



Holyoke Community College

**303 Homestead Avenue
Holyoke, MA 01040**

**Invitation for Bids (IFB)
Electronic Medication Dispensing System**

IFB# 24-03

Issue Date: Wednesday, January 17, 2024

**Bids must be received by: Tuesday, January 30, 2024 at 11:00A.M. EST
By email to Brian Jackson at bjackson@hcc.edu**

Email Subject Line should read "Bid on IFB No. 24-03 attached."

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About HCC

The first two-year college in the Commonwealth, HCC is widely recognized as a leader in high-quality education, and affordable pathways to transfer or immediate entry into the workforce. A designated Hispanic Serving Institution, HCC serves a diverse community with more than 80 degree and certificate programs and 6,500 students enrolled annually in credit, noncredit, and workforce development courses.

Mission:

Educate. Inspire. Connect.

I. General Information and Bid Submission Requirements

Holyoke Community College (HCC) , an agency of the Commonwealth of Massachusetts, seeks the lowest responsive and responsible bidder for two electronic medication dispensing systems per listed specifications.

Timeline

IFB Issue Date: Wednesday, January 17, 2024

Submit questions specific to the IFB by: Tuesday, January 23, 2024

Response to be emailed by: Thursday, January 25, 2024

Bids due by: Tuesday, January 30, 2024, 11:00A.M. EST by email to Brian Jackson, at bjackson@hcc.edu.

Email Subject Line should read “Bid on IFB No. 24-03 attached.”

Dates may be revised due to unforeseen circumstances. Every effort will be made to inform respondents of changes to the timeline.

HCC will not open any bids submitted after the deadline date and time. Late bids will be retained in the IFB file, unopened.

The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the College and the apparent lowest responsive and responsible bidder.

Contact Information

The project title is Holyoke Community College Electronic Medication Dispensing System and the project number is 24-03. Correspondence to HCC should include project number as well as the title.

Information submitted in response to this IFB is subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted information that are inconsistent with these statutes shall be disregarded. The Commonwealth makes no guarantee that any services will be purchased from any contract resulting from this IFB.

Questions about this invitation for bids or specifications should be submitted to:

Brian Jackson at bjackson@hcc.edu and include the Project Number IFB# 24-03.

Submission of Bid

Bids must be submitted electronically, along with all required forms, completed and notarized as indicated.

Delivery Method: Delivery electronically to: Brian Jackson at bjackson@hcc.edu

Subject line should read: **“Bid on IFB No. 24-03 attached.”**

Deadline: Bids must be received by Brian Jackson on or before Tuesday, January 30, 2024 at 11:00A.M. EST. No late proposals will be considered.

Preparation Costs

All preparation costs incurred by vendors in responding to this Invitation for Bids are the sole responsibility of the vendor. All documentation submitted to HCC as part of a response to this bid becomes the property of HCC.

Modifications and Withdrawals of Bids

A bidder may correct, modify, or withdraw a bid by written notice received by the College prior to the time and date set for the bid opening. Bid modifications must be submitted by email to Brian Jackson at bjackson@hcc.edu and the subject line must clearly state “Modification to Bid No. 24-03”. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may change any provision of the bid in a manner prejudicial to the interests of the College or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to cancel

The College may cancel this IFB, or reject in whole or in part any and all bids, if the College determines that cancellation or rejection serves the best interests of the College.

Bid Prices

All bid prices submitted in response to this IFB must remain firm for forty-five days following the bid opening.

Unexpected Closures

If, at the time of the scheduled bid opening, the College is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 11:00 A.M. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description

Quantity (2)

Med dispense cart with at least 60 drawers

- Enhanced touch screen with the following system components:
 - Motherboard with Intel® Atom® processor D2550
 - High-reliability LCD with a 4:3 aspect ratio
 - High-resolution, projected capacitance touchscreen
 - Wireless modules, including:
 - o Wireless LAN—IEEE 802.11b/g/n 2.4GHz
 - o Wireless LAN Security—WEP, WPA-PSK, WPA2-PSK, EAP-TLS
 - USB keyboard/keypad
 - 500dpi Lumidigm multispectral fingerprint scanner
 - Barcode scanner
 - Thermal printer
 - UPS (uninterruptible power supply)

Installation, configuration, and training

Warranty

Required Delivery Date: Prior to June 30, 2024

III. Quality Requirements

1. Bidders must provide all items described in Section II: Purchase Description and comply with all Bid Submissions Requirements listed in Section I.
2. Bidders must have been in the business of selling the above-listed supply for a minimum of three (3) years.
3. Bidders must have been a licensed retailer and servicer of the above-listed supplies for a minimum of three (3) years.

