Request for Response (RFR)

RFR Number: DCF ASO2027

RFR Title: Administrative Services Organization

October 2026

Brief Description: The Massachusetts Department of Children and Families (DCF) is releasing this Request for Responses (RFR) to select a single statewide vendor to serve as an Administrative Services Organization (ASO) to a network of Family Resource Centers (FRCs) located across the Commonwealth.

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1. Description or Purpose of Procurement

The Massachusetts Department of Children and Families (DCF) is releasing this Request for Responses (RFR) to select a single statewide vendor to serve as an Administrative Services Organization (ASO) to a network of Family Resource Centers (FRCs) located across the Commonwealth.

FRCs are community-based, responsive and accessible programs that provide expert navigation to a wide range of human services, case management, evidence-based parent and youth education programs, youth and parent support groups, and other opportunities for children, youth, and families. FRCs provide specialized services for Children Requiring Assistance (CRA) and their families, as defined in Chapter 240, to divert these children from court and help them succeed at home, in school and within their community. Children who have run away, are habitually absent, facing significant problems at home and at school, and sexually exploited youth will receive standardized intake, screening, assessment, support planning, onsite services at the FRC, and referrals through a network of service providers affiliated with the FRCs.

Under the guidance of DCF, the ASO will perform the following core functions for the Commonwealth's FRCs in accordance with the provisions in Attachment A:

1. Development and Maintenance of Technological Solutions
2. Program Evaluation and Reporting
3. Administrative Support for FRCs
4. Administrative Support for DCF
5. Communications Support and Marketing.

2. Contract Performance and Business Specifications

See **Attachment A, Model Supplement to the Standard Contract Form.**

3. Performance Measures

See **Attachment A, Model Supplement to the Standard Contract Form.**

4. Contractors Required for Contract and Applicable UNSPSC Code(s)

Whether Single or Multiple Contractors are Required for Contract:
Single Contractor

Services:	UNSPSC Code(s)
Management and Business Professionals and Administrative Services	80-10-00

4.1 Estimated Number of Awards

The target maximum number of Contractors is 1; the Purchasing Department may award more or fewer contracts, if it is in the best interests of the Commonwealth to do so. With prior written approval from DCF, the Contractor may subcontract another qualified contractor to perform the core functions of this contract as described in Attachment A. The Contractor shall remain responsible for the performance and compliance of any approved subcontractor.

4.2 Adding Contractors after initial Contract Award

If, over the life of the contract, the Purchasing Department determines that additional Contractors may be added, these may be drawn from qualified companies that responded to this Solicitation and not awarded Contracts. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional Bids.

5. Entities Eligible to Use the Resulting Contract

Eligible Entities
Limited User – Restricted by Issuing Entity Only
Any Contract(s) resulting from this Bid will be open for use by the issuing Purchasing Department and the following other entities: • N/A

6. Contract Duration, Procurement Calendar Type and Changes

Contract Duration	Number of Options	Number of Years/Months
Initial Duration		The initial contract period awarded under this RFR will commence upon execution by the parties, expected to be no earlier than **02/01/2027**, and this initial period is to end on **12/31/2030,** subject to (1) the Contractor's satisfactory performance, as determined by DCF, of all duties and obligations under the Contract, and (2) any termination provisions set forth in the Contract. The Contract may be extended six additional years through **12/31/2036**, in increments determined by DCF and upon terms agreed to by the parties. DCF may also extend the Contract for any reasonable period it determines necessary to complete a subsequent procurement.
Renewal Options	Two Options	Three years each
Total Maximum Contract Duration		An estimated 10 years. This contract will terminate no later than December 31, 2036.

6.1 Calendar Rule Type

This is an **Open Enrollment Procurement**; the procurement may be reopened if DCF determines there is an unmet need.

6.2 Amendment, Withdrawal, Cancellation or Re-Opening of RFR

All Contracts awarded under this RFR and all amendments and renewals are subject to appropriations, performance of the Contractor on an ongoing basis, and the needs of DCF. DCF reserves the right to amend this RFR. Notice of any amendment will be posted on COMMBUYS.

