

After Incarceration Center Community Compass

6 Month Progress Report

Prepared for:

Executive Office of Public Safety and Security

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After Incarceration Center Model

The Commonwealth of Massachusetts FY23 state budget, through line item 8900-1100, allocated \$3.6 million to support the implementation of up to two new After Incarceration Centers that will serve people who return to the community from incarceration. The funding specified that the program should include job readiness, job placement, job training, connections to mental health services and drug treatment programs, and assistance in finding affordable housing.

To support the development of the After Incarceration Center model, the Executive Office of Public Safety and Security (EOPSS), and the Department of Correction (DOC), with planning and facilitation support from ForHealth Consulting at UMass Chan Medical School, facilitated two visioning and strategy development sessions in Fall 2022. Community members and service providers shared a vision for an innovative reentry program that provided a variety of services to meet the needs of formerly incarcerated people, in a physical space that was welcoming, presented few barriers to access, incorporated people with living experience, and was entirely voluntary.

Based on the visioning and strategy sessions the DOC created with support from ForHealth Consulting, a Request for Response (RFR) that articulated the vision for up to two after incarceration centers reflecting the community's vision, including specific attention to the social determinants of health: nutrition, education, employment, housing, and healthcare and substance treatment. The RFR was released Jan. 10, 2023 and closed on Feb. 14, 2023. Due to the time sensitive nature of the funding and the urgency regarding the commencement of services, the RFR additionally required that bidders have identified and secured a location for housing the center and commit to opening within three months of receiving the contract.

Planning and Implementation

Award

After a thorough review and evaluation of proposal submissions, the DOC awarded Open Sky (OS) a single contract up to \$3 million with a fee-for-service model in March 2023 to open the first After Incarceration Center in Worcester. OS had an existing property lease that could fit the purposes of the After Incarceration Center with minimal renovations and permit an opening within three months of receiving the contract. In addition, OS's proposal outlined a plan to prioritize services that would address the social health determinants and articulate their substantial expertise and programming for justice-involved individuals in Worcester.

Project Partners, Roles, and Core Staff

As the funder, DOC approves project decisions, connects OS with community partners and providers, and oversees the contract and budget. DOC staff provide expertise and insight into the needs of people releasing to the community and collaborates with OS on in-reach and outreach activities.

As the selected vendor, OS oversees the day-to-day operations and service delivery. OS maintains critical relationships with the community and is responsible for in-reach and outreach efforts in the community to promote services.

ForHealth Consulting serves as the fidelity monitor, project manager, strategy lead, and subject matter expert. ForHealth Consulting worked closely with DOC and OS to ensure effective communication and collaboration during the planning and implementation phase. ForHealth Consulting is responsible for ensuring the services and programming provided by OS reflect expectations laid out in the RFR, monitoring and analyzing monthly performance measures, and leading and facilitating project meetings, the advisory board, and other groups as needed.

Core members of the planning and implementation team include:

Department of Correction

- Abbe Nelligan, assistant deputy commissioner of reentry, Department of Correction
- Matthew Dailey, executive director of Administrative Services Division, Department of Correction
- Matthew Moniz, director of program services and reentry, Department of Correction
- Jason Ruschioni, deputy director of reentry services, Department of Correction
- Julie Urquhart, community integration specialist, Department of Correction

Open Sky

- Dave Lambert, vice president of business development, Open Sky
- Amy Arrell, senior director for community services, Open Sky
- Taylor Lacroix, senior division director for community services, Open Sky
- Ben Brouillette, community compass operations director, Open Sky
- Megan Downing, community compass clinical director, Open Sky

For Health Consulting at UMass Chan Medical School

- Dyana Nickl, deputy managing director, Health and Equity, ForHealth Consulting
- Meaghan Dupuis, executive director of Justice and Health Equity, ForHealth Consulting
- Michael Kane, senior director of Criminal Justice, ForHealth Consulting
- Tara Dhanraj Roden, director of Reentry and Community Based Programs, ForHealth Consulting

Eligibility for services

Early on during implementation, a key decision was required regarding who would be eligible for services at the center. Following the visioning sessions and the spirit of the RFR, project partners decided to maximize eligibility and minimize barriers to access. To be eligible for services, a person must have spent time in a Massachusetts House of Correction or DOC facility, including awaiting trial and Section 35 commitment. Partners worked closely to establish a process to verify eligibility in the least intrusive way possible, to ensure that potential participants felt comfortable and welcomed.

Project Partner and Stakeholder Meetings

To support effective planning and implementation of the After Incarceration Center model, ForHealth Consulting and OS convened and facilitated several meetings with partners, stakeholders, and members. To prepare for the opening of the Compass, weekly project team meetings began soon after the award notification in March 2023. Project team meetings serve as an opportunity for DOC, ForHealth Consulting, and OS to collaborate. In the planning phase, focus areas included determining eligibility, policies, and procedures, and developing performance measures. During implementation, focus areas include refining services and performance measures, marketing, and quality of services. This group continues to meet on a bi-weekly basis.

After opening, the performance measures working group, Compass collaborators group and governance structures were added to ensure ongoing collaboration, performance measure monitoring, and advisory support from experts in the field. The performance measure working group is a small group of ForHealth Consulting and OS staff that meet regularly to continue refining and improving performance measure collection. The Compass collaborators group provides an opportunity for partners that are onsite at the Compass on a consistent basis to provide feedback. Participants include EOPSS Credible Messengers, DOC Section 35 staff, Spectrum, and DOC reentry staff. This group meets on a quarterly basis.

Naming the After Incarceration Center Model

After discussions among project partners, EOPSS, and people with living experiences, the name “Community Compass” was selected to represent the current and potential future After Incarceration Centers created within this framework. The name was selected because of its non-institutional and welcoming tone.

Community Compass at Open Sky

The Community Compass at Open Sky opened in Worcester on June 29, 2023. The program has continued to progress and adapt as members are verified and usage of the Compass increases. As participation has grown, the Compass has added a monthly schedule of group programming to supplement the individual assistance, to address the needs of members, and provide opportunities to engage in prosocial activities.

Programs and Services

Compass serves as a drop-in program and offers several 1:1 services to members including access to recovery coaches, substance use counseling, housing resource counseling, and employment, education, nutrition, and resource support. In addition, there is a computer lab, work readiness room, sensory room, housing and emergency supplies, and food pantry. Flexible dollars are available to Compass staff to provide needed support for members.