IV. References

Please submit a list of three current customers who have had the proposed medication dispensing system installed and operational for at least two (2) years, with contact names and telephone numbers.

V. Rule for Award

The contract will be awarded to the responsive and responsible bidder offering the lowest total price for all items.

VI. Required Forms

HOLYOKE COMMUNITY COLLEGE
303 Homestead Avenue
Holyoke, MA 01040

Request for Proposal - CHECKLIST OF FORMS

REQUIRED FORMS (to be completed and submitted with bid response)

- Additional Environmentally Preferable Products/Practices
- Business Reference Form
- Commonwealth of Massachusetts Contractor Authorized Signatory Listing (notarized)
- Commonwealth of Massachusetts Prompt Pay Discount Form (if applicable)
- Commonwealth Terms and Conditions
- Consultant Contractor Mandatory Submission Form (if applicable)
- Holyoke Community College Standard Conditions and Terms for Bidding
- Massachusetts Substitute W-9 Form – Request for Taxpayer Identification Number and Certification (DUNS number)
- Noncollusive Affidavit (notarized)
- Supplier Diversity Program Plan Form

INFORMATIONAL FORMS (must read and no action required at time of bid response)

- Authorization for Electronic Funds Payment (EFT) (if applicable)
- Operational Services Division – RFR-Required Specifications
- Operational Services Division – RFR Required Specifications for Information Technology
- Operational Services Division – RFR-Other Specifications (form used for Access to Security-Sensitive Information)

FORMS REQUIRED, IF CONTRACT IS AWARDED

- Commonwealth of Massachusetts – Standard Contract Form
- Commonwealth of Massachusetts Standard Contract *Amendment* Form (used if necessary)
- Commonwealth of Massachusetts Change in Contractor Identity Form (used if necessary)
- Executive Order 504 Contractor Certification Form

Submitted by: _____ Company Name (please print)	
_____ Signature	_____ Date Submitted

Business Reference Form

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

The bidder must provide (indicate a number) _____ business references.

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

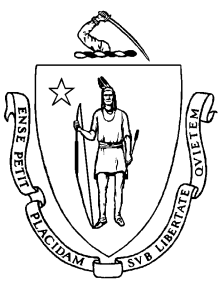
My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH OF MASSACHUSETTS

Prompt Pay Discount Form (Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: _____
Vendor Code (VCUST): _____
Contract/RFR Number(s): _____

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, **whichever is later to** the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
%	10 Days
%	15 Days
%	20 Days
%	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature _____ Date: _____
Contractor/ Bidder Authorized Signatory Print Name and Title: _____



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the**

official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any

written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.



13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in

part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____ (signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W- 9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

CONSULTANT CONTRACTOR MANDATORY SUBMISSION FORM

COMPLETE THE FOLLOWING ONLY FOR CONSULTANT CONTRACTS

(Within HH and NN and UU Object Classes)

Bidder: _____

RFR Name/Title: _____

RFR Number: # _____

Additional Income Disclosure. Pursuant to the provisions of M.G.L. c. 29, s. 29A, the following amounts represent any contracts, grants or other income due from the Commonwealth of Massachusetts, including any political subdivision or public authority, during the period of a contract. You may attach additional sheets as necessary.

Please check if N/A.

Disclosure of Persons with Financial Interest (other than the bidder). Pursuant to the provisions of M.G.L. c. 29, s. 29A and c. 7A, s. 6, the following individuals have a financial interest in a contract and/or with more than one percent (1%) interest in the capital stock of the contractor. You may attach additional sheets as necessary.