7. Anticipated Expenditures, Funding, or Compensation

The monetary value for this procurement is estimated at $15,000,000.00 for the life of the contract engagement (initial and renewal option periods), with varying degrees of funding per contracted period(s). The funding for any contract resulting from this procurement is conditioned upon receipt of legislative appropriation funding.

8.Fiscal Terms

See Attachment A for specific Fiscal Terms, see additional terms below.

8.1 Monthly Billing

Contractors must submit monthly invoices for services they provided during the previous month. Invoicing packet must include completed Payment Voucher (PV) with an original authorized signature and the Monthly Expenditure Report, along with other requirements described in Section 4.02 of Attachment A.

8.2 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 incurred by bidders responding to this RFR.

8.3 Commonwealth Tax Exemption

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

8.4 Prompt Payment Discounts (PPD)

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

Comptroller's Vendor Web system. The PPD form can be found as an attachment for this Bid on COMMBUYS.

9. Evaluation Criteria

Contractors must submit responses that meet all the submission requirements of the RFR. Only responsive proposals that meet the submission requirements will be evaluated, scored, and ranked by the evaluation team according to the evaluation criteria. Additional information may be requested for evaluation purposes.

9.1 Compliance with Submission Requirement

Agency staff will first review the responses to determine if they satisfy the submission format and contents requirements set forth in **Section 10**. A response that meets these requirements will be considered an "Eligible Response." Any response that does not meet these requirements may be considered non-responsive and disqualified without further review. If a response is disqualified, the Bidder (person designated to execute contract) will be notified in writing, including the reasons why it was disqualified. The DCF may determine that the non-compliance is insubstantial and can be readily corrected, or that an alternative proposed by the Bidder is acceptable. In such case, the DCF can seek clarification or allow the Bidder to make minor corrections.

9.2 Review Team

DCF will establish a Review Team to review and rate eligible responses. A Review Team will be comprised of DCF staff and may be comprised of recipients or former recipients of services, family members, family advisory committee members, community representatives and/or other non-DCF personnel. All qualified RFR responses will be reviewed and evaluated according to the criteria set by DCF, adherence to the submission requirements, and agency goals.

The Review Team will consider each item in the RFR response package, evaluate each item, taking into consideration the comprehensiveness, responsiveness and clarity of the response to each requirement as it pertains to the vendor's qualifications to provide the services outlined in **Section 2** of this RFR.

The Department will use a consensus model of evaluating proposals whereby the Review Team members independently read and review their assigned proposals and then meet as a group to jointly discuss and rank each response.

9.3 Preliminary Reviews

A Review Team may ask other DCF staff to complete preliminary reviews of the certain response categories (e.g., the Supplier Diversity Program (SDP) Plan Form #1); such preliminary reviews shall be done consistently with all applicable Response Packages.

9.4 Clarifications

A Review Team, at its discretion, may in lieu of or in addition to oral presentations request Bidders to submit written clarification of their responses. The Review Team will send written questions for clarification to Bidders for the Bidders to respond in writing. Clarifications are explanations of what has been stated in the response and may not be used as an opportunity to submit supplemental information

or change a response, unless the Review Team specifically requests these submissions or changes as part of the clarification of all responses.

9.5 Evaluating and Rating

The Review Team assigns a rating to the response of each question asked in the RFR proposal bidder's Response Sheet. All qualified proposals shall be reviewed using the Evaluation Rating Sheet tailored specifically for this RFR **(Attachment D)**. For the purpose of this RFR, the Review Team will consider each item in the proposal bidder's Response Sheet, taking into consideration the comprehensiveness, responsiveness, clarity, effectiveness and feasibility of the response to each requirement.

The Review Team may, in its sole discretion, invite those proposal bidders whose responses have been judged competitive and responsive in the course of the evaluation to attend an oral presentation. At that time, the proposal bidder's response may be discussed and clarified, but not changed in any way. The oral presentation will include a demonstration of the proposed technological solutions. The Review Team reserves the right to apply restrictions to the structure and content of the oral presentations, and to instruct the proposal bidder regarding attendees.