Nutrition services

- Kitchenette with readily available pre-packaged, single-serve-ready to eat snack or meal options
- Nutrition/sustenance-related referral information, including referrals to offsite food banks, pantries, community meals, and meals on wheels
- SNAP benefits assistance through staff trained to assist in benefit applications
- Food assessments by trained staff that include family members
- Cooking and food preparation sessions including 1:1 coaching and group programming
- Introductions to area culinary programs, if desired
- At-the-ready nutritional services and education, with ongoing Center-based programs

In planning:

- Partnership with Worcester Food HUB

Education

- Spaces conducive to learning including a fully operational computer lab, study room and quiet spaces
- High school equivalency testing support through staff equipped to provide 1:1 support, referrals for classes, or collaboration with Worcester Community Justice Support Center for HiSET courses
- Funding available to support HiSET testing
- Vocational training with center-based support including furniture restoration (with business building components) and culinary skills
- Onsite maintenance apprenticeship opportunity

- Financial assistance available for job training courses
- Staff support in accessing college-level educational opportunities
- Entrepreneurship and business startup training through staff support
- Financial support available to support development of LLC
- Personal educational growth opportunities, including parenting, family reunification, personal banking, internet security, and personal finance classes
- Staff trained to provide 1:1 assistance with Department of Children and Families service plan
- Internet security and assistance setting up email accounts
- Family crisis intervention/counseling
- Emergency assistance available for families
- Partnership with Liberty Tax to provide how to file tax information sessions and how to build credit

In planning:

- Recovery Coach Academy
- Access to programming through Clark University LARC (Liberal Arts for Returning Citizens) program, Quinsigamond Community College, and Worcester State University
- Potential collaboration with YOU, Inc., and Pernet Family Health Service

Housing

- Community connections to access emergency housing, Section 8 housing vouchers, and addiction recovery support housing, all with access to priority housing opportunities, through staff trained in-housing resources and engaged in daily housing searches
- Engagement and linkage to landlords, sober homes, and faith-based organizations and programs working to support housing
- Linkages and support in submitting applications to rental assistance programming
- Access to housing and eligibility specialists/case managers
- Ongoing screening and assessment for Coordinated Entry Continuum of Care
- Flex funding available to support housing needs

In planning:

- Expansion of landlord network
- Collaboration with City of Worcester to develop a landlord summit in spring 2024

Employment

- Job search resources, including job boards and computer lab access
- Private interview room to facilitate virtual and/or in-person interviews
- Job readiness and employment preparation including 1:1 support, resume writing, and job search support, interview coaching, access to professional attire, and group job readiness programming

- Job training, including access to paid internships and mentoring, labor union opportunities, and maintenance apprenticeships
- Job placement including 1:1 support, referrals to MassHire and ServeSafe, access to list of CORI-friendly employers, and funding to support employment
- Assistance with obtaining I-9 documentation
- On-the-job coaching
- Flex funding available to support employment needs

In planning:

- Building relationships with union representatives
- Job Fairs

Physical and Behavioral Health

- Recovery coaching
- Healthcare navigation assistance by trained staff
- Healthcare education provided by trained staff
- Onsite substance use counseling and recovery coaching
- Onsite crisis intervention
- Referrals to behavioral health providers by trained staff
- Access to hygiene products and contraceptives
- Referrals to Bridge Counseling; funding available to support co-pays
- Counseling programming onsite and referrals to offsite 1:1 therapy
- Access to and referral to continuum of care including mobile healthcare and medications for opioid use disorder (MOUD)
- Healthcare education provided by trained staff

In planning:

- Drop-in groups by Aids Project Worcester (APW)
- Healthcare related programming run by medical residents during clinical rotations

Staffing

As of January 2024, the Compass has filled 90 percent of the budgeted positions (14 out of 15.5). In addition to the staffing structure below, Compass staff works closely with OS senior staff, Taylor Lacroix, and Amy Arrell.

Operations Director

The operations director manages operational and administrative tasks to ensure the efficiency of the Compass. In addition to providing 1:1 support to members, this role facilitates and leads programming. In collaboration with the clinical director, this role supervises coaches, navigators, specialists, and the substance use counselor.

Clinical Director

The clinical director provides and oversees integrated care coordination and care management to Compass members and ensures a trauma-informed approach. In addition to providing 1:1 support to members, this role also facilitates and leads programming. In collaboration with the operations director, this role supervises the coaches, navigators, specialists, and the substance use counselor.

Lead Navigator

The lead navigator provides support, assessment, education, and safety planning for Compass members. This role also assists with leading and facilitating groups, assists with the operations of programs, and provides coaching and feedback to staff.

System Navigators

System navigators provide care coordination, referrals, and light case management to Compass members. In addition to providing 1:1 support to members, navigators can facilitate and lead programming.

Outreach Navigator

The outreach navigator conducts outreach to individuals and referral entities in the community and behind the walls.

Recovery Coaches

Recovery coaches use their living experiences with addiction and/or co-occurring mental health disorders to provide peer level support to Compass members as they pursue their own path to recovery. In addition to providing 1:1 support to members, coaches can facilitate and lead programming.

Substance Use Counselor

The substance use counselor screens and assesses members for substance use, addiction risk, treatment needs, and evaluates the current impact of substances and the individual's readiness for change. In addition to providing 1:1 support to members, this role facilitates and leads programming.