Please check if N/A.

Key Personnel. Attach a resume or statement of qualifications for all key personnel specifically named in bidder's response to be assigned to the performance of a contract.

Please check if N/A.

The information submitted herein is certified by the bidder to be accurate under the pains and penalties of perjury.

Signature of Authorized Signatory for Bidder: _____

Title of Authorized Signatory for Bidder: _____

Date: _____

HOLYOKE COMMUNITY COLLEGE

Standard Conditions and Terms for Bidding

All bids must be submitted on the accompanying form or equivalent proposal form. No bid will be entertained unless so made. Late bids will not be considered. Bids must be in the Purchasing Department before the date and time specified on the front of the proposal. Post marks are not considered in determining late bids. The right is reserved to reject any and all bids, to omit an item or items, or to accept any proposal deemed best for the College. Awards may be made on an item by item basis. If a split award is not acceptable, it must be stated prominently on the bid.

Proprietary names are quoted for information only, not to limit competition. If bid is based on similar products deemed to be similar/equal to those quoted, give full information in the bid or in a letter. Bids on items which differ from specifications will, at the discretion of the Purchasing Agent, be rejected unless the manufacturer's name and catalogue number, together with literature and cuts, are furnished with bid proposals.

Please state warranty if applicable.

A vendor winning this award, if the amount is over \$20,000, may be required to enter into a formal contract with the Commonwealth.

BID PRICING

All prices must be submitted on a net basis. Cash, trade, and quantity discounts must be figured in net prices submitted.

BID DELIVERY

Delivery is to be free of charge unless specified elsewhere on this bid.

Materials ordered must be delivered at the places designated for their reception. Deliveries must be strongly packed and marked according to the direction for shipment, without charge therefor, or for cases, crates, baling or sacks.

Inspection will be made at the point of delivery. If material is not in accordance with specifications, it will be returned at vendor's expense.

STATE TAX COMPLIANCE

Bidder must complete and sign the attached statement of state tax compliance. No bid will be awarded without an original signed copy of the tax compliance form attached to bid document. Vendor code number must be filled in, otherwise invoice(s) cannot be processed. Be sure to list all 13 digits of your Massachusetts vendor code number. If you have not been issued a vendor number, enter the nine character federal employer identification number you were issued by the IRS if you employ more than two people. If you employ two or less people, use your personal social security number.

VERIFICATION OF COMPLIANCE

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee, shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of (vendor) which pertain to the performance of the provisions and requirements of this contract or agreement.

REQUIREMENTS FOR SAMPLES

If items' specifications of later terms and conditions call for a sample to be submitted, the award will be made on the basis of the sample. The sample will set the standard of grade and quality to which all deliveries must conform. When the weight or quantity of the sample to be submitted is not stated, the sample may be submitted in the smallest container which accurately represents the article the bidder is proposing to furnish. Only one sample of each article called for under any proposal may be submitted. Any bidder, at his request, will be furnished with the analysis of the sample submitted by him.

All goods must be of the best quality of the grade required. All items coming within the National Pure Food and Drug Act, approved June 30, 1906, must comply with the Act. All goods are subject to inspection at the College and to analysis and comparison with the standard sample at a laboratory of the Commonwealth of Massachusetts. Deliveries will be subject to any regulations or standards established under Federal or Massachusetts laws. Any article which in any way fails to conform to the specifications or to the standard sample upon which the award was made may, at the option of the Purchasing Agent, be rejected and returned to the shipper at his expense, in which case the College shall have the privilege of purchasing in the open market, or otherwise, at the then prevailing price until a satisfactory delivery is made. Any excess in price shall be borne by the bidder securing the contract. In the event that the material has been passed upon by the Purchasing Agent, a penalty will be exacted.