Oral presentations shall not be open to the public nor to any competitors. Failure of a proposal bidder to agree to a date and time for an oral presentation may result in rejection of the proposal bidder's response.

Proposal bidders selected as finalists may be also required to participate in an interview at DCF's Central Office. The interview is intended to:

1. Clarify and substantiate representations and information contained in the proposal bidder's response;
2. Supplement information obtained in the proposal bidder's response;
3. Provide additional understanding of the services and operations offered and any additional information requested; and
4. Introduce key personnel, key staff, and any significant subcontractors who will have responsibility for Contract responsibilities.

9.6 Information Subject to Review

In the review process, DCF may use sources of information other than the Bidder's written response to evaluate the response. Other sources of information may include, but are not limited to, an oral presentations by the Bidder (if requested), written responses to questions posed by a Review Team, the Bidder's history and/or experience in providing services and/or any past performance as a provider or in review of current services operated by the Bidder directly or indirectly to DCF, materials submitted for Financial Qualification purposes, a review of the Bidder's finances, discussion with relevant community members or providers, governmental agencies and other funding sources.

9.7 Recommendation for Selection

After a Review Team rate all the eligible Response Packages, it shall list all the eligible responses and their scores and selection recommendation. The Review Team will then submit its recommendation to

the awarding authority (Commissioner) or their Designee, together with its recommendation of items for negotiation with the Bidder regarding the services.

Ultimately, the Commissioner or Designee will make the final award decision based on the responses that provide the best value to the Commonwealth and the Department.

9.8 Best Value

The Review Team may recommend for selection the response that demonstrates the best value overall, including proposed alternatives which will achieve the procurement goals of DCF, including the goal of contract expenditure reduction.

The Review Team and a selected bidder may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's response which results in lower costs or a more cost-effective or better value than was presented in the selected bidder's original response. DCF reserves the right to request the best and final offer (BAFO) from any bidder. The Review Team may recommend the non-highest scoring bidder, however the recommendation must contain an explanation based on best value principles.

9.9 Selection Decisions

Upon receipt of a Review Team's recommendation, the awarding authority or designee shall prioritize the responses based on the Team's recommendation and on what the awarding authority or designee determine gives the Commonwealth the best value, considering the elements set forth in 801 CMR 21.02: support the achievement of required outcomes, best quality economic value, timely performance, minimizing the burdens on administrative resources, expediting simple or routine purchases, flexibility in developing alternative procurement and business relationships, encouraging competition, encouraging the continuing participation of quality contractors and supporting procurement planning and implementation. The awarding authority or designee is not bound by the evaluations or rankings given to the responses by the Review Team.

9.10 Selection Decision and Notification

All Bidders will be notified in writing of the selection decision regarding the award.

9.11 Contract Negotiations

Contract negotiations will then commence with the Bidder first on the awarding authority or designee's, prioritized list for selection and negotiations. Negotiations shall be limited to those matters specified in 801 CMR 21.07. If negotiations are successful, the Bidder will be deemed selected for the award.
If negotiations are not successful within a reasonable period of time, the awarding authority or Designee may disqualify that Bidder.

9.12 Announcement

Pursuant to 801 CMR 21.06(13), no Bidder shall have any press conferences or make any news releases or announcements concerning its selection or non-selection for a program prior to DCF public release of said information, or prior to the written authorization of DCF. Violation of this subsection may be considered grounds for disqualification.

9.13 Contractual or Financial Commitment

This RFR does not commit DCF to award any contracts, or to purchase any services if contracts are awarded. DCF reserves the right to accept or reject any and all responses received as a result of this RFR, to negotiate with any or all Bidders and Bidders selected that are determined Qualified, to cancel in part or in its entirely the RFR if it is in the best interest of the Commonwealth to do so.

9.14 Contractor's Contact Information

It is the contractor's responsibility to notify their DCF Contract Manager when there are any changes in contact information (i.e., address, phone number, email, signatory, etc.). If the information is not current, the contractor must notify DCF via email to DCF.Procurement@mass.gov immediately after any changes.

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)

10. Instructions for Submission of Responses

Complete Responses to this RFR must be submitted by **December 10, 2026 no later than 12:00 PM** (Eastern Time).