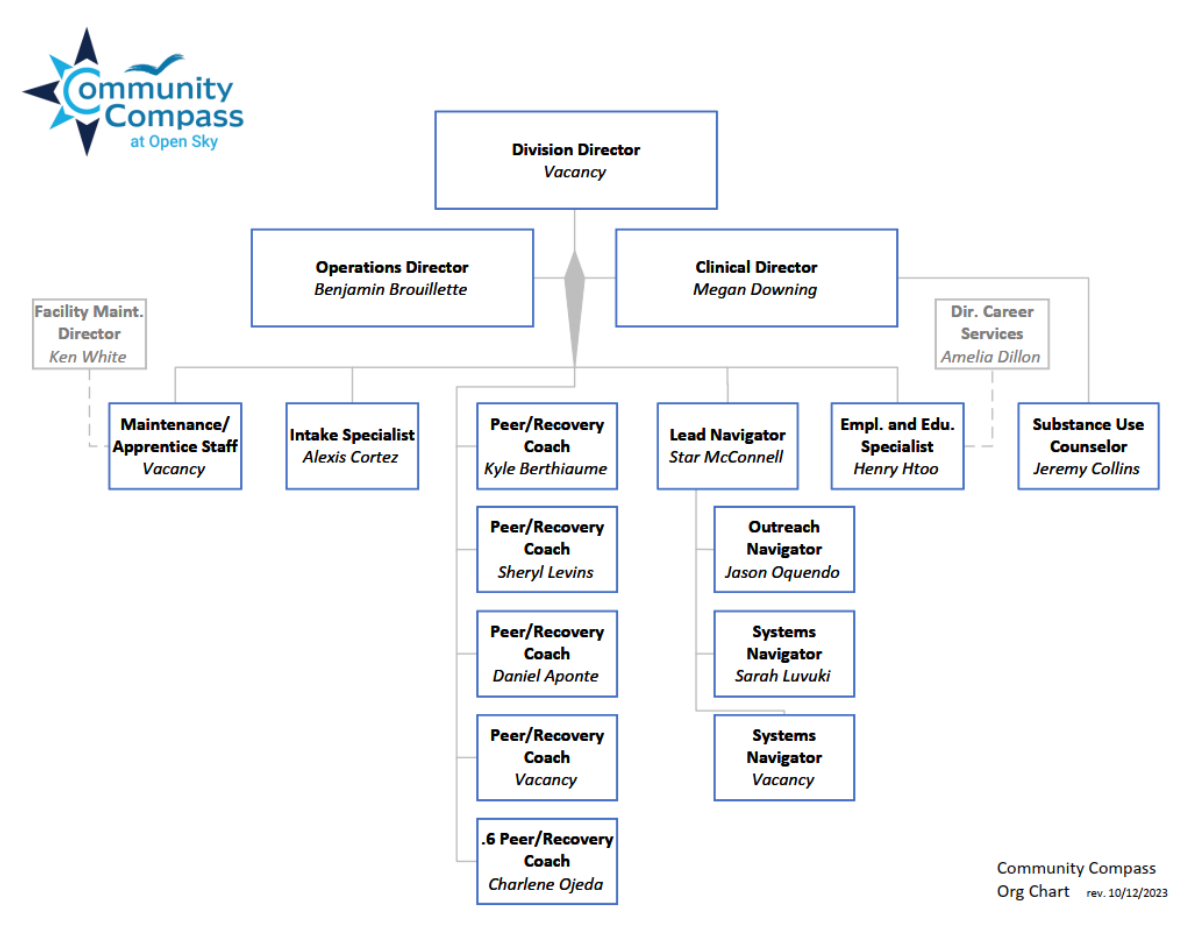
Intake Specialist

The intake specialist welcomes individuals as they enter the Compass, manages the front desk, and completes intake assessments.

Employment and Education Specialist

The employment and education specialist works with Compass members on furthering their employment and education through 1:1 support and facilitating groups. This role also works

with educational and vocational partners in the community to ensure adequate resources for members.



Outreach and Community Engagement

Outreach

Compass staff works with various community organizations and service providers, including faith-based organizations, local community providers, support programs, family resource centers, justice agencies (probation, parole, Worcester law enforcement), municipal departments, and providers of subsidized and affordable housing,

In-reach

Compass staff participate in DOC Reentry Fairs and presents to reentry units at various facilities, which allows incarcerated people to meet Compass staff. Compass staff then build rapport and answer questions. Compass staff have visited MCI-Concord, Northeast Correctional, Old Colony Correctional Center, Massachusetts Treatment Center, Pondville Correctional Center, Boston Pre-Release Center, MCI-Shirley, North Central Correctional Institution (Gardner), MCI-Framingham, and Souza Baranowski Correctional Center.

Website and Promotional Video

OS maintains a landing page for the Community Compass that includes information about current hours, a group programming calendar, and group descriptions. OS and ForHealth Consulting produced a promotional video to assist with marketing and engagement. The video is shared widely with partners, used during meetings and presentations and is available on tablets in all DOC facilities: <https://www.youtube.com/watch?v=0O1OpB8HQSo>. ForHealth Consulting has also created a variety of one-page flyers to share Compass metrics and information to be used when meeting with stakeholders.

Compass Operations

Upon entering the Compass, every person must sign onto a tablet indicating their name, date of birth, if it's their first visit, interested services, and referral source. If a first visit is indicated, the information input into the tablet is automatically sent to DOC for verification. DOC accesses a database to confirm that the individual has been incarcerated in the DOC or a Mass. House of Correction. This process only occurs the first time a member visits. While awaiting verification from the DOC, Compass staff welcomes the individual, provides a tour of the space, offers food, and conducts an intake assessment. If the person is not eligible for services, Compass staff utilizes the intake findings to connect the individual to other services in the community. If eligible, the person becomes a Compass member and can access all services and programming. All services and programming are entirely voluntary, and members do not have to engage unless they choose to.

Governance

The RFR required that voices of individuals with living experiences be engaged to help center the Center's vision and mission and that a governance committee provide advice and input around overall operations. A three-tier governance structure was put in place to ensure all After Incarceration Centers adhere to the model reflected in the RFR and are continuously receiving and responding to relevant feedback from experts in the field, local community partners, and

Compass members. The graphic below provides information on the different roles and composition of the three governance groups.

The advisory board serves as the main governance committee and is composed of project partners, stakeholders, and community members. Community members participating in the advisory board are compensated for their time. ForHealth Consulting facilitates, co-leads, and provides administrative support to the advisory board with support from a Credible Messenger with living experiences. OS manages and leads the Regional Reentry Council. Compass staff lead HOST meetings with administrative and facilitative support, as needed from ForHealth Consulting.



Performance Measures

Department of Correction Release Data

From July 1 – Dec. 31, 2023, 584 individuals were released from MA DOC facilities to the community. Of the 584 unique individuals released, 68, or 11.6 percent were released to Worcester County.¹ Releases over the past few years have been fairly stable; in 2022, DOC released 1370 people to the community per the [DOC Prison Population Trends Report](#). Of the 1370 people released, 123, or 9 percent were released specifically to Worcester County.

Community Compass Performance Metrics

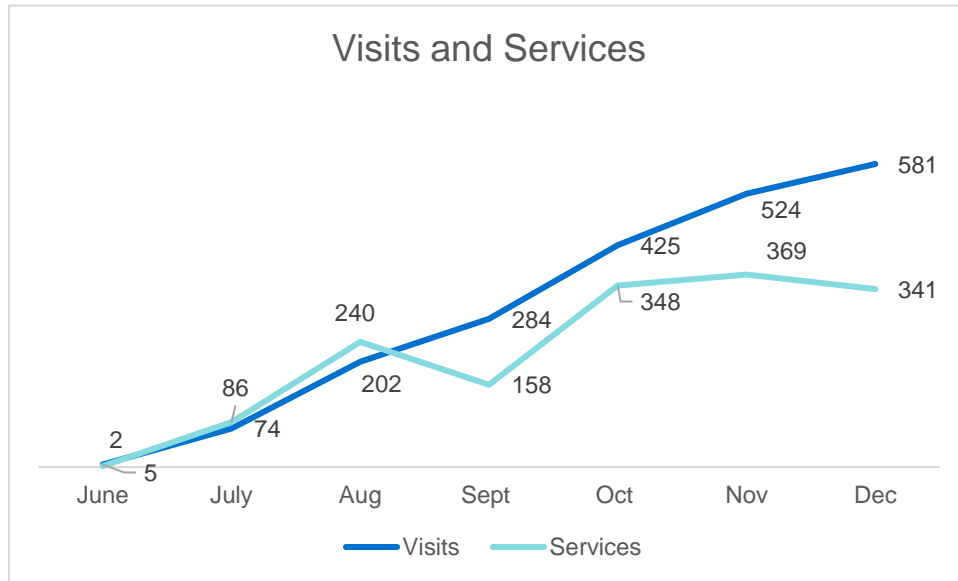
All visits to the Compass and subsequent service engagements are entirely voluntary. A member can visit the Compass as frequently or infrequently as they choose. Additionally, once a member has been verified to receive services at the Compass, it is their choice to participate in programming or access services.