PENALTIES FOR NON-PERFORMANCE

Whenever it is found that the vendor is unable to deliver the quantity called for by the College, the College shall have the privilege of purchasing in the open market, or otherwise, at the then prevailing price, until a satisfactory delivery is made, and any excess in price shall be borne by the bidder securing the contract. In case the work shall not be completed or the goods delivered by the time appointed, the vendor shall pay the College liquidated damages in full compensation for such delay. The sum of fifty dollars (\$50) for each day beyond the time specified for completion of the work or delivery of the goods shall be the amount of the assessment; until said work shall be completed provided that the assessment of liquidated damages or a portion thereof may be waived by the College if the vendor submits evidence satisfactory to the College that work has not been completed by time appointed because of conditions beyond the control of the vendor.

DUTIES OF VENDORS ON NON-DISCRIMINATION

The vendor will comply with the provisions of the Governor's Code of Fair Practices dated January 12, 1966 and Chapter 151B as amended of the non-discrimination laws of the Commonwealth which are herein incorporated by reference and made part of this contract.

The vendor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a

notice advising the said labor union of workers' representative or the vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor will provide all information and reports required by Holyoke Community College or the Massachusetts Commission Against Discrimination on order or instructions issued by them and will permit access to its books, records, accounts and other sources of information and its facilities as may be determined by the Massachusetts Commission Against Discrimination to be pertinent to ascertain compliance with such orders or instructions. Where the information required is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to Holyoke Community College and shall set forth what efforts he has made to obtain the information.

SANCTIONS FOR NON-COMPLIANCE

In the event of the vendor's non-compliance with the nondiscrimination provisions of this contract, the College shall impose such contract sanctions as it may determine to be appropriate including, but not limited to

- a. Withholding of payments to the vendor under the contract until the vendor complies, and/or
- b. cancellation, termination or suspension of the contract in whole or in part.

SECURITY

Holyoke Community College can neither accept nor assume responsibility for the security of the vendor's material nor equipment; which is lost, stolen, or vandalized. The vendor is advised to exert caution in placement and storage of his equipment and material while in use at the College.

OTHER CONDITIONS - THE VENDOR

- May subcontract work only with the approval of the College;
- will fully indemnify and save harmless the College, its officers and employees for his wrongful or negligent acts or those of his employees or subcontractors and from all claims relating to labor performed or material furnished;
- will comply with all laws, ordinances, rules, orders and regulations, national, state and local in his work and give all notices, take out all permits, pay charges, fees, water, and other rates therefor;
- will pay to the College all expenses, losses, and damages incurred in consequence of any defect, omission or mistake of the vendor, his employees or subcontractors;
- will provide only new and good quality materials and warrant that he has full title to all materials, supplies, and equipment used by him in the work;
- will maintain and leave the work site in a clean and orderly condition;
- will at the time of bid, indicate expected time of commencement and completion of work after receipt of purchase order;
- will at the time of bid, submit descriptive literature of proposed item(s);

- will provide Worker's Compensation in accordance with the provisions of Chapter 438, Acts of 1938 during life of contract.

STATEMENT OF STATE TAX COMPLIANCE

Bid

Number

Pursuant to Chapter 233 of the Acts of 1983, section 49A(b),

I, _____, authorized signatory for
(Name and Title)

_____, whose principal place of
(vendor)

business is at _____
(Address)

do hereby certify under the pains and penalties of perjury that

_____ has complied with all laws
(vendor)

of the Commonwealth relating to taxes.

Authorized Signature

Date

Vendor Code Number

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)		
Business name , if different from above. (See Specific Instruction on page 2)		
Check the appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶		
Legal Address: number, street, and apt. or suite no.	Remittance Address: if different from legal address number, street, and apt. or suite no.	
City, state and ZIP code	City, state and ZIP code	
Phone # ()	Fax # ()	Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

DUNS

□□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No Yes If yes, **in compliance with** the State Ethics Commission **requirements**.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here	Authorized Signature ▶	Date ▶
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Purpose of Form
A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one on-line at www.DNB.com under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.

