



Request for Response (RFR)

Document Title: Property Management Engineering Services

COMMBUYS Bid#: BD-26-1030-CPO1-CPO1-120977

9/16/2025

Amended 10/10/2025

Section 1.3.4

Section 3.11

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. Bidders are responsible for reviewing and complying with all Bid requirements. Bidders may contact the OSD Help Desk at OSDHelpdesk@mass.gov or at 1-888-MA-STATE for technical assistance with COMMBUYS. The Help Desk is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern time, as applicable, except on [federal and state holidays](#).

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 SST reserves the right to reject unreasonable requests.

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1 INTRODUCTION AND BID OVERVIEW

1.1 Summary Description of Procurement

The Massachusetts Department of Transportation (MassDOT) seeks to contract with a company (Service Provider) to provide comprehensive property management services at the State Transportation Building (the Building), 10 Park Plaza, Boston, MA and MassDOT Haymarket Center, 136 Blackstone St, Boston, MA 02109 (the Managed Facility). From time to time, SERVICE PROVIDER may be required to provide coverage and/or support at regional MassDOT facilities other than the State Transportation Building and Haymarket on a temporary basis at the direction of MassDOT Property Services.

1.1.1 10 Park Plaza

The retail component of the Building, including the first floor, is currently managed by Boylston Properties. The Building garage is managed by Pilgrim Parking. Pilgrim Parking is under contract with Theatre District LLC who is managing on behalf of MassDOT. The selected Service Provider will become MassDOT's agent to coordinate with these parties in addition to maintaining and operating the Building. MassDOT may seek additional related professional services from the Service Provider during the term of the contract that would be subject to additional compensation.

The Building contains approximately 900,000 gross square feet comprised of 1) City Place, the 65,000 square foot privately-developed and managed retail and food service space on the first floor and a portion of the second floor, 2) office and office-related space for state agencies and authorities on a portion of the second floor and floors three through eight, and 3) two underground garage levels of parking. The Building houses a central mailroom, a conference center, the Transportation Children's Center and the property management office.

The Building opened in 1984. On September 12, 1985, the Commonwealth of Massachusetts entered into a 36-year Master Lease with the Theatre District Limited Partnership (now Theatre District Limited Liability Corporation, TDLLC) for development and management of retail and food service space and operation of the parking garage.

1.1.2 Haymarket Center

Haymarket Center is a multi-purpose building that is owned by MassDOT. The building was constructed by the Central Artery/Tunnel ("CA/T") Project for several transportation-related purposes including a highway tunnel ventilation building (Ventilation Building Number 4), a MBTA station (Haymarket Station), ground-floor retail space, office space, and a public parking garage. The property is located at 136 Blackstone Street in the northern section of downtown Boston, between Government Center and the North End, adjacent to the Blackstone Block Historical District; and is bounded by John F. Fitzgerald Surface Road to the east, Hanover Street to the south, Congress Street to the west and New Sudbury Street to the north.

The first floor of the office building contains a 2,100 square foot office lobby with two passenger elevators and a stairway egress, and 28,000 square foot of retail space. The service bay, the sidewalks and plaza are part of the scope of work. There is 45,000 gross square feet of office space in the four office floors. The second and third floors serve as the downtown Boston branch of the Registry of Motor Vehicles. The Registry Customer Service is located on the second floor and currently serves 30,000 customers each month. The Driver Control Unit, which handles license suspension hearings, located on the third floor, additional RMV offices are located on the fourth floor. The fifth floor is currently vacant but scheduled to be utilized during 2025.

The first-floor retail space is occupied by the Boston Public Market as a long-term lease holder. Coordination with the market operations is included in this contract: pest control, work permit, service bay coordination, shared HVAC system, fire panels and infrastructure.

The SERVICE PROVIDER will provide services as requested by the tenants and support the allocation of apportioned services in the billing process.

The Haymarket Garage has 310 spaces and is currently operated by Pilgrim Parking. The maintenance and cleaning oversight of the garage is included in this contract. The garage's two hydraulic elevators are part of the preventative maintenance program implemented by the SERVICE PROVIDER.

The cleaning and maintenance of the MBTA Haymarket Station is not included in this contract.

The operation and maintenance of the mechanical systems includes HVAC, system and building automation (BMS); the plumbing, fire suppression and drainage facilities, the electrical includes lighting, tel-data system, fire

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alarm, elevator, and all exterior lighting, including all entrance areas, lighting on building and exterior signage lighting.

The building will be used during normal business hours and occasionally on a weekend for unusual situations. The SERVICE PROVIDER will be on call for off hours and weekend calls.

1.2 Applicable Procurement Law

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

- 801 CMR 21.00 (Goods and Services)

1.3 Estimated Procurement Calendar

Action	Date
Bid Release Date	9/16/2025
Deadline for submission of written questions through COMMBUYS "Bid Q&A"	10/23/2025
Site Inspection Please see section 1.3.4 for instructions.	10/20/2025 10/22/2025
Official answers for Bid Q&A published (Estimated)	10/28/2025
Training for Online Submission – Contractors that have not previously submitted electronic quotes via COMMBUYS are strongly encouraged to attend training. Register here: https://www.mass.gov/osd-vendor-training	Dates and Times Available: 9/23/2025 1:00pm 10/8/2025 10:00am 10/21/2025 1:00pm 11/12/2025 1:00pm
	Online Webinar: This interactive webcast provides instructions on several activities: Locating and responding to bids; Using the bid Q&A feature; Creating a quote response; Revising a Quote response. Access the webcast here .
Bid Amendment Deadline. Bid documents will not be amended after this date.	10/30/2025
Deadline for Quotes/Bid Responses ("Bid Opening Date/Time" in COMMBUYS)	11/18/2025 3:00pm Late bids will not be considered.
Oral Presentations for Selected Bidder(s) (Estimated)	To be Determined

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Notification of Apparent Successful Bidder(s) (Estimated)	12/18/2025
Estimated Contract Start Date (actual start date will be the contract effective date, which is the date the contract is executed by the parties)	1/12/2026

Note: See Appendix 2, "Instructions for Vendors Responding to Bids Electronically through COMMBUYS" for instructions on how to register for live webinar and additional trainings that may be helpful to prospective bidders.

Visit <https://www.mass.gov/doc/vendor-schedule/download> for additional Instructor-Led Training and Webinar dates.

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

1.3.1 Submission of Bid Questions

The "Bid Q & A" function in COMMBUYS allows Bidders to ask written questions and receive written answers regarding this Bid. To locate the Bid Q & A, log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The "Bid Q & A" button allows Bidder's access to the Bid Q & A page.

All questions must be submitted through the Bid Q & A page. Questions must be asked prior to the [Deadline stated in the Estimated Procurement Calendar](#). The Strategic Sourcing Team (SST) reserves the right not to respond to late questions. Bidders are responsible for verifying that their questions are recorded in COMMBUYS and appear on the Bid Q & A page.

Questions submitted to the SST outside of COMMBUYS will not be answered.

Content entered must be suitable for public viewing. Bidders must not include inappropriate content, including but not limited to, information that could be considered personal, security sensitive, inflammatory, incorrect, or collusive. The SST reserves the right to edit or delete any inappropriate content.

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

1.3.2 Bid Amendment Deadline

Although Bidders may submit quotes any time after the Bid Release Date and prior to the Bid Opening Date, Bidders should ensure that their quotes are based upon the final versions of the RFR and its attachments. Final versions of RFR and its attachments are available after the Bid Amendment Deadline date.

The SST reserves the right to make amendments to the Bid after initial publication. 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 SST 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. At the SST's discretion, the Bid Amendment Deadline may be extended. As stated above, it is the responsibility of the bidder for checking the Bid record in COMMBUYS for revisions and updates.

1.3.3 Oral Presentations/Product Demonstrations

Bidders that qualify must attend interviews/presentations with essential project personnel. Failure of a Bidder to complete a scheduled interview/presentation with or to MassDOT may result in rejection of that Bidder's proposal. MassDOT may conduct site visits of Bidders' and/or references' facilities to clarify or confirm proposal information.

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1.3.4 Site Inspection

Site inspection will be handled by the Director of Property Services on October 20, 2025, and October 22, 2025. It will include both the State Transportation Building and Haymarket location. **Please contact Patrick Butler at 781-378-8039 or Patrick.J.Butler@dot.state.ma.us to schedule.**

1.3.5 Late Bids will not be Considered

Bid responses must be received in full by the bid opening date and time shown on COMMBUYS ("Bid Opening Date/Time", i.e., the Deadline for Quotes/Bid Responses). Proposals received after the deadline will be ineligible for consideration and deemed non-responsive. Each bidder/offeror must submit all required bid response forms electronically through COMMBUYS. When submitting a quote electronically through COMMBUYS, please allow sufficient time to complete any online forms and upload documents. If you are in the middle of uploading your proposal when the deadline is reached, the system will stop the process and you will be unable to submit your Quote. It is recommended that Quotes be submitted as far in advance as possible before the deadline to allow time to obtain assistance from the OSD Help Desk if needed.

1.3.6 Debriefing

The SST will conduct debriefings for unsuccessful Bidders, if requested within 14 calendar days of notification that your Quote has not been selected for an award. Debriefing guidelines will be provided in advance prior to the debriefing.

1.4 Additional Bid Information

1.4.1 Anticipated Contract Duration:

The initial term of this Contract is six (6) years. In addition, this Contract has two (2) options to renew of up to two (2) years each with a maximum possible contract duration of ten (10) years.

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

1.4.2 Estimated Number of Awards

The target maximum number of Contractors is one (1). The SST may award more or fewer contracts, if it is in the best interests of MassDOT to do so.

1.4.3 Contract Renewal

Contract renewals will be offered at the sole discretion of The Department of Transportation. At a minimum, offers to renew will be contingent upon satisfactory contractor performance, compliance with reporting requirements, meeting agreed upon key performance indicators and other performance measures, and adequate sales volume.