Despite the voluntary nature of the Compass, visits and service access have maintained a largely positive trajectory since opening.² From June 29 (date of opening) through Dec. 31, 2023:

- 2109 total visits to the Compass
- 1544 services provided
- 385 unique eligible members
- 62 percent of eligible members have visited the Compass more than once

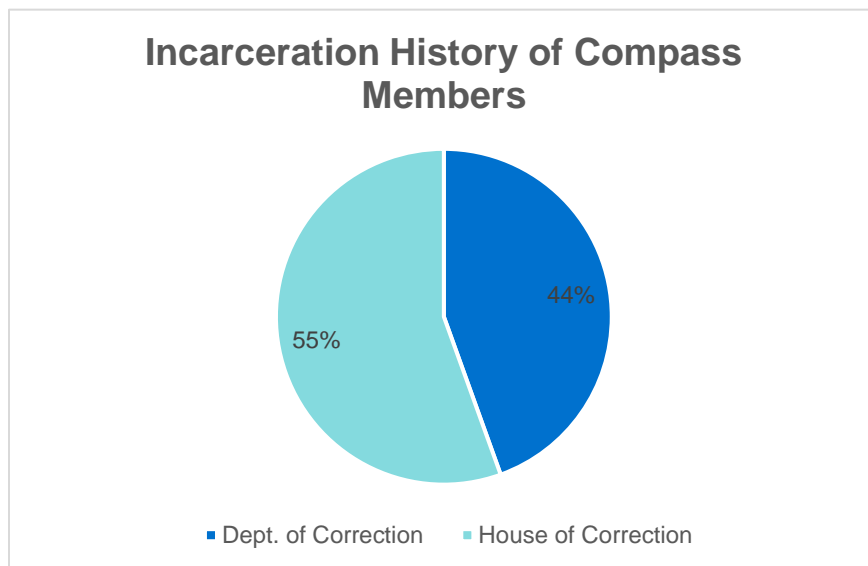
¹ Calendar year 2023 data was provided by DOC staff.

² Services decreased slightly in September, partially due to changes in how they were being tracked by program staff.

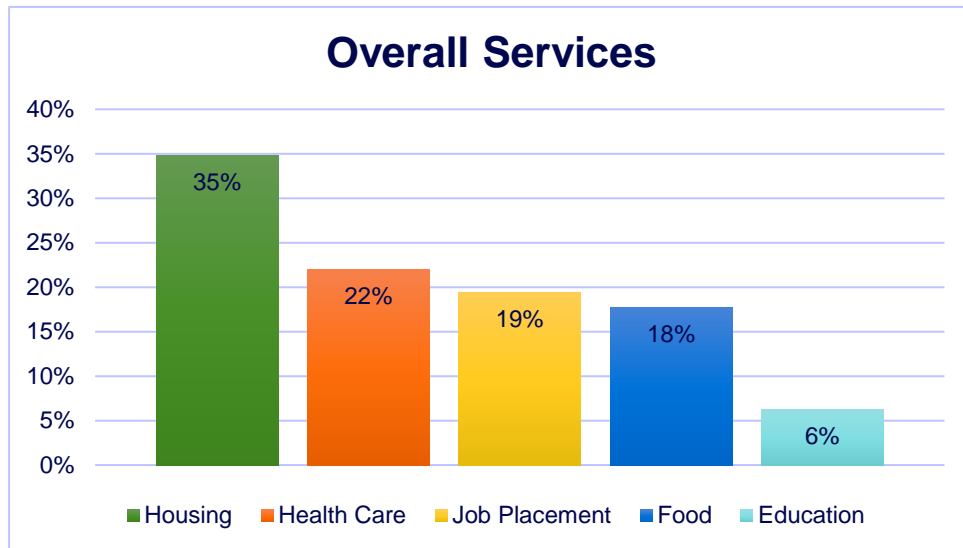


- Of the unique eligible members (385)
 - 44 percent (170) had a DOC incarceration history
 - 55 percent (212) had a Massachusetts House of Correction incarceration history

It is important to note that members who have a DOC incarceration history may also have served time in a local House of Correction at some point. However, members identified as having a House of Correction history have never served time within DOC.

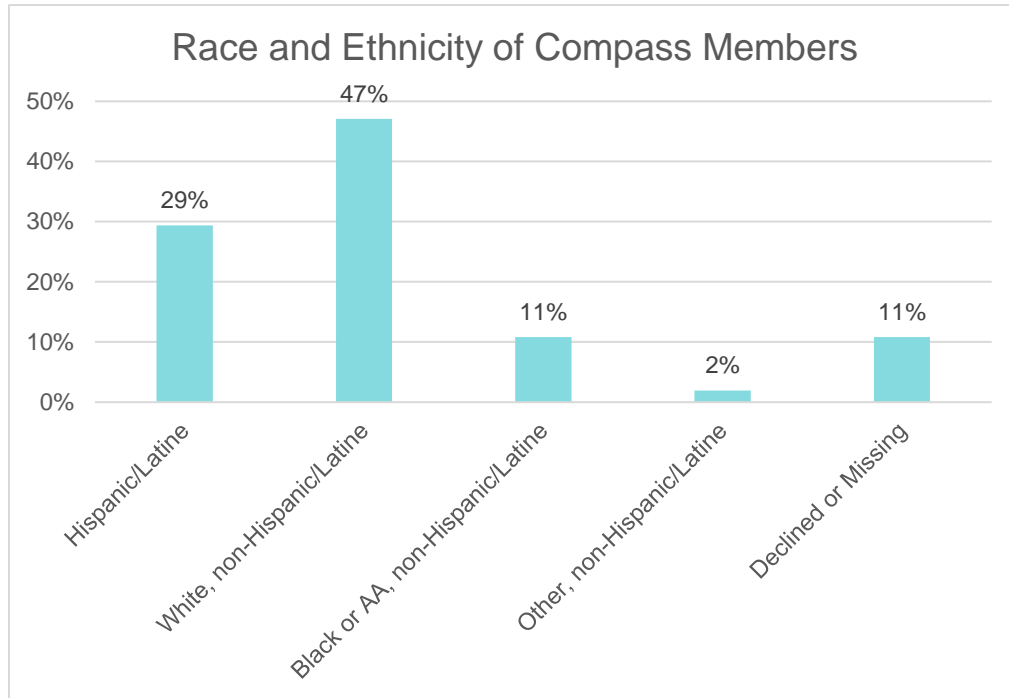


Based on the service access data, the highest needs have been for housing, healthcare, and employment services.

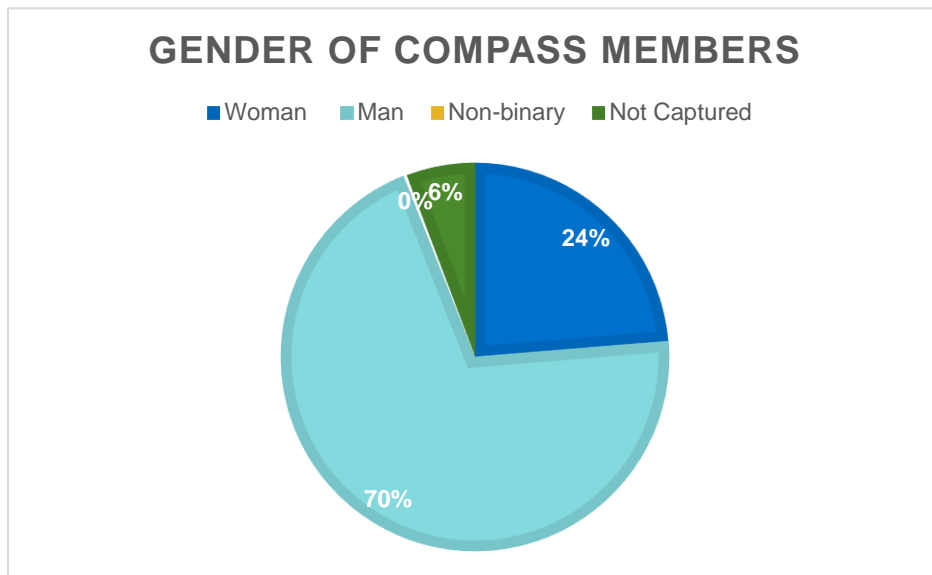


Community Compass Membership Demographics

As of December 31, most members identified as white men. However, it is important to note the intersection of race and ethnicity. The Hispanic/Latine and African American population continue to increase each month. As of the end of December, one member self-identified as non-binary.