NONCOLLUSIVE AFFIDAVIT

Must be completed and included at Bid Opening

State of _____

County of _____

_____, being first duly sworn deposed and says:

That he/she is a ()Partner ()Officer ()Owner of firm of _____the party making the forgoing proposal or bid; that such proposal or bid is genuine and not collusive or sham, that said bidder has not clouded, conspired, connived or agreed directly or indirectly, with any bidder, or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the bid price of offhand or of any other bidder, or to fix overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Holyoke Community College or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____ Bidder

_____ Title

Subscribed and sworn to before me this _____ day of _____, 20____

_____ Notary Public

My Commission Expires _____



Supplier Diversity Program (SDP) Plan Form

Instructions: Completing all parts of this form is mandatory. Please read instructions in the SDP section of the solicitation. **Complete one form for each Supplier Diversity Office (SDO) Certified M/WBE Partner Business.** For a complete list of certified vendors please go to <http://www.somwba.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>.

Part I Bidder/Contractor Information [Help with Part I](#)

Business Name: _____

Full Address: number, street, and apt. or suite no., city, state, zip

Contact Name:	Phone # () - x	Email address:
Check one of the following if applicable: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> M/WBE <input type="checkbox"/> M/W Non-Profit		Certification Expiration Date If Applicable (copy of the SDO certification letter must be attached):

Part II SDP Partner (Cannot be the same company as the Bidder/Contractor or an affiliate) [Help with Part II](#)

M/WBE Business Name: _____

Full Address: number, street, and apt. or suite no., city, state, zip

Contact Name:	Phone # () - x	Email address:
Check one of the following if applicable: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> M/WBE <input type="checkbox"/> M/W Non-Profit		Certification Expiration Date If Applicable (copy of the SDO certification letter must be attached):

Part III Description of Business Relationship [Help with Part III III](#)

Check a minimum of one of these options that best describe the business relationship between Bidder/Contractor and SDP Partner:

- Subcontract:** include a copy of the written agreement between the Bidder and Subcontractor.
- Ancillary:** include a copy of the written agreement between the Bidder and Ancillary Partner.
- Growth & Development:** enclose plan for education, training, sponsorship, mentoring, resource sharing, and/or other initiatives.

Briefly describe the products and/or services the SDP Partner will provide your business:

Part IV Financial Commitment [Help with Part IV](#)

Provide information on the committed amount (as a percentage of Bidder/Contractor gross revenue derived from this contract or as an exact dollar figure) to be spent with the certified SDP Partner as part of this relationship.

Annual Amount or Percentage	or separately for each contract year	Year 1 Amount or Percentage	Year 2 Amount or Percentage	Year 3 Amount or Percentage	Year 4 Amount or Percentage	Year 5 Amount or Percentage

Part V Past Performance [Help with Part V](#)

Have you had past relationships/spending with this SDP partner **Yes** **No**

If yes, please provide total spending in previous two years \$.

Contract/RFR Document Number:

Sign Here:	Print Name ► _____	Title ► _____
	Authorized Signature ► _____	Date ► _____



Supplier Diversity Program (SDP) Plan Form Instructions

Part I

Bidder/Contractor Information: Business name, full address, contact name, phone #, email address and your SDO certification status, if you have one, i.e. if you are SDO certified, please put in the expiration date of your certification. Please be aware you will not receive additional points based on your certification status. Submit a copy of your SDO certification, if applicable.

Part II

SDP Partner must be a Women Owned (WBE), Minority Owned (MBE) or Minority and Woman Owned (M/WBE) Business Enterprise or Woman Nonprofit (WNP) or Minority Nonprofit (MNP) certified by the Supplier Diversity Office (fka SOWMBA). You must include the partner's business name, full address, contact name, phone #, email address and SDO certification status. You must also submit a copy of the partner's SDO certification. For a complete list of SDO certified vendors please visit their website at www.mass.gov/SDO. Please note that if you are a SDO certified vendor you cannot put yourself as the SDP partner or an affiliate but will be required to partner with another SDO certified business. SDO certified vendors responding to Requests for Response (RFR) are not exempt from this requirement.

Part III

Description of Business Relationship: In this section the prime Bidder/Contractor must provide a description of the business relationship with the SDP Partner. Please refer to the SDP section of the solicitation (RFR) to determine if any of these options are required in your response and to determine how many options you can use for your SDP plan. For example, unless the RFR requires otherwise, you can select Subcontracting and Growth and Development or you can select Ancillary Services and Growth and Development. However, you must select at least one business relationship and provide a description of the services rendered.