1.4.4 Adding Contractors after initial Contract Award

MassDOT and the SST may determine during the life of this contract that additional Contractors are necessary to meet Buyer's needs and/or to obtain additional products or services. Additional Contractors may first be drawn from qualified Bidders which responded to this Bid but were not awarded contracts and/or the Bid may be reopened to obtain Quotes from additional Bidders. Contract reopening will be offered at the sole discretion of MassDOT.

1.4.5 Bidder Response Form

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

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1.4.6 Acquisition Method(s):

Check All Applicable ("X"):	Category
☒	Fee-For-Service
☐	Outright Purchase
☐	Rental (not to exceed 6 months)
☐	Term Lease
☐	License
☐	Other: [specify other, e.g., Tax Exempt Lease-Purchase (TELP)]

1.4.7 Entities Eligible to Use the Resulting Contract

Any contract resulting from this Bid will be open for use by the Issuing Entity Only.

2 BIDDER QUALIFICATIONS

2.1 Company experience

2.1.1 Business background

2.1.2 Years in the industry of the Bid

Bidders must have been in the business of providing Engineering Services for at least the ten (10) most recent consecutive years prior to the [RFR submission deadline](#) (See RFR Section 1.2, Estimated Procurement Calendar).

In the case of companies formed fewer than ten (10) years prior to this date via merger, acquisition or some other means, the SST may consider the experience of all companies involved in the merger or acquisition.

2.2 Employee and/or business technical/business experience, certifications, licenses

2.3 Insurance

Worker's Compensation Insurance

Worker's Compensation Insurance as required by M.G.L. Chapter 152.

Comprehensive General Liability Insurance

The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); Independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. The policy must identify the Department of Transportation as an additional insured or as designated and agreed upon by purchasing eligible entity. This insurance shall be written with respect to all coverage, for not less than the following policy limit: one million (\$1,000,000) per each occurrence and one million (\$1,000,000) aggregate.

Comprehensive Business Motor Vehicle Liability Insurance

The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible, including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicle. Such coverage shall be in accordance with applicable law, including, but not limited to, the automobile insurance regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 per each occurrence; \$1,000,000 aggregate.

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The general liability and motor vehicle insurance required by this RFR may be arranged under single policies for the full limits as set forth above or by a combination of underlying insurance with the balance of the limit amount provided by excess or umbrella insurance policies. All excess or umbrella insurance policies shall follow form, without exclusions or reductions in coverage over the primary liability insurance policy. All policy limits for insurance coverage required by this RFR shall be exclusive of litigation costs and attorney's fees. All policies must state that bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy and must state that the insurer is liable for payment of amounts within any deductible applicable to the policy, with the right of reimbursement by the insured for any such payment made by the insurer.

Certificates should specifically state that MassDOT is named as an additional insured on the automobile liability and general liability policies. The certificate must also state that the coverage is being afforded to the additional insured on a primary and non-contributory basis. Policies required must include or be endorsed as appropriate to provide a waiver of subrogation, waiving all Service Providers rights against MassDOT. The workers' compensation policy must be specifically endorsed as such. An endorsement specifying the additional insured status must be provided to MassDOT. The cost of this insurance must be funded by this Contract. MassDOT is not liable for any loss, damage, or expense caused by or resulting directly from any activities of the Service Provider or its employees and agents. The Service Provider must give MassDOT prompt written notice of any claim threatened or made, or of any suit instituted, against the Service Provider, MassDOT. MassDOT has the right to compromise and defend the same to the extent of their respective interests.

The limits and terms required above are minimum requirements and do not limit the Service Provider's liability

The Service Provider must maintain in effect a performance bond in a form and must be in the same amount as the Management Fee payable to the Service Provider for the duration of the contract. The bond must secure the Service Provider's faithful performance of the Service Provider's obligations under this Contract.

All insurance required of the Service Provider under this Contract must be provided by insurers who are authorized to do business and are in good standing in the Commonwealth of Massachusetts or approved by the Massachusetts Commissioner of Insurance and have a minimum AM Best rating of A-IX unless approved in writing by MassDOT.

The Service Provider must require from subcontractors the same terms and conditions as required by MassDOT for the Service Provider. Limits must be equivalent or appropriate for the scope of work.

2.4 Financial stability including bankruptcy, litigation and contract defaults

2.4.1 Certificate of Financial Good Standing

Bidders must provide a Certificate of Financial Good Standing from the Department of Revenue (DOR). Visit DOR website < enter web address> for more information.

For out of state Bidder: if a certificate from DOR is not available, Bidder must provide documentation/ justification to be reviewed by the SST. The SST reserves the right to request additional information/ clarification.

2.4.2 Bankruptcy, litigation, and contract defaults

Bidders must provide a list of any outstanding contingencies, such as lawsuits or other claims or charges, against the Bidder related to performance of the services sought under this RFR.

2.5 References and reference information and/or requirements

Bidders are required to submit three (3) letters of reference that have utilized your company's services in the category in which you are bidding within the last 3 (three) years immediately preceding the RFR submission deadline.

The SST reserves the right to contact references if needed.

2.6 Company Overview

In the bidding process the SERVICE PROVIDER must submit a company overview of their company. The company overview must contain but not limited to the following topics:

- A cover letter detailing their interest in the RFR and their company's ability to meet the scope of work.

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- A section detailing their company's history and experience regarding the scope of the RFR.
- A listing or resumes for the company's team.
- Examples of the company's experience with buildings using mixed-use office, retail and garage characteristics.
- Any and all additional details as outlined in Section 6 Evaluation Criteria should be included in your company overview.

3 SERVICE SPECIFICATIONS

3.1 Overview

To the greatest degree possible MassDOT intends to contract directly with vendors with active statewide contracts to obtain services for the Building including, without limitation services for cleaning, waste management and security. The SERVICE PROVIDER in coordination with MassDOT Property Services and the Office of Real Estate and Economic Development will manage the work for such vendors, authorize and prepare the electronic payment documents, and then forward to MassDOT Fiscal for final payment. With MassDOT's advance approval the SERVICE PROVIDER may contract for goods and services that are not available under statewide contract. In this case an additional markup would be permitted from MassDOT. The Service Provider in coordination with MassDOT Property Services and the Office of Real Estate and Economic Development will manage the work for such vendors, authorize and prepare the electronic payment documents, and then forward to MassDOT Fiscal for final payment.

For any such goods and services contracted by Service Provider, the contract end dates shall be the same. No such contracts may be executed by Service Provider after Service Provider's contract with MassDOT has expired or been terminated.

The Service Provider must employ a management team responsible for day-to-day operations of the Building that includes but not limited to Chief Engineer, Building Engineer, Facility Manager, Facility Supervisor, and Engineering maintenance staff. and such other positions that are necessary to adequately staff the Building.

The Service Provider will receive a fixed monthly management fee that compensates the Service Provider for all costs it incurs to provide services under the contract.

The Service Provider will be the sole and exclusive manager for the equipment, goods, supplies, furniture, common-area furnishings, and any other articles acquired or held by MassDOT located within the Building; provided, however, nothing will prohibit MassDOT from assigning responsibility for any such equipment, goods, supplies, furniture, common area furnishings, and any other articles to another party. Subject to the limitations set forth in this RFR and any contract entered into with MassDOT, the Service Provider will be authorized to undertake such activities as are necessary to allow the Service Provider to perform the Service Provider's obligations under the contract. The Service Provider will assist MassDOT in preparing, negotiating and in managing all contracts and other agreements for all Building services and all contracts and agreements for construction, maintenance, or repair, in accordance with practices and procedures approved by MassDOT.

The Service Provider will be an independent contractor and not an employee of MassDOT. The Service Provider's employees shall not be considered employees of MassDOT. The Service Provider has no right or authority to commit or otherwise obligate MassDOT in any manner whatsoever, except to the extent specifically provided in the contract. The Service Provider has no right or interest in MassDOT's leasehold estate or the Building or any real estate related thereto, nor any claim or lien with respect thereto, arising out of the contract or the performance of its obligations thereunder. In all respects, the Service Provider must act as MassDOT's fiduciary with respect to the performance of its obligations under the contract.

3.2 Property Management

The Service Provider will be asked to review all Building tenant alteration requests, including the retail space. It is anticipated that the majority of these reviews can be handled/coordinated by the onsite Chief Engineer. If the Service Provider is asked to manage these projects, or contract additional expertise such as architects and engineers, additional compensation would be provided as a reimbursable expense.

3.3 Occupant Space Obligations

The Service Provider must monitor compliance by each Occupant with the provisions and conditions of each Occupancy Agreement. An Occupancy Agreement is between MassDOT and the Occupant for the occupancy of the respective Building space that each Occupancy Agreement identifies Facility Management.

MassDOT requires a high level of Building systems reliability throughout the Building. The SERVICE PROVIDER must maintain all Building systems to ensure that a safe, and comfortable environment is maintained throughout the Building and the exterior property (including without limitation adjacent sidewalks and loading dock areas) at all times.

The SERVICE PROVIDER will serve as the technical equipment and infrastructure expert for all matters pertaining to equipment and systems

The SERVICE PROVIDER will be responsible for the timely coordination and supervision of all maintenance and vendor services, including Preventative Maintenance and Warranty Service.

The SERVICE PROVIDER will troubleshoot Building systems and controls (MEP, BMS), and assist in resolution of issues, facilitate emergency repairs and manage the Building work order system.

The SERVICE PROVIDER must actively participate in disaster and emergency response drills as requested.

The SERVICE PROVIDER shall manage and oversee any services required for the exterior Building property, including but not limited to the maintenance of the catch basins, plaza and sidewalk cleaning, and maintenance.

The Service Provider will be responsible for managing the services of operations and maintenance vendors, janitorial staff (day porters, night porters), internal move services and or supervision of such services, and handyman services. The team will be responsible for dispatching, responding, communicating, and follow-up for various end-user requests within the required timeframe.

The SERVICE PROVIDER will plan and oversee facility management audits to ensure business continuity in critical office environments.

The SERVICE PROVIDER assists in the preparation, negotiations and administration of all contracts and other agreements for all Building services and all contracts and agreements for construction, maintenance, or repair, in accordance with practices and procedures approved by MassDOT.

