIDS ELECTRONICALLY THROUGH COMMBUYS

Introduction

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

Steps for Bidders to Submit a Quote

1. Launch the COMMBUYS website by entering the URL (www.COMMBUYS.com) into the browser.
2. Enter Bidder login credentials and click the **Login** button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS to submit a Quote. Each Vendor has a COMMBUYS Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.
3. Upon successful login, the Vendor home page displays with the Navigation and Header Bar, as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.
4. Click on the **Bids** tab
5. Clicking on the Bid tab opens four sections:
 - a. Request for Revision
 - b. Bids/Bid Amendments
 - c. Open Bids

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- d. Closed Bids
- 6. Click on the blue **Open Bid** hyperlinks to open and review an open bid
- 7. A new page opens with a message requesting you acknowledge receipt of the bid. Click **Yes** to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive notifications of amendments/updates concerning this bid.
- 8. After acknowledgement, the bid will open.
The top left half of the page contains the following information:
 - a. Purchaser
 - b. Department
 - c. Contact for this bid
 - d. Type of purchase
 - i. Open Market
 - ii. Blanket
 - e. Bidders' Conference details (if applicable)
 - f. Ship-to and Bill-to addresses
 - g. Any attachments to the bid, which may include essential bid terms, response forms, etc.

The top right half of the bid includes the following information:

- h. Bid Date
 - i. Required Date
 - j. Bid Q&A Close Date – date after which bidders no longer may ask questions about the bid
 - k. Bid Opening Date – date the bid closes and no further quotes will be accepted
 - l. Informal Bid Flag
 - m. Date goods/services are required
- 9. The lower half of the page provides information about the specific goods/services the bid is requesting.
 - 10. Click **Create Quote** to begin.
 - 11. The General tab for a new quote opens. This page is populated with information from the bid.

Fields available to update include:

- a. Delivery days
- b. Shipping terms
- c. Ship via terms
- d. Is "no" bid – select if you will not be submitting a quote for this bid
- e. Promised Date
- f. Info Contact
- g. Comments
- h. Discount Percent
- i. Freight Terms
- j. Payment Terms

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

Update these fields as applicable to the bid and click **Save & Continue** to save any changes and create a Quote Number. The page refreshes and messages display. Any message in Red is an error and must be resolved before the quote may be submitted. Any message in Yellow is a warning and will allow processing to continue.

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The following messages are received:

- Terms & Conditions is not acknowledged – to resolve this, click on the Terms & Conditions tab and accept the terms.
 - Your quote has not been submitted – information message; no action required
12. Click on the **Terms & Conditions** tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote may be submitted. If your acceptance is subject to exceptions, those exceptions must be identified here. Exceptions may not contradict the requirements of the RFR or required Commonwealth standard forms and attachments for the bid. For instance, an RFR may specify that exceptions may or will result in disqualification of your bid.
 13. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
 14. The item opens. Input your quote information and click **Save & Exit**.
 15. **CONFIDENTIAL INFORMATION:** If documents uploaded in your quote response contain confidential information (security sensitive, EFT, W9, Commonwealth Terms and Conditions), **you must mark each item as confidential**. The confidential column on the Attachments view allows the user to select whether the attached form is confidential or not. Check the box in the confidential column for each attached form that contain confidential information.
 16. Click on the **Attachments** Tab. Follow the prompts to upload and name all required attachments and forms and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click **Save & Continue**. After you have uploaded all required documents click **Save & Exit**. Be sure to review your attachments to ensure each required document has been submitted.
 17. Click the **Summary** tab. Review the information and update/correct, as needed. If the information is correct, click the **Submit Quote** button at the bottom of the page.
 18. A popup window displays asking for verification that you wish to submit your quote. Click **OK** to submit the quote.
 19. The **Summary** tab redisplay with an updated Status for the quote of **Submitted**.
 20. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the OSD Help Desk at OSDHelpDesk@mass.gov. If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: 1) for a formal bid, prior to the bid opening date, or 2) for an informal bid (which may be viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever is earlier. Bidders may not submit Multiple Quotes in response to a Bid unless the Bid authorizes Multiple Quote submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, only the latest submission prior to the bid opening date will be evaluated.