- 1) Subcontracting: submit SDP Plan form, a partnership agreement and SDP partner's certification.
- 2) Ancillary: submit SDP Plan form, a partnership agreement (if available) and SDP partner's certification.
- 3) Growth and Development: submit SDP Plan form, growth and development plan (please use a separate sheet) and SDP partner's certification.

Definitions and examples of the three components can be found at:

<http://www.mass.gov/Eoaf/docs/osd/sdo/sdp/subcontracting.doc>

The Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings are located on the SDP website at www.mass.gov/SDP.

Part IV

Financial Commitment: provide the minimum amount you will spend with the SDP partners as a percentage of the gross revenue derived from the contract or an exact dollar amount. If you select the same percentage or dollar amount for each contract year, please input this information in the Annual Amount or Percentage field(s). If the committed amount is different each contract year, input the percentage or dollar amount in the field that corresponds with the appropriate contract year.

Part V

Past Performance: Historical spending with the SDP partner. If you have a previous relationship with this partner provide the total for the past two years

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at:

<http://www.mass.gov/Eoaf/docs/osd/sdo/sdp/20guidance.doc>

Affirmative Action Commitment Statement

(Required for procurements of \$50,000 or more - employers only)

Bidder: _____

RFR Name/Title: _____

RFR Number: # _____

Pursuant to Executive Order 227 and 246, any contract with a potential financial benefit of \$50,000 dollars or more requires a bidder to submit an Affirmative Action Commitment Statement. The format for Affirmative Action Commitments shall be determined in accordance with the Executive Order (s) and the procuring department's secretariat, if the secretariat specifies a format. **If a format has not been specified by the department's secretariat, bidders will be required to complete either A or B below:**

A. BIDDER MUST ATTACH A COPY OF ITS AFFIRMATIVE ACTION COMMITMENTS TO THE RFR RESPONSE.

OR

B. BIDDER MUST COMPLETE THE FOLLOWING CERTIFICATION FOR THEIR AFFIRMATIVE ACTION COMMITMENT STATEMENT.

In witness whereof, the bidder certifies under the pains and penalties of perjury that, as an employer, it is committed to non-discrimination in employment and, if selected to execute contracts with the Commonwealth of Massachusetts, shall also be committed to procure commodities, services and supplies from certified Minority- and Women-Owned Business Enterprises as outlined in their submitted Affirmative Market Program (AMP) Plan Form pursuant to Executive Order 390, including businesses owned by individuals with disabilities and businesses owned and controlled by socially or economically disadvantaged individuals, both in the performance of contracts with the Commonwealth of Massachusetts and in the performance of its business generally, as certified by the execution of the certification by an authorized signatory of the bidder as of the last date indicated below.

X _____
(Signature of Authorized Signatory of Bidder)

PRINT NAME: _____
(Print Name of Authorized Signatory of Bidder)

TITLE: _____
(Print Title of Authorized Signatory of Bidder)

DATE: _____

Additional Environmentally Preferable Products / Practices

Bidder Company Name: _____ Date: _____

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 provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible.

Bidders who can demonstrate such initiatives (referencing, but not limited to, the items listed below) will be eligible to receive evaluation points. In order to receive evaluation points, Bidders **must** complete this form and submit it with their RFR Response.

Bidders **must** submit appropriate documentation to support the items for which the Bidder indicated a "Yes" (and/or include information in the box following each question). *(See page 2 for additional guidance on completing this form)*

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? **(A checkmark indicates "Yes")**

- ____ Use of corrugated materials that exceeds the required minimum of 35% post-consumer recycled content
- ____ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- ____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- ____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- ____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

If yes, documentation of practices must be included in the box below, which will expand to accommodate your response.

2. Business Practices / Operations / Manufacturing

Does the bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? **(A checkmark indicates "Yes")**

- ____ Recycles materials in the warehouse or other operations
- ____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- ____ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- ____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- ____ Other sustainable initiative

If yes, documentation of practices must be included in the box below, which will expand to accommodate your response.