The SERVICE PROVIDER gathers and reviews data concerning facility or equipment specifications, company and government restrictions and codes, and repair and equipment replacement feasibility. Keeps updated equipment asset inventory, utilizing MassDOT's system.

The SERVICE PROVIDER shall perform a physical verification of all equipment. All building equipment must be labeled. This label should include a bar code or other method of electronic capture. Once identified, all verified equipment must be input and maintained in the CMMS system s within 90 days of the beginning of service. The SERVICE PROVIDER and MassDOT representative shall agree on the labeling process and final list.

3.4 Minor Projects

A Minor Project is not within the scope of the SERVICE PROVIDER; typically, up to \$9,999, would be estimated by the provider and presented for advance approval of non-emergency repairs by the MassDOT Representative. Once approved, the SERVICE PROVIDER would administer the project and report status and schedule to the MassDOT representative. These type projects usually involve the modification to physical building components, i.e.:

- Specialty cleaning or event set-up and take-down
- Movable partition changes (when applicable)
- HVAC modification
- Electrical Distribution
- Floor to ceiling partition changes

3.5 Project Management

The Service Provider will provide Project Management services for MassDOT. It is the intent that these services will be provided on a project by project request basis as approved by the appropriate MassDOT Contract Manager. The Service Provider, their Service Providers and sub-Service Providers shall be responsible for adherence to the MassDOT Performance Guidelines.

Project Management includes, but is not limited to, the following:

- Involvement in design and development of projects, capital improvements, routine repairs and maintenance. Develops budget estimates based on proposed alternatives.
- Provides construction management oversight of vendors completing project work.
- Coordination of construction contractors and building services.
- Coordination and communication with tenants.
- Assesses the feasibility and soundness of proposed engineering and evaluation tests, products, or equipment when necessary data is insufficient.
- Represents the customer to resolve technical problems and to plan and coordinate work.
- Conducts technical evaluations and recommends appropriate and cost-effective solutions.
- Investigates and incorporates new technology to ensure maximum reliability and lowest costs.
- Records and evaluates planned and demand maintenance activities and programs. Observes and evaluates corrective maintenance or repair on equipment.
- Assists mechanics in troubleshooting complex maintenance problems.

3.6 State Equipment, Property and Materials

This building and all the contents therein are part of a publicly owned inventory and must remain so for the duration of the contract. All equipment installed or present at the commencement of the contract or added by MassDOT during the term of the contract is the property of MassDOT and is to be relinquished to MassDOT upon request or termination of the contract. There shall be no addition or removal of any building property without the express written permission of the MassDOT contract administrator. Any SERVICE PROVIDER owned equipment that is permanently installed or affixed to the building shall be approved in writing in advance by the State's contract administrator.

Equipment installed in the building at the direction of the SERVICE PROVIDER shall become the property of MassDOT unless it is removed at the SERVICE PROVIDER's expense at the end of its use/contract. If any such equipment is installed and subsequently removed, the building shall be returned to its original condition at the SERVICE PROVIDER's expense.

3.7 Equipment Maintenance

The SERVICE PROVIDER shall supply a maintenance program supplied for this Statement of Work appropriate to achieve the performance requirements defined in this document. That program shall be submitted to MassDOT for review. Review will compare proposed plan with Factory Mutual and equipment manufacturer's recommendations for methods, activities and frequencies.

3.8 Maintenance Program Review

The maintenance program supplied for this Statement of Work shall be submitted to MassDOT for review and approval within 90 days of contract start date. Predictive maintenance shall be developed in conjunction with preventive maintenance program and also submitted to MassDOT for review and approval.

3.9 Spare Parts Inventory System

All spare parts present at the commencement of the contract are MassDOT property and must be inventoried by the SERVICE PROVIDER within one (1) week of project start. The inventory conducted must be presented to MassDOT for validation and approval. Inventory present at the contract start shall be present or replaced at the contract end unless specifically authorized by MassDOT. Missing inventory shall be replaced at the SERVICE PROVIDER's expense at the end of the contract.

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All parts used in the repair of facility equipment must meet or exceed the specification and requirements of the Original Equipment Manufacturer ("OEM"). Parts installed that fail to meet OEM requirements shall be replaced at the suppliers expense.

While maintaining a critical spare parts inventory is not a requirement of this contract, the lack of parts availability will not relieve the SERVICE PROVIDER from the performance requirements and guarantees stated in the contract. If critical spare parts are needed in inventory to meet customer commitments, then such parts shall per purchased by the SERVICE PROVIDER and stored ready for such use. Parts purchased by the supplier remain the property of the supplier unless they are installed or connected to the building or a building system. Upon installation, all parts shall become the property of MassDOT.

3.10 Disposable Supplies and Materials Inventory

All disposable supplies, materials, and aids required for daily, preventive and periodic maintenance (filters, lubricants, fuses, cleaning agents, etc.) that are present at the commencement of the contract are MassDOT property and must be inventoried by the SERVICE PROVIDER within one (1) week of project start. The inventory conducted must be presented to MassDOT for validation and approval. Inventory present at the contract start shall be present or replaced at the contract end unless specifically authorized by MassDOT. Missing inventory shall be replaced at the SERVICE PROVIDER's expense at the end of the contract.

The SERVICE PROVIDER is responsible for supplying and maintaining sufficient inventory of disposable supplies, materials, and aids required for daily, preventive and periodic maintenance (lubricants, fuses, cleaning agents, etc.)

All materials brought on site are the responsibility of the SERVICE PROVIDER. All materials used in the cleaning, maintenance or repair of facility equipment must meet or exceed the specification and requirements of the OEM. Materials used that to meet OEM requirements shall be replaced at the SERVICE PROVIDER's expense.

All chemicals used must have MSDS information provided and maintained as outlined in 29 CFR 1910.1200 and any other applicable State and Local requirements. HAZCOM records and materials must be available on site at all times for review by MassDOT.

3.11 Staffing and Key Personnel

To fulfill the Service Provider's responsibilities under its contract, the Service Provider must fully staff the buildings as follows:

10 Park Plaza from 7:00 AM – 5:00 PM on weekdays and provide coverage by an Assistant Chief Engineer for all off hours, 24/7.

Haymarket center from 7:00 AM – 3:00 PM on weekdays full time or unless otherwise agreed upon.

The Service Provider must hire, compensate, discharge, supervise, and direct a sufficient number of persons at all times to enable the Service Provider to properly, adequately, safely and economically manage, operate, maintain, and account for the Building and to perform the obligations of the Service Provider pursuant to its contract. Such persons must be employees, independent contractors, or both of the Service Provider and not of MassDOT. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees and independent contractors are the responsibility of the Service Provider acting in all respects as the employer or principal contractor of such persons.

The Service Provider must fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects.

At a minimum, the Service Provider's management team must consist of the following full-time positions:

10 Park Plaza

- Chief Engineer -1 Full Time
- Facility Supervisor -1 Full Time
- Engineer Administrator -1 Full Time

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- Apprentice Engineer – 1 Full Time
- Maintenance Supervisor – 1 Full Time
- Assistant Watch Engineer -5 (24/7) Full Time
- Accounts Payable Clerk -3 Full Time
- Administrative Coordinator -1 Full Time
- Mail Clerk - 2 Full Time
- Administrative Assistant -1 Full Time
- Office Assistant – 1 Full Time

Haymarket

- Building Manager – 1 Full Time
- Assistant Building Manager – 1 Full Time
- Inventory Clerk – 1 Full Time
- Project Manager – 1 Part Time

Prior to filling any position, MassDOT must review and approve candidates assigned to the Building. All candidates must satisfactorily complete a fingerprint-supported criminal history record check administered by the Massachusetts Criminal History Systems Board. MassDOT's review of the annual operating budget will include review of the compensation for staff. Upon review by MassDOT, this and future staffing may be adjusted from time to time.

In addition to overseeing all of its employees and independent contractors, the Service Provider's management team is responsible for day-to-day operations of the Building, including, by way of example only and not limitation, the preparation of monthly operating reports, accounting and bookkeeping, and delivery of common office services. MassDOT requires that these services will be performed on site. On the start date of the contract, the management team will consist of the individuals identified in the Service Provider's proposal as may be amended by written agreement of the parties.

Building parking will be provided for the Property Manager, Chief Engineer, the Assistant Chief Engineers and the Assistant Property Manager; the staff which are on call 24/7.

3.12 10 Park Plaza Personnel

3.13 Chief Engineer Minimum Requirements

- Accredited licensed trade in the areas of electrical, mechanical piping and HVAC or four years of college level course work in business, construction management, engineering, architecture or a related field,
- Working proficiency in all area of commercial mechanical and electrical systems repair, maintenance and installation, including all building systems associated with commercial office complex applications
- Seven years of facility maintenance, lead supervisory experience a plus
- Proficiency in troubleshooting, design and optimization of building automation systems
- Excellent communication skills – demonstrates the ability to articulate technical information to a general audience
- Ability to read and understand construction drawings, plans and specifications
- Ability to organize, implement and direct facility maintenance operations and activities
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Proficient with Microsoft Office
- Valid driver's license
- Ability to conduct field walk-throughs and inspections of all mechanical and electrical systems, to ensure reliable and cost-effective operation
- Ability to use commercial applications of hand and power tools, testing equipment and grounds equipment
- Ability to conduct regular tours of facility
- Ability to be on call duty 24/7 and respond timely by phone and on site as required

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3.14 Assistant Engineer Minimum Requirements

- High School Diploma.
- Minimum of 5 years previous building operations engineering experience.
- Ability to handle multiple projects and make decisions.
- Proficient computer and email skills.
- Holds any necessary/required licenses.
- Must have the ability to complete required safety classes that pertain to specific job duties.
- Ability to be on call duty 24/7 and respond timely by phone and on site as required
- Excellent communication - – demonstrates the ability to articulate technical information to a general audience
- Proven organizational skills
- Strong management and reporting skills
- Proficient with Microsoft Office and electronic work order programs
- Valid driver's license
- Ability to conduct regular tours of facility

4 ADMINISTRATION AND FINANCIAL SERVICES

The Service Provider must notify MassDOT of any information received by the Service Provider, either orally or in writing, that may have a significant impact upon the operation of the Building, including, without limitation, any construction or other activity in the vicinity of the Building that may impact pedestrian or vehicular access to the Building, any utility services to the Building, or any Building systems.