1. A complete Response to this RFR shall consist of:
    a. A completed **Attachment B**, **Response Form**, in Word format
    b. A completed **Attachment C, Proposed Fiscal Year Program Budget**, in Excel format
    c. All other attachments specified in the Checklist, in Word, Excel, or PDF formats only.
2. Each document and document section submitted shall include only information specific to the topic of that document and section.
3. DCF assumes no responsibility for knowledge of any material that is not presented in accordance with DCF's instructions and may not consider any such material in evaluating the Respondent's Response to the RFR.
4. The Respondent shall adhere to character and page limits where specified. Respondents are strongly encouraged to not include attachments that are extraneous, duplicative, or do not apply directly to the content requested. The evaluation team will not consider attachments that are not required or narratives that exceed limits for text responses noted in the Response Form.
5. The Respondent shall name the files that constitute its Response as follows:
    a. The file name of the Response Form shall include the character strings below, in the following order:
        i. "ASORFR" (6 characters)
        ii. Respondent name or acronym (up to 10 characters)
        iii. "Response"

    e.g., ASORFROrgABCResponse.doc
    b. The file names of the attachments shall include the character strings below, in the following order:
        i. "ASORFR" (6 characters)

ii. Respondent name or acronym (up to 10 characters)
iii. "Attachment"
iv. Section number
    1. If more than one attachment per section, attachment number in parenthesis

e.g., ASORFROrgABCAttachmentF1b.pdf, or ASORFROrgABCAttachmentG2(4).doc

Any submission that fails to meet the submission requirements of the RFR will be found non-responsive without further evaluation unless the evaluation team, at its discretion, determines that the non-compliance is insubstantial and may be corrected. In these cases, the evaluation team may allow the vendor to make minor corrections to the submission.

10.1 Right to Modify Deadline

DCF reserves the right to modify the RFR, including the response due date. Bidders are held responsible for the monitoring of COMMBUYS for changes to this procurement.

10.2 Submission Location

As of June 30, 2014, all bids posted on COMMBUYS require the submission of electronic response. See COMMBUYS Use Policy for Organizations posted by the Operational Services Division on June 30, 2014, **Section 6.2**. In order to submit an electronic response using online submission tools available, Bidders must be registered in COMMBUYS. Potential Bidders are encouraged to register before the proposal due date. An Instruction for Vendors Responding to Bids can be found on the Bid Solicitation page of the RFR's COMMBUYS attachment file.

10.3 Response Limits and Attachments

The Proposal Bidder's Response shall not exceed the number of characters per question, as specified in the Response Form, and the attachment request for an example of a submitted report is limited to ten (10) pages. The screenshots of each technological solution do not count toward the character limit. Any responses or attachments exceeding the information provided will not be reviewed for consideration. Any attachment(s) that was not requested will be removed from the response and will not be reviewed.

10.4 Alterations

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

10.5 Ownership of Submitted Responses

The Agencies shall be under no obligation to return any responses or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Response, whether the Bidder is awarded a contract or selected for all programs or approved for all service models for which it submitted a Response.

10.6 Multiple Quotes

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

10.8 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

11. Estimated Procurement Calendar

Procurement Activity	Date	Time
Bid Release Date	**October 26, 2026**	**12:00PM EST**
Deadline for Submission of Questions through COMMBUYS "Bid Q&A"	**November 2, 2026**	**12:00PM EST**
Official Answers for Bid Q&A published (Estimated)	**November 9, 2026**	**12:00PM EST**
Deadline for Quotes/Bid Responses ("Bid Opening Date/Time" in COMMBUYS)	**December 10, 2026**	**12:00PM EST**
If needed, oral Presentations for Selected Bidder(s) (Estimated)	**Week of January 11, 2027**	**Per Scheduled Time(s)**
Notification of Apparent Successful Bidder(s) (Estimated)	**Week of January 18, 2027**	
Negotiations (Estimated)	**Jan 18 – Jan 29**	
Estimated Contract Start Date (No Earlier Than)	**February 1, 2027**	

If there is a conflict between the dates in the **Estimated Procurement Calendar Timetable** and the dates on the Bid Solicitation page on COMMBUYS, the dates on the Bid Solicitation page shall prevail. Bidders are held responsible for the monitoring of COMMBUYS for changes to the procurement calendar for this Bid.