*Other includes American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander



Appendix

Community Compass Flyer



The Community Compass at Open Sky is a free, walk-in service, providing supports for successful re-entry for returning citizens after incarceration.

What does the Community Compass have to offer?

- Culturally inclusive **Food and Nutrition** supports to address immediate needs and build a foundation for long term food security.
- **Education** support to pursue high school equivalency, college classes, or vocational training.
- **Employment** services and skill training, to support access to job placement, internship programs, job training opportunities, volunteer work and career pathways.
- **Housing** supports, including housing assessments, housing searches, skill building and connection to resources.
- Assistance accessing **Health Care and Addiction Treatment**, both on-site and through referrals.
- **Quiet Spaces with Technology**, conducive to interviewing, studying, tutoring, partaking in online courses, researching resources and personal enrichment.
- **Connections** to Community Providers for additional services, supports and resources for you and your family.
- Space to connect with **Justice Supports**.
- Assistance with **Setting Goals** for personal and professional success.
- Assistance obtaining **Identification Cards** and other documents.

Who can access the Community Compass?

The Community Compass will provide services to anyone with an incarceration history (Department of Corrections or House of Corrections) in Massachusetts, including those who were awaiting trial or a section 35 commitment at MASAC.

The Community Compass provides a judgement-free environment, staffed by people with lived experience. You are a person first and we are here to help you move beyond limitations you may perceive due to your history.

Services are free and no referral is needed.

For more information: CommunityCompass@openskycs.org 508-318-7700 454 Grove Street, Worcester, MA 01605	Hours: 9am – 5pm Mon, Tues, Thurs, Fri 12pm – 8pm Weds 10am – 2pm Sat	
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openskycs.org/communitycompass

Community Compass Sample Calendar (January 2024)

January 2024

Daily Services:

<p>Daily from 9 a.m.-4 p.m. (<i>Wed. noon-7 p.m. and Sat. 10 a.m.-1 p.m.</i>)</p> <ul style="list-style-type: none">• 1:1 Recovery coaching• Substance use counseling by appointment• Employment and education support computer center• Housing resource counseling• Job readiness room for interviews/quiet study• Sensory room to support mindfulness and mental health• Emergency supplies	<p>Daily 9a-5p (<i>Wed. 12-7p and Sat. 10a-1p</i>)</p> <ul style="list-style-type: none">• Nutrition support, education, and resource counseling• Food pantry• Housing supply closet• Open engagement opportunities with staff
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New Groups:

WORKS: “Workforce Opportunities Rewarding Knowledge and Success” is a four-week program designed to prepare for employment and skill development for employment.

Anger Management: Join this group based on looking at managing anger in a productive way and understanding why we react and behave the way we do.

TechConnect Info Session: Learn more about OpenSky’s TechConnect program for technology accessibility!

ForHealth Consulting at UMass Chan Medical School

1	2	3	4	5	6
CLOSED	10a: Daily Check-in 11a: Employment: Communication 2p: Pictionary	1p: Daily Check-in 2p: Recovery 5p: Peer Support Group 6p: Vision Boards	10a-12p: WORKS information session 1p-3p: WORKS drop-in session 3p: Recovery	10a: Daily Check-in 12p: Pizza Party 2p: Employment: Problem Solving 3p: Recovery	10a: Refuge Recovery 1p: Vision Boards
8	9	10	11	12	13
10a: Daily Check-in 10a-2p: Employment Drop-in Hours 1p: Anger Management 2p: Recovery 4p: Recovery Reading	10a: Daily Check-in 11a: Employment: Communication 2p: TechConnect Info Session 3p: Recovery	1p: Daily Check-in 2p: Recovery 3p: Peer Support Group 4p: Recovery Reading 6p: Vision Boards	10a-12p: WORKS information session 1p-3p: WORKS drop-in session 3p: Recovery 4p: Recovery Reading	10a: Daily Check-in 1p: Housing Workshop 2p: Employment: Problem Solving 3p: Recovery 4p: Recovery Reading	10a: Refuge Recovery 1p: Pictionary
15	16	17	18	19	20
CLOSED	10a: Daily Check-in 11a: Employment: Communication 12p: Anger Management 2p: Recovery	1p: Daily Check-in 2p: Recovery 3p: Peer Support Group 4p: Recovery Reading 6p: Vision Boards	10a-12p: WORKS information session 1p-3p: WORKS drop-in session 3p: Recovery 4p: Recovery Reading	10a: Daily Check-in 12p-2p: Pizza Party 2p: Employment- Problem Solving 3p: Recovery 4p: Recovery Reading	10a: Refuge Recovery 1p: Pictionary
22	23	24	25	26	27
10a: Daily Check-in 10a-2p: Employment Drop-in Hours 11a: Kitchen Basics 2p: Anger Management 3p: Recovery	10a: Daily Check-in 11a: Employment: Communication 2p: TechConnect Info Session 3p: Recovery	1p: Daily Check-in 2p: Recovery 3p: Peer Support Group 4p: Tech 101 6p: Gallery Art Workshop	10a-12p: WORKS information session 1p-3p: WORKS drop-in session 3p: Recovery 4p: Pictionary	10a: Daily Check-in 12p: Mindfulness 1p: Housing Workshop 2p: Employment: Problem Solving 3p: Recovery	10a: Refuge Recovery 1p: Gallery Art Workshop
29	30	31			
10a: Daily Check-in 10a-2p: Employment Drop-in Hours 11a: Tech 101 2p: Recovery	10a: Daily Check-in 11a: Employment: Communication 12p: Anger Management 2p: Recovery	1p: Daily Check-in 2p: Recovery 3p: Peer Support Group 6p: Vision Boards			

After Incarceration Centers Request for Response

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF PUBLIC SAFETY & SECURITY DEPARTMENT OF CORRECTION

50 MAPLE STREET, SUITE 3

MILFORD, MA 01757



Request for Response (RFR) Document Title: After Incarceration Centers

COMMBUYS Bid#: BD-23-1025-DOCFS-1000M-82405

**Agency Document Number: RFR # 23-DOC-1000-After Incarceration
Centers**

Issue Date: January 10, 2023

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that may be found on [COMMBUYS](http://www.commbuys.com) (www.commbuys.com). Bidders are responsible for reviewing and adhering to all information, forms, and requirements for the entire Bid, which are incorporated into the Bid. Bidders also may contact the OSD Help Desk at OSDHelpDesk@mass.gov or by phone at 1-888-MA-STATE (627-8283). The OSD Help Desk is staffed from 8:00 p.m. to 5:00 p.m. Monday through Friday, Eastern Time, except during federal, state, and Suffolk county holidays.