Subject to written approval by MassDOT, the Service Provider must establish written financial, administrative, operating, and internal-controls policies, oversee accounting procedures, and maintain adequate record-keeping systems in accordance with generally accepted accounting practices consistently applied on both a cash and an accrual basis.

For each fiscal year during the Term, the Service Provider must prepare and submit to MassDOT, for MassDOT's written approval, an annual operating budget (the Budget). Within thirty (30) days after the commencement of the initial term, the Service Provider must prepare and submit to MassDOT an annual operating budget in a form approved in writing by MassDOT for the 2026 fiscal year. For subsequent fiscal years during the initial term, as such term may be extended by MassDOT, the Service Provider must submit to MassDOT an annual operating budget in a form approved in writing by MassDOT by such date or dates in advance of the beginning of such fiscal year as MassDOT specifies in writing. After enactment of the budget for each fiscal year, the Service Provider must submit the Budget to MassDOT for written approval. MassDOT has a right of written approval as to each Budget submitted by the Service Provider with such modifications as may be made by MassDOT, or a right of written disapproval as to each such Budget, all in MassDOT's sole discretion. If MassDOT disapproves in writing a proposed Budget, the Service Provider, within seven (7) days of such written disapproval, must submit a revised proposed Budget. The process described in the preceding sentence must be repeated until MassDOT approves such Budget in writing.

The Service Provider must promptly inform MassDOT of each major increase in expenses or new expenses that were not foreseen during the Budget preparation period and were therefore not reflected in the Budget. For the purpose of this duty, "major increase" means an increase of at least ten percent (10%) or Five Thousand Dollars (\$5,000.00) in any line-item. The Service Provider and MassDOT acknowledge that certain operating expenses may be difficult to estimate (e.g., expenses that are dependent upon weather, such as energy consumption or snow removal); therefore, adjustments among individual budget line-items that do not alter the total maximum obligation of the contract will be permitted upon the prior written approval of MassDOT, provided, however, such prior written approval is not required for any such adjustments where, in the Service Provider's reasonable judgment, such prior written approval is unfeasible because such adjustment is necessary to alleviate an immediate threat to the health, safety, or welfare of persons or property (including, by way of example only and not limitation, the Building, the Building's occupants, and the data stored within); provided further that any such adjustment must not exceed the amount necessary to pay the additional cost to alleviate such threat in order to preserve and protect such persons or property. The Service Provider must give MassDOT notice of the circumstances requiring each such Budget adjustment and of the Service Provider's course of action as soon as practicable, but in no event later than the beginning of the next business day after it is determined by the Service Provider, using all diligent efforts, that such adjustment of the Budget is necessary.

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The Service Provider must collect all revenues and reimbursements due from the operations of the Building on a timely basis and deposit the same to the bank account (State Account) that is maintained by the Commonwealth at Bank of America, Boston, Massachusetts (or at such other bank as may be specified in writing from time to time by MassDOT), within one (1) working day. Copies of all checks, fund transfers, and deposit slips received by the Service Provider must be provided to MassDOT on a monthly basis. The Service Provider has no right whatsoever to draw on the State Account. MassDOT will sweep funds from the State Account from time to time.

4.1 Performance Discrepancies

The SERVICE PROVIDER's management is to meet regularly with MassDOT site representative to review service and supervisor's performance. Building walk-throughs may take place during these meetings. Proven discrepancies are to be corrected within 48 hours or at the earliest possible time approved by MassDOT representative. Discrepancies which could cause business interruption, threat to personal and building safety and any other situation termed "critical" by MassDOT representative are to be acted upon immediately by the SERVICE PROVIDER.

4.2 Business Reviews

Business reviews shall be required and prepared by the Service Provider on a specified frequency and format. These reviews will cover performance categories included within this specification following the TQRDCE (Technical, Quality, Response, Delivery, Cost, Environment) format when requested. This information will be utilized for reference and benchmarking across by MassDOT. The meetings are to be attended by various levels of MassDOT managers and the designated Service Provider representatives based on the subject matter.

4.3 Monthly

The SERVICE PROVIDER must develop and submit to MassDOT financial reports in a form approved by MassDOT which can include, but is not limited to: executive summary, balance sheets, statements of income and expenses, year to date budget-comparison and variance reports and general ledgers. MassDOT may request additional reports if necessary to meet its obligations as Building owner.

4.4 Annual

Annual TQRDCE review meetings will be held. These meetings are to be attended by the Service Provider senior management and, if applicable, regional and national management. This review will follow the TQRDCE format and leverage the quarterly review information.

4.5 Operations Review

Vendors are responsible for compliance with all contract reporting as required by the contract.

Within forty-five (45) days of the commencement of the contract and on a monthly basis thereafter, all records, reporting, and trending formats shall be provided to the MassDOT representative. The Service Provider's Site Manager shall meet and review this report with the MassDOT representative. Minutes of the review shall be kept as part of the report and any identified follow up actions shall be reviewed as part of the following monthly meeting as applicable.

Reporting dates will be determined by the MassDOT representatives in conjunction with the Service Provider. All reports must be broken down by category as defined by MassDOT. Reporting to include but not be limited to the following:

- Executive Summary
- Safety Issues and Review
- Demand Work Order volume/performance
- Demand Work order completion data
- Scheduled maintenance performance and completion data
- Future scheduled maintenance
- Organizational Chart
- Site Operational Activities
- Environmental, Health and Safety (EHS) Overview
- Others as to be determined by local MassDOT team/Service Provider team

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4.6 Inspections and Policy Adherence

Inspections and policy adherence shall include but not be limited to:

- Service Provider will be responsible to assist with building/location inspections and Service Provider Reporting Requirements as performed by MassDOT insurance carriers, government agencies, and parties approved by the MassDOT representative.
- Service Provider will be responsible for adhering to MassDOT policies, reporting requirements, and documentation as they relate to contracted services and projects at MassDOT (e.g., following MassDOT's incident reporting policy for damage to a MassDOT asset).

4.7 Review Meetings

It is expected that in addition to monthly site specific meetings, a semi-annual and annual regional and corporate participation will be included. Agenda items to be reviewed, but not limited to the following, will include:

- Program Elements & Contract Specifications
- Prior Review Action Plan
- Performance Evaluation
- Financial Summary
- Accomplishments
- EISS Survey/Comments
- Program Issues
- Goals and Action Plans
- Program Summary
- Others TBD

4.8 Management Fee, On-site Office

The Service Provider will be paid by MassDOT, in arrears, a fixed monthly management fee in accordance with the Bid Response Form, as it may be adjusted prior to contract signature by written agreement of the parties. Said management fee fully compensates the Service Provider for the Service Provider's full and faithful performance of all of the Service Provider's obligations under the contract for which the Service Provider is not otherwise entitled to separate payment under the provisions of this RFR. The Service Provider will prepare and submit to MassDOT a monthly Payment Voucher for the Service Provider's monthly management fee. Payment will be sent to the Service Provider for the management fee within forty-five (45) days of receipt of the invoice.

The management fee compensates the Service Provider for all of the costs the Service Provider incurs in providing services under the contract, including, but not limited to, general overhead expenses, salaries and other expenses incurred with respect to the Service Provider's employees and independent contractors (except for on-site personnel as specified below), all accounting services, including the cost of providing accounting information and reports to MassDOT with respect to the Building, the cost of all office supplies and office equipment used or consumed by the Service Provider, all travel expenses, telephone charges, and utility costs. Notwithstanding the foregoing, the Service Provider is entitled to charge MassDOT as an operating expense (i) the Service Provider's actual and reasonable cost of operating the management office located in the Building, and (ii) all or a proportionate share of the actual and reasonable cost of on-site personnel employed by Service Provider; provided, however, that in each case: (1) the aggregate amount charged for any period must not exceed the amount approved in writing by MassDOT for such period; (2) such costs otherwise must be consistent with the budget approved in writing by MassDOT; and (3) in the case of the Service Provider's onsite office expenses, the Service Provider's chargeable expenses must be limited to costs associated with the management office located from time-to-time by MassDOT at the Building, the Service Provider acknowledging MassDOT's right to relocate the management office in MassDOT's sole discretion. The proportionate share (the Proportionate Share) of the costs of salary and benefits of the management and maintenance personnel referenced as operating expense (ii) in this paragraph must reflect the actual time spent by such personnel on management and maintenance of the Building, and not on unrelated matters.

The Service Provider must maintain throughout the term of this Contract an office at the Building, the size and location of which MassDOT designates. MassDOT will provide adequate furniture and equipment for such office.

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Title to such furniture and equipment remains with MassDOT.

4.9 Emergency Response

The Service Provider shall provide 24/7 emergency response as requested for emergency events outside of normal business hours. These hours will be considered in excess of contracted hours. Compensation will be as "extra" and in accordance with an agreed upon rate schedule.

4.10 Hours of Coverage and Overtime Costs

The SERVICE PROVIDER shall be responsible for 24/7 coverage of all building systems within the Statement of Work. Any overtime/call-in costs associated with these systems shall be considered part of the Statement of Work.

4.11 Certification, Licensing and Training of Labor

The SERVICE PROVIDER shall provide labor, both on staff and sub-contract, that has all required and appropriate certifications and training in all facets of assigned responsibilities, including factory training when appropriate (Examples include HVAC chillers, building automation controls, elevators, fire sprinklers and alarms). In the proposal, identify all positions that will be supplied with licensed, factory trained and certified personnel.

4.12 Emergency Contracts

SERVICE PROVIDER to contact MassDOT Property Services.