11.1 Online Questions (Bid Q&A)

This RFR will not offer a Bidders Conference, but written questions are encouraged and must be entered using the "Bid Q&A" tab for the Bid in COMMBUYS no later than the date and time indicated in the **Estimated Procurement Calendar Timetable** as noted above. It is Bidder's responsibility to verify receipt of questions. No questions will be considered for a response submitted outside of COMMBUYS and DCF reserves the right not to respond to questions submitted after the indicated date and time.

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep 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.

Written Responses to Questions will be released on or about the "Responses to Questions Posted Online" date indicated in the Estimated Procurement Calendar (above).

(Written questions and responses will be posted on the Bid Q&A Tab for this Bid in COMMBUYS.)

11.2 Official Answers (Bid Q&A)

Written responses will be prepared as determined appropriate by DCF. Responses will be released on or about the date indicated in the **Estimated Procurement Calendar Timetable** (above) and will be posted on the Bid Q&A Tab for this Bid in COMMBUYS.

11.3 Estimated Contract Start Date

This is the approximate start date. The actual start date will be the Contract Effective Date which is the last date the Contract is executed by the parties, usually the last signature date, by the signatory of the issuing agency.

12. Required Forms

At the time of negotiations, DCF will work with successful Bidders to complete any remaining mandatory contract documents that may include:

Check if applicable ("X")	Form/Document	Notes/Instructions (If any)
☒	Request for Taxpayer Identification Number & Certification Form (W-9) (if not on file)	Electronic Submission via Email
☒	Contractor Authorized Signatory Listing Form	Electronic Submission via Email
☒	Authorization for Electronic Funds Transfer (mandatory, if not already on EFT)	Electronic Submission via Email
☒	Subcontract Information Form	Electronic Submission via Email
☒	Prompt Payment Discount Form	Electronic Submission via Email
☒	Commonwealth Standard Contract Form & incorporated Commonwealth Standard Terms and Conditions	Electronic Signature via AdobeSign

Please review all forms to be sure your agency understands the terms and conditions when entering into a contract with the Commonwealth. The above attachments are available as part of the Bid attachments on COMMBUYS (WWW.COMMBUYS.COM).

12.1 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;

Electronic signatures are 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.

13. Applicable Procurement Law

13.1 Regulations Governing Procurement

The terms of 801 CMR 21.00: Procurement of Commodities or Services Including Human and Social Services and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 and in 808 CMR 1.00. All communications, responses, and documentation must be in English and all cost figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. In addition, this RFR incorporates relevant provisions of the current Operational Services Division Required Specifications. Any updates or amendments to these Specifications during the life of this procurement are also incorporated.

13.2 Applicable Laws

Type of Purchase	Applicable Laws
Executive Branch Goods and Services	
Goods and Services	MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

13.3 Acquisition Method

Acquisition Method
Maximum Obligation

14. Supplier Diversity Plan (SDP) Plan

14.1 Program Background

The Commonwealth's Supplier Diversity Program (SDP), established pursuant to Executive Order 599, supports meaningful business relationships between awarded vendors and diverse businesses and non-profit organizations ("SDP Partners") certified or recognized by the Supplier Diversity Office (SDO).

14.2 Financial Commitment Requirements

All Bidders responding to this solicitation are required to make a significant financial commitment ("SDP Commitment") to partner with one or more SDO-certified or recognized diverse business(es) or non-profit organization(s). This SDP Commitment represents a percentage of the vendor's contract sales that will be spent with SDP Partner(s). The minimum acceptable SDP Commitment is 1%. Bidders will be awarded additional evaluation points for higher SDP Commitments.

If a contract is awarded, the Total SDP Commitment will become a contractual requirement. The vendor is expected to meet this commitment each Massachusetts fiscal year (July 1 – June 30) for the duration of the contract.