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1. RFR Introduction and General Description

1.1. Procurement Scope and Description

The Massachusetts Department of Correction (the “Department” / DOC) > is soliciting Bidders for the acquisition of a visionary, community-centric re-entry/after incarceration support center (the “Center”). The Center will focus on providing the necessary personal, familial, and professional tools to ensure successful re-entry based principally on prioritizing key social determinants of health, together with a judgment-free, “people first” approach to supporting returning individuals after incarceration. Returning individuals utilizing the Center will find a safe, welcoming, resource-rich environment that breaks down barriers to reintegration while providing access to essential, customized resources and supports around a unified mission to invest in each returning individuals’ post-incarceration personal and professional success. To flourish and to be effective, the Center will integrate the surrounding community within its doors – the Center will be community-driven, will foster active community involvement, and will ensure continual community engagement.

It is highly desirable that the Center(s) be in Suffolk and Worcester counties. The Department reserves the right to add and remove regions of the state as it sees fit at any point in time through the contract period, initial duration, and renewal period(s) included.

1.2. Applicable Procurement Law

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

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

1.3. Number of Awards

At this point in time, The Department seeks a single Contractor. The Department reserves the right to solicit Multiple Contractors in the future with the intent to establish and maintain a list of pre-qualified contractors from which the Department, its facilities, and other Commonwealth Agencies defined as eligible entities, can select.

1.4. Adding Contractors after Initial Contract Award

This is an Rolling Enrollment Contract. Under the rolling enrollment process, the RFR does not close, allowing bidders to respond at any point during the life of the solicitation. However, all contracts resulting from this RFR will expire simultaneously. The Department will not accept new bids that are received less than 6 months away from the maximum and final end date of the solicitation. The Department makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR.

1.5. Eligible Entities

Any contract resulting from this Bid will be open for use to the Issuing Entity (DOC) and all agencies under the oversight of the Executive Office of Public Safety and Security (EOPSS) including County Sheriff’s Departments, Massachusetts Parole Board, and Massachusetts Probation Service. This is a Non-Statewide/Limited User Contract.

Each of these Commonwealth Agencies will be responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this contract.

1.6. Acquisition Method(s)

The acquisition method(s) to acquire goods and/or services from this Solicitation are:

Fee for Service

Contract will have a maximum obligation

1.7. Performance and Payment Time Frames Which Continue Beyond Duration of Contract

All terms or other agreements for services entered into during the duration of this contract and whose performance and payment time frames extend beyond the duration of this contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new agreements for services may be executed after the contract has expired.

1.8. Contract Duration

The expected duration of this contract is as follows:

Contract Duration	Number of Options	Number of Years/Months
Initial Duration		Up to 2 Years
Renewal Options	2	2 Options to Renew, up to 2 Years Each Option
Total Maximum Contract Duration		6 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.

1.9. Estimated Value

The estimated value of purchase(s) resulting from this Bid is \$3,000,000.00. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels

This Request for Response is being procured in compliance with the World Trade Organization for procurements in which the value over the entire duration of the procurement may exceed \$498,000.

The Department is looking for the "Best Value" response, which is timely, which supports the required performance outcomes, and which provides the greatest quantity of services at the highest quality.

The "Estimated Value (US\$)" for this Bid was based on the following: Expected Funds for FY23 and FY24

2. Estimated Procurement Calendar

EVENT	DATE
Announcement Published on CommBuys	12/13/2022
Bid / RFR Release Date	1/10/2023 12:00 P.M.
Deadline for Submissions of Bidder Written Questions	1/24/2023 2:00 P.M.
Official Answers for Bid Q&A Published (Estimate)	1/27/2023 2:00 P.M.
Bid Amendment Deadline / Bid Docs Will Not Be Amended After This Date	2/7/2023 5:00 P.M.
Deadline for Quote/Bid Responses ("Bid Opening Date/Time" In CommBuys)	2/14/2023 2:00 P.M.
Evaluation of Initial Bid Responses (Estimate)	2/14/2023 through 2/21/2023
Site Inspections for Selected Bidder(s) (At the Department's Discretion) (Estimate)	End of February (Bidders will be notified and given at least one week's notice if Site Inspections are required.)
Notification of Apparent Successful Bidder(s) (Estimate)	End of February
Negotiations (Estimate)	End of February
Estimated Contract Start Date	3/1/2023

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

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

2.1. Point of Contact

All formal communication during the bidding period shall be only through the designated point of contact and all submissions shall be via COMMBUYS.

The Prime point of contact for this solicitation will be:

SST Leader Name: Matthew Dailey

SST Leader Title: Executive Director of Administrative Services

Email address: Matthew.Dailey@doc.state.ma.us

2.2. Questions and Answers Regarding the RFR

Questions and clarification requests shall be minimized or aggregated to the extent possible. **All questions and clarification requests shall be made by the Bidder by pressing the “Bid Q&A” tab for the RFR in COMMBUYS.** Responses to requests for clarification or questions will be provided in writing and issued by the Strategic Sourcing Team Leader via COMMBUYS. In addition, the Department of Correction reserves the right to, in its sole discretion, to not answer all questions submitted by Bidders. It is the Bidder’s responsibility to verify the receipt of questions and clarification requests.

Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. Bidders are responsible for entering content suitable for public viewing since all the questions will be accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable including information about the bidder’s company or other companies. The SST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this bid. All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.

2.3. Amendment Deadline

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

2.4. Site Inspection

The Department reserves the right to conduct site inspections. Site inspections will be conducted at the sole discretion of the Department following the submission of bids. Please see above procurement calendar for the estimated Site inspection dates.

3. Specifications

Additional required terms appear in the Appendices to this RFR.

The mission of the Department of Correction is to promote public safety by managing offenders while providing care and appropriate programming in preparation for successful reentry into the community. To expand this mission for returning individuals and their families, the Department is seeking contractors for a visionary, community-centric re-entry/after incarceration support center (the “Center”) will focus on providing the necessary personal, familial, and professional tools to ensure successful re-entry based principally on prioritizing key social determinants of health, together with a judgment-free, “people first” approach to supporting returning individuals after incarceration. Returning individuals utilizing the Center will find a safe, welcoming, resource-rich environment that breaks down barriers to reintegration while providing access to essential, customized resources and supports around a unified mission to invest in each returning

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individuals' post-incarceration personal and professional success. To flourish and to be effective, the Center must integrate the surrounding community within its doors – the Center will be community-driven, will foster active community involvement, and will ensure continual community engagement.