Emergency Contracts

Regulation 801 CMR 21.05(3) recognizes that unforeseen circumstances may require departments to procure commodities or services on an emergency basis. Some reasons for emergency procurements include:

- The avoidance of harm to the government
- The provision of mandated services
- The provision of services or commodities for the health, welfare or safety of persons
- The prevention of property damage

Whenever possible, MassDOT Property Services should make an effort to shop around for competitive prices or quotes for the emergency procurement.

MassDOT Property Services should enter into emergency contracts for only the period necessary to alleviate the immediate risk of harm, damage or danger. In certain circumstances, removal of clients receiving services through emergency human and social service contracts may be clinically contraindicated or could negatively impact clients. In those cases, departments may establish emergency contracts for a period of time consistent with the needs of the individual(s) served.

MassDOT Property Services is cautioned that extending emergency contracts to include other items that are not related to the immediate solution of the emergency is not appropriate. For example, an emergency contract to repair or replace a broken pipe should not be extended to include fixing other pipes or plumbing unrelated to the emergency or which present no emergency threat. Non-emergency goods and services need to be covered under a standard competitive procurement.

MassDOT Property Services is required to execute a contract with the entity selected to perform the contract. SERVICE PROVIDER should execute the appropriate version of the MassDOT Terms and Conditions as well as a MassDOT Standard Contract Form as soon as possible after the need for the emergency commodity or service has arisen.

Note: OSD has compiled a reference guide of existing statewide contracts that could be used in an emergency that requires a specific commodity or service. That booklet, Emergency Response Supplies, Services and Equipment, is available on OSD's website under Publications and Reports.

4.13 Requirements at Contract or engagement termination

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All books, records, contracts, files, handwritten datasheets and/or any other information and correspondence relating to the Building are the sole property of MassDOT. All data contained in the CMMS program is the property of MassDOT and is to be turned over in a usable nonproprietary format upon request or termination. On the date on which the contract terminates (the Termination Date), the Service Provider must deliver to MassDOT all such books, records, contracts, files, and correspondence.

Service Provider recognizes that the services under the contract are vital to MassDOT and must be continued without interruption and that upon the expiration or termination of the contract, or in the event of the filing by Service Provider of a petition for protection under any provision of the U.S. Bankruptcy Code or the failure of Service Provider to promptly discharge an involuntary petition filed against it under the U.S. Bankruptcy Code, a successor, either MassDOT or another contractor, may continue them. Service Provider agrees to furnish phase-in training and exercise its best efforts and cooperation to effect an orderly and efficient transition to successor.

Service Provider shall upon MassDOT's written notice, furnish phase-in, phase-out services for up to ninety (90) days after the contract expires or terminates or in the event of the filing of bankruptcy petitions as provided above, and negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required, which will include, if applicable, data migration onto any applicable third party system. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to MassDOT's approval. Service Provider shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the contract are maintained at the required level of proficiency.

Service Provider shall allow as many personnel as practicable to remain on the project to help the successor maintain the continuity and consistency of the services required by the contract. MassDOT agrees the above transition services are not incorporated into the fixed price under the contract. Both parties therefore agree to work together in good faith to determine fair compensation for these additional services using the rates provided in the contract.

4.14 Records, Services and Charges

Immediately upon termination of this Contract for any reason, the Service Provider must deliver to MassDOT or to any person designated by MassDOT all records, contracts, occupancy agreements, receipts for deposits, and other papers or documents, whether in writing or electronic form, that pertain to the Building. If an Occupant requires any special or additional services with respect to the operation of the Building, which may include, without limitation, additional utilities, security services, or janitorial services, the Service Provider must assist Occupant in obtaining such special or additional services.

The Service Provider must fix, revise and promptly collect rates, fees, rentals, and other charges that arise out of contracts and agreements, or that may be charged for the use of the facilities within the Building or associated areas. All rates, fees, rentals, and other charges and all adjustments to it are subject to MassDOT's prior written approval.

4.15 Procurement of Contracts for Building Services – Utilizing Statewide Contracts

The Service Provider must use Commonwealth Statewide contracts, whenever available, to purchase Trade work, goods or services on MassDOT's behalf, as needed pursuant to the contract whenever possible. Information is available regarding statewide trades contracts at <https://www.mass.gov/info-details/tradespersons-contract-user-guides>.

4.16 Subcontracting Policies

Notwithstanding anything in this Contract to the contrary, all subcontracts entered into by the SERVICE PROVIDER under this contract must be approved by MassDOT. All procurement documents and subcontracts including, without limitation, the identity of the subcontractor, are subject to prior written approval by MassDOT. All subcontracts must be in the name of and executed by the SERVICE PROVIDER, be assignable, at MassDOT's option, must require that all subcontracts provide evidence of the insurance required by this contract and must be within the scope of this contract.

Utilizing Statewide Contracts

To purchase goods or services as needed pursuant to this Contract, MassDOT will utilize Commonwealth Statewide contracts, whenever available. Commonwealth statewide contracts may be used only to purchase goods or services that are provided in or for the Building and may not be used elsewhere or otherwise. The SERVICE PROVIDER will

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oversee, coordinate and manage these contracts.

To procure Trade work the SERVICE PROVIDER is to utilize the following OSD Trades contracts:

[TRD01](#) - Boilers; Drains; Electrical; Fencing; General Contracting; Generator/Turbine; Glass/Window/Doors; HVAC/Sheet Metal; Painting; Plumbing, Repair Services Statewide Contract (*Updated: 09/07/17*)

[TRD02](#) - Asphalt Paving; Carpentry; Excavation; Masonry; Septic Services Statewide Contract (*Updated: 12/28/17*)

[TRD03](#) - Elevator; Exhaust Services; Fire Prevention; Fire Suppression; Overhead Doors; Signage; Welding Services Statewide Contract (*Updated: 01/24/18*)

The SERVICE PROVIDER may apply a negotiated mark-up of actual statewide-contract price and must identify on all invoices each pass-through cost for goods, services, or both that were purchased from a Commonwealth statewide contractor. The SERVICE PROVIDER must report on a quarterly basis the respective amounts paid for goods, services, or both that were purchased from each Commonwealth statewide contractor.

SERVICE PROVIDER to contact MassDOT Property Services.

4.17 Procurement of Contracts for Building Services

When goods or services are not available on statewide contract, the Service Provider will prepare, negotiate, and administer all contracts and other agreements for all goods or services that the Service Provider provides pursuant to the contract, with the agreed upon markup. For any such contract, Service Provider must conduct a competitive procurement in accordance with the Commonwealth's procurement requirements.

4.18 Alterations and Modifications

MassDOT will review and approve all alterations and modifications to occupied space that is requested by an Occupant under an Occupancy Agreement. The Service Provider is responsible for developing and maintaining an up to date Building Standards Manual for the Building in cooperation with and subject to the approval of MassDOT and for overseeing all alterations and modifications requested by an Occupant of the Building. The Service Provider's responsibilities in this regard include, by way of example only and not limitation, the following:

- The Service Provider must review all plans and specifications for proposed Occupant or Occupant-requested alterations and modifications for conformance with applicable public-safety and building codes, and with the base-building systems and Building standards.
- The Service Provider at all times shall keep the location free from accumulation of waste material or rubbish caused by its operation. At the completion of Service Provider's work, or at intervals established by the MassDOT representative, the Service Provider shall remove all waste material and rubbish from and about the job location as well as all tools, machinery and surplus material.
- All waste materials shall be disposed of in a manner preapproved by MassDOT. All work shall leave the work location heap-filter vacuum-clean.
- Waste materials will be required to be deposited in designated locations on the site for disposal by MassDOT. Service Provider will be responsible for the waste management, transportation and final disposition of waste materials in accordance and consistent with federal, state and municipal statutory law and regulations and environmental regulation. MassDOT's waste management method preference by priority include to first explore diverting waste from landfill into a recycling and reuse management method, i.e., office building and consumer recycling programs or composting; second, diversion to distribution and treatment facilities, i.e., waste to energy facilities and, lastly, disposal in landfills for final disposition.
- The Service Provider must facilitate the implementation of Occupant-requested alterations and modifications by making appropriate arrangements for, by way of example, the freight elevator and loading dock, additional cleaning, and additional trash removal. The Service Provider must bill any additional cost of such arrangements at the Service Provider's cost without markup directly to the Occupant requesting such alterations or modifications.
- The Service Provider shall not cause any environmental incidents or violations. MassDOT will be responsible for administering all environmental permitting. The Service Provider is responsible for complying with all applicable Federal, State and Local environmental and safety requirements in addition to MassDOT's EHS requirements.
- The Service Provider must monitor implementation of Occupant-requested alterations and modifications to

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ensure that all necessary permits have been obtained to ensure the integrity of base-Building systems and equipment; the Service Provider must keep records of all such permits.

- The Service Provider must consult with the Occupant concerning space requirements and proposed alterations and modifications.
- The Service Provider must maintain a hardcopy and an electronic copy of plans of the base Building and of Occupant and Occupant-requested alterations and modifications, and must ensure that MassDOT receives updated plans of all alterations and modifications in AutoCAD.
- All alterations and modifications requested by an Occupant must be without any cost whatsoever to MassDOT.

4.19 Vendor Quality Management

Service Provider shall conduct periodic vendor performance reviews to ensure performance expectations are being met. Where the vendor performance does not meet established performance expectations, Service Provider shall provide remedies including but not limited to supplier replacement.

4.20 Vendor Termination

MassDOT retains the right at all times, to require the Service Provider to terminate any vendor/sub-contractor under contract with the Service Provider to provide services to the Building. Such termination may or may not be for cause. Termination based upon public safety or legal violations shall be immediate and without notice.

4.21 Vendor Cost Management

Costs of services shall be negotiated by Service Provider to achieve best value. Contracts shall be reviewed with MassDOT before executing.

4.22 Manuals, Drawings, Specifications Library

This Service Provider will be responsible for review of O&M manuals, engineering drawings and specifications (provided) and associated research, to develop the comprehensive operations, maintenance and repair program.

The Service Provider will maintain the current library of all applicable O&M manuals, drawings, etc., unless waved by MassDOT.