To be eligible for a contract award, a Bidder must submit an SDP Commitment that meets the requirements described above. This requirement applies to all Bidders, including those that are certified as diverse businesses.

Each Vendor is responsible for planning and managing its SDP partnerships and spending to ensure that it meets its annual SDP Commitment. While the SDO is available to provide program guidance and resources, the responsibility for meeting the SDP Commitment remains with the Vendor.

14.3 Eligible SDP Partner Certification Categories

SDP Partners must be businesses and/or non-profit organizations certified or recognized by the SDO in one or more of the following certification categories:

- Minority-Owned Business Enterprise (MBE)
- Minority Non-Profit Organization (M/NPO)
- Women-Owned Business Enterprise (WBE)
- Women Non-Profit Organization (W/NPO)
- Veteran-Owned Business Enterprise (VBE)
- Veteran Non-Profit Organization (V/NPO)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LGBTBE)

14.4 Ways to Partner with SDP Businesses

Vendors have flexibility in how they work with SDP Partners. Eligible business-to-business relationships include:

- Subcontracting: The SDP Partner provides products and/or services related to the contract. These relationships often, but not always, include a formal written agreement between the Vendor and the SDP Partner.
- Ancillary Products and Services: The Vendor purchases products or services from an SDP Partner to support its general business or operational needs. These purchases do not need to be related to the Commonwealth contract. Examples include office supplies, business cards, and promotional items. Both recurring and one-time purchases may qualify.

Only the types of business-to-business relationships described above are eligible under this contract. If a Vendor proposes subcontracting, the arrangement must also comply with any subcontracting requirements included in this RFR.

14.5 Program Flexibility

The SDP is designed to give Vendors flexibility in developing partnerships that work for their businesses. In particular:

- SDP Partners are not required to be subcontractors.
- SDP Partners do not have to be in Massachusetts.
- SDP Partners may be changed or added during the contract term, as long as they continue to meet their SDP Commitment.

14.6 SDP Plan Form Requirements

All Bidders must complete the SDP Plan Form included in this solicitation and submit it with their bid response. The form must include the Bidder's proposed SDP Commitment (at least 1%) and identify one or more SDP Partners the Bidder plans to work with to meet that commitment.

An SDP Partner must be a separate business or organization. A Bidder may not identify itself, its affiliate, or its subsidiary as an SDP Partner. Similarly, a Vendor that is certified by the SDO or another recognized certification organization may not count spending within its own organization—or with its subsidiaries or affiliates—toward its SDP Commitment.

Bidders may propose SDP Partners that are:

- Already Certified or recognized by the SDO. These partners appear in the SDO Directory of Certified Businesses or in the SBA Small Business Search directory. When using the SBA directory, please note that the SDO recognizes only the Veteran Owned Small Business (VOSB) and Service-Disabled Veteran Owned Small Business (SDVOSB) certifications.
- Not yet certified or recognized by the SDO. Bidders may identify a proposed SDP Partner that has not yet received SDO certification or recognition. However, the Bidder is responsible for ensuring that the proposed partner obtains the appropriate certification or recognition prior to the end of the fiscal year. There is no guarantee that a proposed SDP Partner will be certified. If

proposed SDP Partners do not receive SDO supplier diversity certification or recognition, the Vendor must find alternative SDP Partners to meet their SDP Commitment.

14.7 Supplier Diversity Practices and Additional Initiatives

Bidders are encouraged to share information about their broader supplier diversity practices. For example, a Bidder may provide contact information for the individual or team responsible for developing and maintaining supplier diversity relationships and may include its written supplier diversity policy.

Bidders are also encouraged to highlight additional ways they support, engage, or collaborate with diverse businesses. Examples include:

- Participating in mentor-protégé relationships in which employees provide training, guidance, or business support to diverse businesses;
- Providing technical or financial assistance to diverse businesses; and
- Offering voluntary assistance programs in which employees provide operational support to diverse businesses.

Please note that workforce diversity initiatives will not be considered as part of the SDP.

14.8 Evaluation of SDP Forms

The Commonwealth values meaningful supplier diversity commitments and encourages Bidders to develop strong SDP Plans. At least 25% of the total available evaluation points for this solicitation will be allocated to the evaluation of the SDP Plan Form.