3.1. General Obligations of the Contractor

The Contractor must be an innovative partner experienced in re-entry operations to implement, open, and thereafter operationalize/manage an after-incarceration support center in Massachusetts that provides a safe, welcoming “people first” environment to individuals re-entering society after incarceration (the “Center”). At its core, the Center shall shift paradigms and break down barriers by creating a judgment-free place that is solely dedicated to investing in the personal and professional success of returning individuals. The selected Center operations contractor, determined and awarded according to the terms and conditions herein and under the resultant contract (“Contractor”), must appreciate the ethos of both EOPSS and DOC to reduce recidivism while implementing the shared EOPSS/DOC vision of re-imagining how an entire community supports individuals upon re-entry. As such, the Center must not be a criminal justice solution to traditional re-entry programming. Rather, the Center shall focus on evidence-based practices, vision-aligned staffing, coaching, and mentorship guided by lived experience, and providing easy-to-access, understandable resources and information on needed services for returning citizens. At its core, a sense of community must be intertwined within the very fabric of the Center – the Center must be community-driven, both through active community involvement and continual community engagement. Ultimately, the Center must be proactively positioned to both advocate for, and provide support to, returning citizens and must prioritize services to them based on key social determinants of health – principally food, education, job placement, housing, and healthcare and addiction treatment.

To be considered, bidders must have existing space on-hand as Contractor must be able to operationalize the Center fully within three (3) months of the contract award resulting from this RFR. In addition, Contractor must:

- Operate the Center in accordance with the RFR, including but not limited to the operationalization of the types of services outlined below and throughout this RFR.
- Provide access to walk-in and/or same-day services including but not limited to both crisis assessment as well as to peer support specialist and recovery coach services.
- Provide connections within the community to ongoing care including behavioral health, initiation of Medication-Assisted Treatment (“MAT”) and Medication for Opioid Use Disorder (“MOUD”), post-crisis appointments, social service and support plans, and case management.
- Maintain operating hours that accommodate the needs of those who will be utilizing services at the Center, with consideration given to evening and weekend options.
- Provide adequate staffing, as detailed herein, at all times, to ensure delivery of required comprehensive services.
- Offer and make available space for other agencies under EOPSS to connect and engage with returning individuals (e.g., Credible Messengers, DOC, and criminal justice agencies including the Massachusetts Parole Board).
- Incorporate existing programs and/or resources into Contractor’s Center model. Care should be taken to avoid duplication, encourage continuity, and maximize utilization of

existing programs, including but not limited to those sponsored by EOPSS and the Massachusetts Executive Office of Health and Human Services (“EOHHS”), as well as assistance programs run by the Massachusetts Department of Housing and Community Development (“DHCD”).

- Ensure that the Center model complements, but does not conflict with, other Massachusetts state initiatives.
- The Contractor shall operate the Program pursuant to a fiscal structure which shall achieve accounting transparency, with full reporting and accountability to the Department and EOPSS.
- The Contractor shall participate in the Department reentry and discharge planning programs as set forth within this Request for Response.
- The Contractor shall provide all Services required by this Contract with no exclusions and at no additional cost to the Department.
- The Contractor shall acknowledge that Commonwealth Medicine, the public consulting and operations division of the University of Massachusetts Chan Medical School (“UMass Chan”) will support EOPSS/DOC by providing project management, strategic development, governance, Contractor compliance, and Contractor fidelity monitoring and reporting regarding the creation, implementation, and operation of this Center and its alignment with the broader EOPSS/DOC re-entry initiative.

4. Role of the Contractor

The Contractor will engage individuals by providing proactive support pre-release through In-Reach to Correctional Facilities inclusive of planning, advocacy, and connections to community resources, to continue through transition, day of release, and ongoing connection to the Center.

The role of the Contractor is to ensure the provision of services centered and prioritized around key social determinants of health. The key social determinants of health – food, education, job placement, housing, and healthcare and addiction recovery shall be integral to all interactions at the After Incarceration Support Centers. The Contractor must provide the core services included in this RFR, and any ancillary services necessary to ensure the success of core service offerings and overall Center success, or otherwise link individuals to such services, as needed, through direct service provision or facilitated connections. Bidders must propose how they intend to provide or facilitate the provision of services and supports as outlined below in their proposals.

Key social determinants of health-based facilities and services available at the Center may include but are not limited to those in the table provided immediately below and should be proposed in each bidder’s proposal.

4.1. Food

Facilities:

A kitchenette with readily available pre-packaged, single –serving-ready to eat snack or meal options.

Services:

- Nutrition/sustenance-related referral information
- SNAP benefits assistance

- Food assessments that include family members
- Cooking and food preparation sessions (and introductions to area culinary programs, if desired)
- At-the-ready nutritional services and education, with ongoing Center-based programs

4.2. Education

Facilities:

Space(s) conducive to learning.

Services:

- High school equivalency testing support.
- Vocational training with Center-based support.
- College-level educational opportunities.
- Entrepreneurship and business startup training.
- Credit building and personalized service offerings tied to housing needs.
- Personal educational growth opportunities, including parenting, family reunification, personal banking, internet security, and personal finance classes.

4.3. Housing

Services:

- Engagement with landlords, sober homes, and faith-based organizations and programs.
- Linkages to rental assistance programming and support.
- Access to housing and eligibility specialists/case managers.
- Community connections to access emergency housing, Section 8 housing vouchers, and addiction recovery support housing, all with access to priority housing opportunities.

4.4. Job Placement

Facilities:

- Job search resources (e.g., job boards, computer terminals, etc.).
- Interview spaces (virtual and in-person).
- Access to technology and the internet.

Services:

- Job readiness, job placement, and job training programs and initiatives to include but not limited to:
 - Resume and job search support
 - Interview coaching
 - Access to professional attire
 - Volunteer opportunities and pathways
 - Access to paid internships and mentoring
 - Apprenticeship through labor unions
 - Licensure pathways
 - Flex funding (for materials or other needed tools to support job search and placement)

- Job fairs
- I-9 documentation.
- Pre-release work programs/engage resources from justice agencies during the pre-release phase (ex., prison works as a step-down facility).
- Sourcing CORI-friendly employers (and proactively seeking out individuals) who are supportive of hiring justice-involved individuals.
- On-the-job coaching (e.g., encourage and position justice-involved individuals for success in their job).
- Initiatives to identify appropriate partners to support job preparedness opportunities, integrate with appropriate employer networks, and network with more CORI-friendly companies.

4.5. **Healthcare and Addiction Treatment**

Services:

- Healthcare navigation assistance, including enrollment in MassHealth if not currently enrolled.
- Access to/Referral for:
 - Hygienic products (soap, feminine care, etc.).
 - Contraceptives.
 - Bridge prescription.
 - Counseling circles.
- Continuum of care – care coordination or access to a centralized care team, access to or connection to existing mobile healthcare clinics and MOUD vans, and access to a recovery coach and recovery services.
- Education on access to healthcare.

5. Outreach and Engagement

The Contractor shall develop a detailed outreach and engagement plan that outlines their approach to engaging the community at the Center. Entities to be included in the outreach and engagement plan include but are not limited to:

1. Community providers.
2. Community support programs.
3. Homeless services providers.
4. Providers of affordable and subsidized housing.
5. Cultural and community groups serving historically underserved populations.
6. Faith-based organizations.
7. Family Resource Centers.
8. Justice agencies including Probation, Parole, and law enforcement.
9. Municipal departments, as needed.