4.23 Maintenance Shutdowns

The Service Provider shall notify MassDOT seventy-two (72) hours before all warranty and/or unscheduled - scheduled maintenance shutdowns and obtain MassDOT's prior approval. Shutdowns shall be performed so as to minimize negative impact on Building operation. In all cases a MassDOT representative must be informed immediately and approve the actions. Capital Improvements

At the discretion of MassDOT, the Service Provider also is responsible for managing and overseeing (including, by way of example only and not limitation, monitoring and managing the design and construction of) each Capital Improvement costing One Hundred Thousand Dollars (\$100,000.00) or less. MassDOT may assign, in writing, responsibility for management and oversight of a Capital Improvement costing in excess of One Hundred Thousand Dollars (\$100,000.00) to the Service Provider. The Service Provider must give written notice to MassDOT of any repairs or any Capital Improvement that the Service Provider deems necessary. The Service Provider also must act on behalf of MassDOT and deal directly with the contractor or manufacturer with respect to those repairs that are under warranty. With respect to any matter concerning the initial development, construction, or both of the Building, the Service Provider acts in a fiduciary capacity on behalf of MassDOT in protecting MassDOT's interests. It is expected that the Chief Engineer and Service Provider management will support MassDOT with capital projects as part of their regular workday. If additional technical assistance is required (e.g., architects, engineers, or after-hours support), this will be considered a reimbursable expense.

4.23.1 Executive Order 515, Establishing an Environmental Purchasing Policy

In 2009, [Executive Order 515](#), establishing an Environmental Purchasing Policy for Executive Departments, was signed. View the Environmentally Preferable Products (EPPs) Procurement Program General Information, Requirements and Guidance for detailed information about the program at <https://www.mass.gov/doc/epp-general-information-requirements-and-guidance/download>.

Bidders should also be aware that in 2021, Senate Bill 9 - An Act Creating a Next Generation Roadmap for RFR Property Management Engineering Services COMMBUYS BID NUMBER BD-26-1030-CPO1-CPO1-120977 Page

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Massachusetts Climate Policy was signed to achieve Net Zero emissions in 2050 and furthers the Commonwealth's efforts to combat climate change and protect vulnerable communities. The full Act may be viewed at <https://malegislature.gov/Bills/192/S9>. In 2021, Executive Order 594, Leading By Example: Decarbonizing and Minimizing Environmental Impacts of State Government, was signed. EO594 requires all eligible state agencies to assess and implement strategies to mitigate greenhouse gas emissions and other environmental impacts when planning for and executing projects related to the design, construction, operations, and maintenance of state facilities, and the procurement of goods and services, including vehicles. View EO594: Leading By Example requirements at <https://www.mass.gov/executive-orders/no-594-leading-by-example-decarbonizing-and-minimizing-environmental-impacts-of-state-government>.

4.24 Pricing

4.24.1 Best and Final Offers

MassDOT reserves the right to request a Best and Final Offer (BAFO).

4.24.2 Contract Renewal Pricing

Proposals for price changes may only be presented during renewal options. SERVICE PROVIDER will provide supporting documentation from the manufacturer justifying price changes for MassDOT to consider. Any price changes shall be negotiated and mutually agreed upon by MassDOT and SERVICE PROVIDERS. If approved, the new prices shall be firm for the contract extension period. Proposals must be received a minimum of 45 calendar days prior to the contract anniversary or extension date. Proposals for price adjustments must include:

Any annual escalations for any extension period will be limited to the Consumer Price Index (CPI)

- Documented price increase from manufacturer
- Copies of business publications, market quotations, or the trade journals generally recognized as representative of the trade or industry that indicate market trends for the Contract Commodities
- Copies of old and new price lists, if applicable, reflecting price changes
- Other documentation as requested by the Contract Manager to verify and explain the increase

MassDOT reserves the right to negotiate pricing and vehicle specifications at any time during the contract period so long as it is in the best interest of MassDOT. MassDOT reserves the right to request additional information and/or to reject any requested price increases, which is deemed excessive. MassDOT shall have the final determination in approval of pricing changes.

4.24.3 Prompt Pay Discount

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

Bidders must submit agreeable terms on the Prompt Payment Discount Form, included on the Bid, unless otherwise specified by the SST. The SST will review, negotiate, or reject the offering as deemed in the best interest of the Commonwealth.

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

4.24.4 Authorized Price Changes

After the first year the contract has passed, adjustments to personnel rates may be requested in writing by the SERVICE PROVIDER with appropriate justification for approval by the SST. Personnel rates may only be marked up by the SERVICE PROVIDER at a maximum of 8% for the duration of the contract. All personnel rate increases are expected to hold for minimum of twelve (12) months from the time of approval by the SST. Any request must be supported by written evidence documenting the change in costs and be submitted two (2) months before the yearly anniversary of the contract.

Additional costs for material or other expenses can be made after the first year the contract has passed in writing

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by the SERVICE PROVIDER with appropriate justification for approval by the SST. Any request must be supported by written evidence documenting the change in costs and be submitted two (2) months in advance of any proposed increase for costs not related to staff.

5 SUPPLIER DIVERSITY PLAN (SDP)

5.1 Program Background

Pursuant to, [Executive Order 599](#) the Commonwealth's [Supplier Diversity Program](#) (SDP) promotes business-to-business relationships between awarded Contractors and diverse businesses and non-profit organizations ("SDP Partners") certified or recognized by the [Supplier Diversity Office](#) (SDO).

All Bidders and Contractors are strongly encouraged to create a profile on the SDO's [Supplier Diversity Hub](#) to access the Commonwealth's supplier diversity resources and tools.

5.2 Financial Commitment Requirements

All Bidders responding to this solicitation are required to make a meaningful financial commitment ("SDP Commitment") to partnering with one or more SDO-certified or recognized diverse business enterprise or non-profit organization. This SDP Commitment must be expressed as a percentage of any contract sales resulting from this solicitation that would be spent with the SDP Partner(s).

After contract award (if any), the Total SDP Commitment shall become a contractual requirement to be met annually on a Massachusetts fiscal year basis (July 1 – June 30) for the duration of the contract. The minimum total SDP Commitment acceptable in responses to this solicitation shall be 1%. Bidders shall be awarded additional evaluation points for higher SDP Commitments.

No contract shall be awarded to a Bidder without an SDP Commitment that meets the requirements stated herein. This requirement extends to **all** Bidders regardless of their own supplier diversity certification.

5.3 Eligible SDP Partner Certification Categories

SDP Partners must be business enterprises 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)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LBGTBE)

5.4 Eligible Types of Business-to-Business Relationships

Bidders and Contractors may engage SDP Partners in the following two ways:

- **Subcontracting**, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.
- **Ancillary Products and Services**, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor's contract with the Commonwealth but may be related to the Contractor's own operational needs.

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Other types of business-to-business relationships are not acceptable under this contract. All provisions of this RFR applicable to subcontracting shall apply equally to the engagement of SDP Partners as subcontractors.

5.5 Program Flexibility

The SDP encompasses the following provisions to support Bidders in establishing and maintaining sustainable business-to-business relationships meeting their needs:

- SDP Partners are **not** required to be subcontractors.
- SDP Partners are **not** required to be Massachusetts-based businesses.
- SDP Partners **may be changed or added** during the term of the contract if the Contractor continues to meet its SDP Commitment.

5.6 SDP Plan Form Requirements

All Bidders must complete the SDP Plan Form included in this solicitation and attach it to their bid response. In addition to proposing an SDP Commitment, each Bidder must propose one or more SDP Partner(s) to utilize to meet its SDP Commitment. Certified diverse Bidders may not list their own companies, or their subsidiaries or affiliates, as SDP Partners and may not meet their SDP Commitment by spending funds internally or with their own subsidiaries or affiliates.

Bidders may propose SDP Partners that are:

- **Certified or recognized by the SDO:** Such partners appear in the [SDO Directory of Certified Businesses](#) or in the [Veteran Small Business Certification \(VetCert\)](#) directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor's SDP Commitment.
- **Not yet certified or recognized by the SDO:** Such partners must be certified in eligible categories by a third-party certification body, such as another city or state supplier diversity certification office, the [National Minority Supplier Development Council](#), the [Women Business Enterprise National Council](#), [Disability: IN](#), or the [National LGBT Chamber of Commerce \(NGLCC\)](#), but not listed in the above-mentioned directories. Self-certification is not acceptable. While Bidders may list such proposed SDP Partners on their SDP Plans, spending with such partners will **not** contribute to meeting the Contractor's SDP Commitment unless they apply for and are granted SDO supplier diversity certification or recognition. If proposed SDP Partners do not receive SDO supplier diversity certification or recognition, then the Contractor must find alternative SDP Partners to meet their SDP Commitment.

It is the responsibility of the Contractor to ensure that their proposed SDP Partners obtain such certification or recognition by the SDO after contract award (if any). The issuing department and the SDO will not conduct outreach to proposed SDP Partners to ensure their certification. Furthermore, no guarantee may be made that a proposed SDP Partner will be certified, or regarding the time it may take to process a proposed SDP Partner certification. Contractors may direct partners to the SDO's homepage, www.mass.gov/sdo and the [Certification Self-Assessment Tool](#) for guidance on applying for certification.

It is **desirable** that Bidders provide an SDP Focus Statement that describe the bidder's overall approach to increasing the participation of diverse businesses in the provision of products and services under this proposal/contract (subcontracting) and in the bidder's general business operations (ancillary products and services). Such a description may include but not be limited to:

- A clearly stated purpose or goal.
- Specific types of diverse and small businesses targeted.
- Which departments/units within the business are responsible for implementing supplier diversity.
- Types of opportunities for which diverse and small businesses are considered.
- Specific measures/methods of engagement of diverse and small businesses.
- An existing internal supplier diversity policy.
- Public availability of the Bidder's supplier diversity policy.

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It is also **desirable** that Bidders use the SDP Plan Form to describe additional creative initiatives (if any) related to engaging, buying from, and/or collaborating with diverse businesses. Such initiatives may include but not be limited to:

- Serving as a mentor in a mentor-protégé relationship.
- Technical and financial assistance provided to diverse businesses.
- Participation in joint ventures between nondiverse and diverse businesses.
- Voluntary assistance programs by which nondiverse business employees are loaned to diverse businesses or by which diverse business employees are taken into viable business ventures to acquire training and experience in managing business affairs.