3. Training and Education

Does the bidder conduct/offer a program to train or inform customers of the environmental benefits of the products to be offered under this contract, and/or does the bidder conduct environmental training of its own staff? Yes No

If yes, bidders must attach a description of the training offered and the specific criteria targeted by the training in the box below which will expand to accommodate your response.

4. Certifications

Has the bidder or any of its manufacturers and/or subcontractors obtained any of the following product/industry certifications?

- ____ ISO 14000 or adopted some other equivalent environmental management system
- ____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- ____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

A check = "yes"; Bidders must indicate certificate name in the box below and attach a (scanned) copy with their response.

5. Other Environmental Criteria

Bidders are encouraged to respond to criteria specifically indicated in this RFR as "desirable environmental criteria" to receive consideration in the evaluation. **(Please provide information in the box which will expand to accommodate your response.)**

Purpose of the Form Additional Environmentally Preferable Products / Practices

The Additional Environmentally Preferable Products / Practices form is a standard evaluation tool included with virtually all OSD Requests for Response (RFR) that will result in a Statewide Contract. It applies to the operations of the Bidder (not any manufacturer or other company represented by the Bidder).

Purpose of the Form

The primary purpose for incorporating this language into RFRs is to encourage potential Bidders to adopt business practices that foster a sustainable approach to conducting their operations. Such an approach may include one that has a reduced impact on the environment or public health, such as, but not limited to, creating less waste by using less packaging; eliminating the use substances and/or materials that are considered toxic during the manufacturing process, at time of product use, or upon disposal; or utilizing vehicles in the delivery fleet that operate on alternative fuels for the purpose of reducing air pollution and greenhouse gas emissions.

Other purposes for the form that may be beneficial to the Bidder include:

- The form alerts Bidders to the fact that the Commonwealth considers such initiatives part of the “best value” of a procurement.
- The form provides Bidders with an opportunity to receive “preference” in the evaluation phase of the RFR for the environmental initiatives they have instituted. It is important for Bidders to provide a statement (or other documentation) along with their response to substantiate or better explain how those initiatives are implemented in their operations in order to receive a preference or points.

Guidance on Completing the Form

- 1) **Packaging** – Many forms of corrugated containers now contain 60% or more post-consumer recycled content and are comparable in cost; in addition, several alternatives to using polystyrene as a packaging cushion are now available. Bidders should check with their box manufacturers to learn about the recycled content they use and include information about that in their RFR Response. Companies are also encouraged to research the EPP alternative products and practices indicated on the form and convert to their use wherever possible.
- 2) **Business Operations** – This section refers to things the Bidder does within their own operations to create a smaller “environmental footprint” in the marketplace by reducing the impact of their operations through energy conservation, waste and toxics reduction and other sustainable practices.
- 3) **Training and Education** – If Bidders offer a product or service that involves an environmentally preferable component and they train their staff to inform customers of these features, such training should be mentioned in conjunction with this form to receive credit. If Bidders provide materials (brochures, info on websites, etc.) on the environmental attributes of their products/services, they can also receive credit in the evaluation process if a brief explanation is included with the form. It is preferable if such training materials and other information are included with the Response.
- 4) **Certifications** – Bidders should familiarize themselves with the various certifications for products and processes that are available within the industry in which they operate, with particular attention to those concerning environmental issues. Providing information with the EPP form on such certifications and/or attaching a copy of the actual certificate is important to receive credit in the evaluation process.
- 5) **Other Environmental Criteria** – If Bidders are already doing something indicated in the RFR as a “desirable” criteria and they include a statement with their RFR that they have implemented such measures, this will be considered in the evaluation phase as well. In addition, any initiative undertaken by the Bidder that may be considered an environmental benefit, should be mentioned as part of this section in the RFR.

AFFIRMATIVE MARKET PROGRAM (AMP) PLAN FORM



Affirmative Market Program

Commonwealth of Massachusetts

Pursuant to *Executive Order 390*, any contract with a potential financial benefit of \$50,000 or more requires a bidder to complete sections of this form that apply and include the required attachments for consideration in the scoring of their submission for any contracting opportunity with the Commonwealth of Massachusetts.