14.9 SDP Spending Reports and Compliance

After contract award, Vendors report their SDP spend at least quarterly to demonstrate progress toward their SDP Commitment. Vendors must follow report submission instructions from the issuing department and the SDO.

To count toward a Vendor's SDP Commitment, spending must be with an eligible SDP Partner listed in the SDO Directory of Certified Businesses or in SBA Small Business Search (VOSB or SDVOSB only). Spending with Partners outside of these directories will not count toward meeting a Vendor's SDP Commitment.

14.10 SDP Spending Verification

To help confirm reported SDP spending, the SDO and the contracting department may contact SDP Partners and ask them to verify the amounts reported as paid to them by the Vendor.

14.11 Program Resources and Assistance

The SDO is available to help Bidders understand the SDP, develop their SDP Plans, and identify potential SDP Partners. For resources and additional information, please visit www.mass.gov/sdp, or contact the SDP Help Desk at sdp@mass.gov.

15. Other Bid/RFR Specifications

15.1 Regulation Governing Procurement

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also 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.

15.2 Bid Amendment Deadline

The Purchasing Department 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 Purchasing Department 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.

15.3 COMMBUYS Market Center

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

Bidders are solely responsible for obtaining all information distributed for this bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers. It is each Bidder's responsibility to check COMMBUYS for:

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

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.
COMMBUYS Subscription. Bidders may elect to obtain a free COMMBUYS Seller subscription which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, in order to respond to a Bid, Bidders must register and maintain an active COMMBUYS Seller subscription account.

All Bidders submitting a Quote (previously referred to as Response) in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system

is activated; (4) Bidder understands and acknowledges that all references to the Comm-PASS website or related requirements throughout this RFR, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

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

15.4 Transition Agreement

If, at the time of termination of a contract, a vendor is providing services to DCF, the vendor must work cooperatively with a successor vendor, if any, to ensure an orderly transition and that services are not interrupted. This requirement shall survive the expiration or termination of the contract.

15.5 Publicity

Any bidder selected for a program under this RFR resulting in an award of or an amendment of a contract, is prohibited from selling or distributing any information collected or derived from the contract except as specifically authorized by DCF.

15.6 Brand Name or Equal

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

15.9 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.

15.10 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 shall be disregarded.

15.11 Reasonable Accommodation

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

15.12 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.

15.13 Occupancy Liability

As an Executive Branch Agency in the Commonwealth of Massachusetts, the Department of Children and Families (DCF) is self-insured as it pertains to holding events off-site and is covered by the Commonwealth of Massachusetts pursuant to M.G.L. Ch 258.

15.14 Subcontracting Policies

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

15.15 Supplier Diversity Program Subcontracting Policies

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

15.16 Prohibited Communications

Bidders are prohibited from communicating directly with any employee of DCF or any members of the Procurement Management Team (PMT) regarding this RFR. No Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiries concerning this RFR. Neither telephone calls, nor faxes, nor texts nor emails regarding this RFR will be

accepted. DCF is not bound by any oral comments or representations made by a person and/or an employee of DCF. Bidders may contact the contact person using the contact information provided on the Bid Solicitation page for 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 COMMBUYS Helpdesk at commbuys@state.ma.us.

ATTACHMENT A

MODEL SUPPLEMENT TO THE STANDARD CONTRACT FORM

FOR

ADMINISTRATIVE SERVICES ORGANIZATION

[Posted as a separate file on COMMBUYS]

ATTACHMENT B

RESPONSE FORM

FOR

ADMINSTRATIVE SERVICES ORGANIZATION

[Posted as a separate file on COMMBUYS]

ATTACHMENT C

PROPOSED FISCAL YEAR PROGRAM BUDGET

FOR

ADMINSTRATIVE SERVICES ORGANIZATION

[Posted as a separate file on COMMBUYS]

ATTACHMENT D

EVALUATION SHEET

FOR

ADMINSTRATIVE SERVICES ORGANIZATION

[Posted as a separate file on COMMBUYS]