5.7 Evaluation of SDP Forms

To encourage substantial Bidder supplier diversity initiatives and commitments as measures valuable to the Commonwealth, at least 25% of the total available evaluation points for this bid solicitation shall be allocated to the evaluation of the SDP Plan submissions. Because the purpose of the SDP is to promote business-to-business partnerships, the Bidders' workforce diversity initiatives will not be considered in the evaluation.

5.8 SDP Spending Reports and Compliance

After contract award, Contractors must submit reports at least annually to demonstrate compliance with the agree-upon SDP Commitment. To submit SDP spending reports using the Hub, Contractors must create a profile in the Hub. Contractors must follow report submission instructions from the issuing department and the SDO. This reporting is in addition to the quarterly requirements mentioned in the section labeled "Reporting Requirements and Due Dates" of this document.

SDP Spending Compliance

Only spending with SDP Partners that appear in the [SDO Directory of Certified Businesses](#) or in the [Veteran Small Business Certification \(VetCert\)](#) directory shall be counted toward a Contractor's compliance with their SDP Commitment.

Spending with SDP Partners that do not appear in the directories above shall not be counted towards meeting a Contractor's SDP Commitment.

It is always the responsibility of the Contractor to ensure they meet their SDP Commitment, and the SDO, and the issuing department, assume no responsibility for any Contractor's failure to meet its SDP Commitment.

5.9 SDP Spending Verification

The SDO and the contracting department reserve the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.

5.10 Program Resources and Assistance

Contractors seeking assistance in the development of their SDP Plans or identification of potential SDP Partners may visit the SDP webpage, www.mass.gov/sdp, or contact the SDP Help Desk at sdp@mass.gov.

6 EVALUATION CRITERIA

Bidders are advised that MassDOT will not be bound to choose the Bidder that proposes the lowest cost. The bid selected, if any, will demonstrate the best value overall, including proposed alternatives that will achieve the procurement goals of MassDOT. MassDOT 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.

Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with MassDOT to receive a contract award. Selection of the Vendors for this contract will be based on the overall responsiveness of the Bidder's response to this RFR. All mandatory requirements must be met.

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Responses will be evaluated based on the following criteria to determine best value for MassDOT.

Determination as to suitability will be within the sole discretion of MassDOT, which will consider the appropriateness of all elements of the Bid, and the experience, resources, and qualifications of the Bidder.

These evaluation criteria are not presented in any order of priority. MassDOT reserves the right to consider such other relevant factors as it deems appropriate in order to make the best possible decision that will be to the greatest advantage to MassDOT.

- Demonstrated experience and qualifications of the company to successfully perform the work under this contract, including, without limitation, the following:
 - management of one or more office buildings of at least 600,000 gross square feet.
 - management of one or more buildings with similar mixed-use office, retail, and garage characteristics.
 - performance of similar work for large organizations and government agencies.
 - the quality of proposals, if any, to promote cost-effective property management.
 - the quality of the company's proposed management approach.
 - the capacity and stability of the company.
- The quality of the financial-reporting system and the applicability of the financial-reporting system to the provisions of this contract.
- The qualifications and experience of the individuals assigned to work on this contract including but not limited to personnel provided by the SERVICE PROVIDER.
- The quality of the Transition Plan.
- Amount and extent of Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Minority and Women Nonprofit Organizations (M/WNPOs), Veteran Business Enterprises (VBEs), Service-Disabled Veteran-Owned Business Enterprises (SDVOBEs), Disability-Owned Business Enterprises (DOBEs), and Lesbian, Gay, Bisexual and Transgender Business Enterprises (LGBTBEs) participation as reflected on the Bidder's SDP Plan Form #1 A submitted with the Response to the RFR.
- Compliance with the State Requirements of this RFR. Bidders are advised that no exceptions may be taken to the Commonwealth's Terms and Conditions and Standard Contract Form.
- Cost, including property management fee, salaries, benefits and total compensation for on-site staff, and any other fees and expenses for which reimbursement is sought.
- The clarity and the completeness of the Response.

6.1 Mandatory requirements

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

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

6.2 Evaluation Components

The following components will be some of the criteria considered by the SST when evaluating each Quote:

- Company Overview
- Company Experience
- Oral Presentations
- Supplier Diversity

Bidders responding to this RFR are required to submit a Supplier Diversity Plan. Requirements for the Supplier Diversity Plan are included in Section 3. At least 25% of the total available evaluation points for this bid solicitation

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shall be allocated to the evaluation of the SDP Plan submissions.

- Price will carry significant weight in the evaluation process.

The following price components will be evaluated:

- Tiered discounts
- Cost plus mark-up percentage
- Cost plus mark-up amount
- Prompt Pay Discounts (PPD)

6.3 Best Value Selection and Negotiation

The SST may select the Quotes(s) which demonstrate the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The SST 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 Quote which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Quote.

7 INSTRUCTIONS FOR SUBMISSION OF RESPONSES

The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR. Responses must be sent via the "Create Quote" functionality contained in COMMBUYS. For instructions concerning how to submit a Quote, please see Appendix **XX**.

7.1 Electronic Signatures

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

7.2 Acceptable Forms of Signature

Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. Traditional "wet signature" (ink on paper); 2. Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or Page 2 b. An uploaded picture of the signatory's hand drawn signature 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

7.3 Limits and Restrictions

7.3.1 File Size Limits

The system will not accept files that approach or exceed 500 MB. If a large file fails to upload, the Bidder must save the contents as multiple files. Note the naming convention used in section named "File Naming Conventions" which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc.

7.3.2 File Format Restrictions

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

7.4 General Quote Requirements, Provisions, and Prohibitions

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7.4.1 Quote Content

Bid specifications for delivery, shipping, billing, and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

7.4.2 Clarifications

MassDOT reserves the right to inquire about and seek clarification of proposals received in response to this RFR and may give any Bidder the opportunity to correct defects in its proposal. MassDOT may reject any clarification that is non-responsive or broader in scope than what MassDOT requested. If MassDOT does so, or if the Bidder fails to respond to the request for clarification, MassDOT then may request a corrected clarification, consider the Bidder's proposal without the clarification, or disqualify the Bidder's proposal.

7.4.3 Non-Collusion

By submitting a Quote, the Bidder certifies that the Quote has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

7.4.4 Multiple Quotes

Unless otherwise instructed by the RFR, Bidders may not submit Multiple Quotes in response to a Bid. 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.

7.4.5 Withdrawing a Quote

Prior to Bid Opening Date/Time

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

After Bid Opening Date/Time

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

7.4.6 Bidder's Contact Information

It is the Bidder's responsibility to monitor the email address provided in the Quote for the Bidder's contact person. The SST may need to contact the Bidder's contact person with clarification requests or for other reasons. The SST and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network, or internet service provider (ISP), cause e-mail communication between the Bidder and the SST to be lost or rejected by any means including email or spam filtering.

7.4.7 Ownership of Submitted Quotes

The SST shall be under no obligation to return any Quotes 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 Quote, whether the Quote is selected for Contract award.

Quotes stored on COMMBUYS in the encrypted lockbox are the file of record. Bidders retain access to a read-only copy of this submission via their COMMBUYS account, if their account is active.

7.4.8 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the Header Information of this Bid if this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the OSD Help Desk (see the document cover page for contact information).

7.4.9 Prohibition regarding contract terms

Bidders must not, as part of their Quote, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR.

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Contracting Departments expect that all Statewide Contracts incorporate the same terms and conditions and only those terms and conditions. Contractors who wish to propose additional non-conflicting contractual terms, or supplemental or clarifying language, may do so ONLY on a case-by-case basis, negotiated for each specific engagement and memorialized in the Project Statement of Work.

7.4.10 Public Records Law

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

7.4.11 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 Bidder's disability and the requested accommodation to the contact person for the RFR. The SST reserves the right to reject unreasonable requests.

8 REQUIREMENTS FOR DOING BUSINESS AFTER CONTRACT AWARD

The requirements below are specific to the Contract, if any, awarded as a result of this Bid.

8.1 Required Forms

DO NOT SUBMIT THESE FORMS UNTIL INSTRUCTED TO DO SO. The Commonwealth of Massachusetts requires Contractors apparent successful bidders to submit the following [forms](#):

- **Standard Contract Form** (watermarked version attached for reference)

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

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

- **Commonwealth Terms and Conditions** (signing the Standard Contract Form signifies acceptance of the Commonwealth Terms and Conditions) (watermarked version attached for reference)

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

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

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

- **Contractor Authorized Signatory Listing**

In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are

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advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block at the bottom of the first page of this form also will serve as an “Authorized Signatory,” that person’s name must be included in the typed table.

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

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

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

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

- **Request for Taxpayer Identification and Verification** (Mass. Substitute W9 Form)

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

- **Electronic Funds Transfer Sign Up Form**

Successful Bidders who agreed to the terms and conditions of these forms electronically via COMMBUYS online Quote submission tool must still submit the above forms within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the Commonwealth and have up-to-date, ink-signature version of the Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing must be submitted for each new contract with the Commonwealth. Please note that the Commonwealth deems void any changes made on or by attachment to the terms in any of these published forms and that, by submitting a bid in response to this RFR, the bidder agrees that they will sign these forms if notified that they are an apparent successful bidder. Please refer to section [7.2 Acceptable Form of Signature](#).

8.1.1 **Account Manager**

All Bidders are required to have an established Account Manager for any contract issued under this RFR Bidders must identify this Account Manager in the Bid Response Form. It is required that bidders have a 24/7 phone number for Service Calls.

The Account Manager will be responsible for operation and administration of the contract by the Service Provider. The Account Manager must respond in a timely manner to all information requests from MassDOT.