Bidders must submit one form for each M/WBE AMP Relationship.

Bidder Name:	
RFR Name/Title:	RFR Number:
Contact Name:	
Phone: () -	Fax: () -
Email address:	
Company Address:	
Is bidder SOMWBA certified? N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Applied for certification <input type="checkbox"/>	

Affirmative Market Program Partner (not bidder)

M/WBE Contact Name:	
M/WBE Company Name:	M/WBE Company Address:
M/WBE Telephone:	M/WBE Email:

AMP Partner's SOMWBA Certification Status. Please Check Only One Per Form:

MBE WBE M/WBE M/W Non Profit Applied for certification

Certification Expiration Date (copy of certification letter must be attached): _____

Check type of business relationship here that applies to AMP Partner and complete appropriate section below (1-5):

- 1. Subcontract: include a copy of the written agreement between the Bidder and Subcontractor.
- 2. Growth & Development: enclose plan for education, training, mentoring, resource sharing, other initiatives.
- 3. Ancillary: submit verbal or written expenditure commitments.
- 4. Past Performance: credit for past expenditures with certified M/WBEs (for previous 2 years).
- 5. Additional Creative Initiatives: further use of at least one certified MBE and one WBE AMP Partner.

1. Please complete this section ONLY if the business relationship is Subcontract (as defined within the scope of the RFR):

Note: All Subcontracting Partnerships **require** a written agreement between bidder & M/WBE that includes a description of all commodities or services to be acquired from subcontractor and to be presented as part of the AMP Plan submission. It is required that bidders commit a specific dollar amount or a minimum percentage of dollars earned through an awarded contract.

Committed Expenditures or Percentage of gross revenues from the contract in Year 1:
Committed Expenditures or Percentage of gross revenues from the contract in Year 2:
Committed Expenditures or Percentage of gross revenues from the contract in Year 3:
Total Committed Expenditures or Percentage of gross revenues from the contract for all years of the Contract: :

2. Please complete this section ONLY if the business relationship is Growth & Development:

Note: Bidders should provide a narrative here that describes your approach in building the capacity of the M/WBE, including deliverables or measurable outcomes and anticipated dates of completion which can be validated during the contract. (Attach additional pages as necessary):

Committed Total Expenditures or Percentage of gross revenues from the contract for each year of the contract:

3. Please complete this section ONLY if the business relationship is Ancillary:

Note: Bidders should provide a description of commodities or services Ancillary AMP Partner will provide (continue on additional pages as necessary):

<u>Committed Expenditures or Percentage of gross revenues from the contract in Year 1:</u>
Committed Expenditures or Percentage of gross revenues from the contract in Year 2:
Committed Expenditures or Percentage of gross revenues from the contract in Year 3:
<u>Total Committed Expenditures or Percentage of gross revenues from the contract for all years of the Contract:</u>
Description of commodities and/or services to be provided by Ancillary Partner:

4. Please complete this section for consideration ONLY relating to Past Performance (or historical spending with certified M/WBEs within the last 2 years):

List Name (s) of Certified M/WBE Vendor (s):	
Circle Certification Status of Vendor (s): MBE WBE M/WBE MNPO WNPO	
Description of all expenditures for commodities or services (attach additional pages as necessary):	
Reporting Year:	Total Expenditure:
Reporting Year:	Total Expenditure:

5. Please complete this section for consideration ONLY relating to any Other Creative Initiatives:

Please provide a description here of any current creative approaches to partnering with certified businesses that further supports the AMP Plan (attach additional pages as necessary):

Certification: I hereby certify under the pains and penalties of perjury that the information provided is correct, to the best of my knowledge:

Signature of Authorized Signatory of Bidder:	Date: / /		
Print Name:			
Title:			
Business Name:	Business Address:		
Total Committed Expenditures or Percentage of gross revenues from the contract for each Year of the Contract (summary of sections 1-3 above).			
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total for all Years</u>