The Account Manager will be responsible for reports required in the RFR and will serve as liaison between the Service Provider and MassDOT. MassDOT may require the Service Provider to remove the Account Manager from work on the contract, if in MassDOT’s opinion, the Account Manager does not deliver work that conforms to performance standards stated in this RFR or hinders effective use of the contract.

8.1.2 **Changes to Contractor’s information**

Changes to the Contractor’s contact information, company name, legal address, payment address, tax identification number, authorized signatories, SDO-certification status, or EFT information must be promptly

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reported via email to the Commonwealth Contract Manager. In some cases, additional paperwork will be required to effect the change.

8.1.3 System Security

As part of its work effort, the successful Bidder will be required to use MassDOT data and IT resources in order to fulfill part of its specified tasks. For purposes of this RFR, such data shall mean data provided by MassDOT to the successful Bidder, which may physically reside at an agency or another location, and any data derived therefrom, including metadata. In connection with such data, the successful Bidder will implement commercially reasonable safeguards necessary to:

Prevent unauthorized access to such data from any public or private network;

Prevent unauthorized physical access to any information technology resources involved in the development effort; and

Prevent interception and manipulation of data during transmission to and from any servers.

The successful Bidder must adhere to all Commonwealth and/or Federal statutes, regulations and policies related to data privacy and security breaches now in effect or implemented throughout the term of any contract resulting from this RFR.

8.1.4 Publicity

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

8.2 Performance Measures

8.2.1 Continued Qualification Based on Performance

All work performed through the duration of the contract must be guaranteed by the Service Provider to be completed in a workmanship-like manner and according to applicable codes and industry accepted standards. Each contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Service Provider performance will also be evaluated based on the number of complaints received. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of that contractor's contract. Financial reports will also be utilized to evaluate performance on an ongoing basis. Failure to submit the required reports in a timely and accurate manner may lead to early termination or non-renewal of a contractor's contract.

8.2.2 Failure to Perform Contractual Obligations

Problems with service quality, documentation, customer service and/or failure to adhere to any provisions of this RFR or MassDOT's standard operating procedures will be addressed by giving the Service Provider a specific period of time to correct the situation. If the situation has not been corrected in the allotted time period or if the problem reoccurs, MassDOT may take action, including but not limited to:

- Requiring the Service Provider to credit MassDOT based on the period of time when the quality of service was unsatisfactory.
- Suspending the Service Provider.
- Terminating the contract.

8.2.3 Audit

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

8.3 Payment Related Terms

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8.3.1 Bill Payment

All invoices issued pursuant to this contract are payable in accordance with the Comptroller's Bill Payment Policy: <https://www.powerdms.com/public/MAComptroller/documents/1779647>

8.3.2 Late Payment Fees

Late Payment fees may be assessed only as authorized by the Office of the Comptroller: <https://www.mass.gov/doc/815-cmr-4-late-penalty-interest/download>

8.3.3 Electronic Funds Transfer (EFT)

All Awarded Contractors must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. Additional information about EFT is available on the Comptroller's VendorWeb site located at: <https://massfinance.state.ma.us/VendorWeb/vendor.asp>

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the "Authorization for Electronic Funds Payment Form" to the SST for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. This Form shall be supplied to the vendor upon contract award. This form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

8.3.4 Tax Exemption

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

9 RFR APPENDICES

Appendix 1: Required Terms for all RFRs

Appendix 2: Instructions for Vendors Responding to Bids Electronically through COMMBUYS

9.1 APPENDIX 1: Required Terms for all RFRs

9.1.1 General Procurement Information

9.1.1.1 Access to security-sensitive information

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

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

9.1.1.2 The Act to Reduce Traffic Fatalities (Chapter 358 of the Acts of 2022 amended M.G.L. c. 90, § 7)

All motor vehicles subject to section 7 of chapter 90 to be operated under this Contract shall be equipped with safety devices as provided therein and in 540 CMR 4.00.

By December 31, 2025, the contractor shall certify to the Registry of Motor Vehicles, in a manner prescribed by the Registrar, that all applicable vehicles are equipped with Lateral Protective Devices, Convex Mirrors, Cross Over Mirror(s) and Back Up Cameras in accordance with the requirements of 540 CMR 4.00.

The Contractor shall provide evidence satisfactory to the Department to demonstrate compliance with the above certification requirement for all applicable vehicles operated under this contract by the Contractor and its subcontractors and vendors in a manner set forth by the Department. Thereafter, the Contractor shall have

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an affirmative obligation to continue to provide such evidence of compliance on an ongoing basis and no later than 7 days after certification with the Registry of Motor Vehicles of any additional vehicles operated under this contract by the Contractor and its subcontractors and vendors.

Non-compliance with respect to a vehicle that is subject to 540 CMR 4.00 may subject the Contractor to statutory fines as established in M.G.L. c. 90, § 7 and/or contractual remedies up to and including termination of the contract.

For reference, additional information on regulatory and statutory requirements can be found at <https://www.mass.gov/info-details/truck-safety-devices>.

9.1.1.3 Commonwealth's Digital Accessibility Requirements

The purpose of the Enterprise Digital Accessibility Policy is to drive ongoing efforts to make Massachusetts' Digital Assets accessible and usable by all persons as required by state and federal laws.

This policy applies to the following entities:

The Executive Department including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices within an executive office, hereafter referred to as "Commonwealth Agencies and Offices."

Other Commonwealth entities that voluntarily use or participate in services provided by the Executive Office of Technology Services and Security, (EOTSS), such as mass.gov, must comply with this policy, with respect to those services as a condition of use.

Any contracted staff or services firm that creates, customizes, or configures Digital assets on behalf of Commonwealth Agencies and Offices.

Collectively, all entities for which this policy applies will be referred to as "Covered Entities."

The full policy can be viewed here: <https://www.mass.gov/policy-advisory/enterprise-digital-accessibility-policy#6-digital-accessibility-standards->

9.1.1.4 Alterations

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

9.1.1.5 COMMBUYS Support

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

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

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

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

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

9.1.1.6 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.

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

- i. Any amendments, addenda, or modifications to this Bid, and
- ii. 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.

9.1.1.7 **COMMBUYS Registration**

Bidders may elect to obtain a free COMMBUYS Vendor registration which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, to respond to a Bid, Bidders must register and maintain an active COMMBUYS Vendor profile.

All Bidders submitting a Quote in response to this Bid agree that, if awarded a contract: (1) they will maintain an active vendor 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) 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).

9.1.2 **Terms and Requirements Pertaining to Awarded Contracts**

9.1.2.1 **Contractor's Contact Information**

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the Contract Manager by email immediately, using the address located in the Header Information of the Purchase Order or Master Blanket Purchase Order on COMMBUYS.

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

9.1.2.2 **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.

9.2 **APPENDIX 2: Instructions for Vendors Responding to Bids Electronically through COMMBUYS**

Introduction

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

Steps for Bidders to Submit a Quote

1. Launch the COMMBUYS website by entering the URL (www.COMMBUYS.com) into the browser.

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2. Enter Bidder login credentials and click the **Login** button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS to submit a Quote. Each contractor has a COMMBUYS Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.
3. Upon successful login, the Vendor home page displays with the Navigation and Header Bar as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.
4. Click on the **Bids** tab
5. Clicking on the Bid tab opens four sections:
 - a. Request for Revision
 - b. Bids/Bid Amendments
 - c. Open Bids
 - d. Closed Bids
6. Click on the blue **Open Bid** hyperlinks to open and review an open bid
7. A new page opens with a message requesting you acknowledge receipt of the bid. Click Yes to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive any amendments/updates concerning this bid.
8. After acknowledgement, the bid will open.

The top left half of the page contains the following information:

- a. Purchaser
- b. Department
- c. Contact for this bid
- d. Type of purchase
 - i. Open Market
 - ii. Blanket
- e. Pre-Bid Conference details (if applicable)
- f. Ship-to and Bill-to addresses
- g. Any attachments to the bid, which may include essential bid terms, response forms, etc.

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

- h. Bid Date
- i. Required Date
- j. Bid Opening Date – date the bid closes and no further quotes will be accepted
- k. Informal Bid Flag
- l. Date goods/services are required
9. The lower half of the page provides information about the specific goods/services the bid is requesting.
10. Click **Create Quote** to begin.
11. The General tab for a new quote opens. This page is populated with some information from the bid. Fields available to update include:
 - a. Delivery days
 - b. Shipping terms
 - c. Ship via terms
 - d. Is “no” bid – select if you will not be submitting a quote for this bid
 - e. Promised Date
 - f. Info Contact
 - g. Comments
 - h. Discount Percent
 - i. Freight Terms
 - j. Payment Terms

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

Update these fields as applicable to the bid and click **Save & Continue** to save any changes and create a Quote Number.

12. The page refreshes and messages display. Any message in **Red** is an error and must be resolved before the quote can be submitted. Any message in **Yellow** is only a warning and will allow processing to continue.
13. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
14. The item opens. Input all your quote information and click **Save & Exit**.
15. Click on the **Attachments** Tab. Follow the prompts to upload and name all required attachments and forms and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click **Save & Continue**. After you have uploaded all required documents click **Save & Exit**. Be sure to review your attachments to make sure each required document has been submitted.
16. Click on the **Terms & Conditions** Tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote can be submitted. If your acceptance is subject to any exceptions, those exceptions must be identified here. Exceptions cannot contradict the requirements of the RFR or required Commonwealth standard forms and attachments for the bid. For instance, an RFR may specify that exceptions may or will result in disqualification of your bid.
17. Click the Summary tab. Review the information and update/correct, as needed. If the information is correct, click the **Submit Quote** button at the bottom of the page.
18. A popup window displays asking for verification that you wish to submit your quote. Click **OK** to submit the quote.
19. The Summary tab redisplay with an updated Status for the quote of Submitted.
20. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the OSD Help Desk at COMMBUYS@mass.gov.

If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: (1) for a formal bid, prior to the bid opening date, or (2) for an informal bid (which may be viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever is earlier.

Bidders may not submit Multiple Quotes in response to a Bid unless the Bid authorizes Multiple Quote submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, only the latest submission prior to the bid opening date will be evaluated.