6. Staffing

The Contractor shall operate the Center and Center Programs based on a contractual staffing plan using only appropriately licensed, registered, certified and professionally trained Personnel for healthcare, education and vocational. All applicable licenses, registrations, and certifications shall be current and active.

Other Personnel with shared experience utilizing a peer support model shall be utilized. Re-entry coaching and mentorship shall be essential elements to both the day-to-day operations of the Center and its overall success. The Center must leverage the lived experience of individuals who have themselves been through (or have been impacted by) the re-entry process when working with returning citizens. These individuals with lived experience will serve as navigators and life coaches who can invest in the well-being and development of returning citizens, meeting them where they are in the process and tailoring their support in a way that is conducive to the individual's strengths and personal goals. To accomplish this, the Center will rely on the key tenets of trust, relatability, empowerment, and encouragement as essential pinnacles for success in this area.

Coverage schedules shall be responsive to the evolving needs of the Center, and therefore, the Contractor may be required from time to time modify staffing assignments. On Call emergency contacts should be available to the persons served by the Center to ensure responsibility to decrease risk of

The Contractor shall ensure appropriate coverage in the event of an extended absence or vacancy.

6.1. Licensure

The Contractor shall insure that all Personnel shall be licensed, certified, or registered to the extent required by the Commonwealth of Massachusetts and as necessary for the Contractor to fulfill its obligations under this Contract. All licensed, certified, or registered Personnel shall practice solely within the scope of such licensure, certification or registration, as well as their level of experience and competency. The Contractor shall provide to its Personnel any continuing education, on the job training and clinical instruction and supervision as deemed appropriate by the Contractor. The Department shall not bear financial responsibility for the cost of any required education necessary to maintain licensure.

6.2. Staffing Diversity

The Contractor, as part of its staffing pattern, shall strive to reflect cultural competency and cultural sensitivity. An adequate degree of matching staff characteristics to Program participant characteristics and demographics shall be made. The Contractor should recognize diverse groups and strive to hire personnel that reflect the ethnic and linguistic diversity of the population it serves. Contractor staff must be culturally and linguistically responsive and shall serve as champions of a shared vision that ultimately establishes trust among the community and further attracts quality talent.

6.3. Compensation and Benefits of Personnel

The Contractor shall have the sole and exclusive responsibility for determining the compensation, terms and conditions of employment or engagement and benefits of, and for paying all compensation and other benefits to their respective Personnel.

7. Commitment to Innovation and Continuous Quality Improvement

Contractor must demonstrate commitment to innovation and continuous quality improvement and will work collaboratively with EOPSS, DOC, and UMass Chan to continuously refine and improve the Center model. UMass Chan intends to use a collaborative approach to problem-solving during

the contract period in partnership with Contractor to optimally achieve the intended purpose of the Center.

7.1. Participation in Evaluation

Monthly Meetings with, and Reports to UMass Chan are required by the Contractor, represented by its program director or other designee(s), must meet with UMass Chan monthly to discuss topics described in this section.

1. **Implementation Progress** - During the ramp-up period until operations commence at the Center, and during the subsequent implementation of changes in scope, new programs, or initiatives, Contractor shall report to UMass Chan during monthly meetings. Areas of discussion to include:
 - i. Contractor's plan for and progress on hiring staff, including managing staffing challenges.
 - ii. Contractor's progress in developing systems to ensure the safety of staff and individuals served under this Contract.
 - iii. Contractor's progress in implementing the Center model.
 - iv. Contractor's progress in developing performance metrics and reporting requirements.
 - v. Contractor's progress in developing information material.
 - vi. Contractor's plan for outreach and engagement of community members, service providers, and other available resources.
 - vii. Other issues and concerns identified by either EOPSS, DOC, UMass Chan, or Contractor.
2. **Status of Outcomes** – After Center's operational start date, Contractor must submit to UMass Chan monthly:
 - All reported outcomes.
 - A specific description of any cases in which the Center was unable to provide services or facilitate linkage to service in the community and the observed barrier to doing so.
 - Any recommendations for improvement to Center model that might remedy said barrier.
 - Other related information and or data that EOPSS, DOC, or UMass Chan-, deem essential to the Center's operation.
 - Contractor shall participate in an evaluation, which includes providing data requested by UMass Chan's designated evaluators, if reasonably available, documenting implementation experience including implementation challenges, allowing any evaluation staff access to Center facilities for observation of the operations, and participating in interviews and focus groups, as requested by the evaluators.
 - Results of the evaluation will be used to inform updates to the Center model, as well as evidence-based practices for potential statewide expansion of the Center model.

8. Meetings

- 8.1. **Governance:** Voices of impacted individuals and those who have experienced system involvement will help center the vision and mission of the Center. A Governance Committee will provide advice and input around needs and overall operations of the Center and must be led by a person with lived experience ("Governance Committee").

The Governance Committee will work jointly with the DOC and UMass Chan, in their respective roles. Presentations to Governance Committee by the Contractor shall occur every other month on the following:

- An overview of outcomes reported to date as agreed upon with EOPSS, DOC, and UMass Chan
- Identified barriers to achieving the intended purpose of the Center as outlined in this RFR
- Proposed improvements to the Center model
- Accomplishments
- Next steps

8.2. Personnel Supervision

The Contractor shall establish a schedule of periodic meetings for each discipline. Meetings at the Facilities shall include multi-disciplinary meetings attended by all disciplines. Meetings shall be held so as not to detract or interrupt on-site Services. Meetings shall include a staff education component relevant to issues relative to returning individuals and Center concerns.

9. Performance Measures

9.1. Performance Measures Criteria

UMASS Chan will evaluate the quality and efficiency of the provision of Services under this Contract and to ensure that the Contractor and its subcontractors, if any, are accountable for the quality and timeliness of the Services provided and are utilizing evidence-based criteria, pathways, and best practices. The Contractor and its subcontractors, if any, shall provide monthly aggregated statistical or other information regarding outcomes and progress toward improvement.

10. Physical Plant, Equipment, Supplies, Computers and Telecommunications

To be considered, Contractors must have existing space on-hand as Contractor must be able to operationalize the Center fully within three (3) months of the contract award resulting from this RFR.

10.1. Supplies

The Contractor shall be responsible for providing all office, and other Supplies necessary to perform its obligations under this Contract.

11. Annual Independent Financial Audit Report

Within one hundred eighty (180) days following the end of each of the Contractor's Fiscal Year during the term of this Contract, the Contractor shall provide EOPSS, DOC and UMass Chan with an independent audit and accompanying financial statements of the Contractor's financial condition, with specific emphasis and details on the Contractor's finances related to the Contract. If such report does not demonstrate that the Contractor is in sound financial condition, then the report shall identify all corrective actions being taken to address any identified financial problems.

12. Compensation Structure/Pricing

The acquisition method to acquire goods and/or services from this Solicitation is Fee for Service.

Compensation will be based solely on the pricing information provided by the Bidder and accepted by the Department.

Bidders responding to this RFR must complete and return: Fiscal Year Program budget for FY 23, FY 24, and FY 25.

Any negotiated prices and discounts for subsequent options to renew time periods will be firm for the entire time period of the renewal option.

The Department is looking for the “Best Value” response, which is timely, which supports the required performance outcomes, and which provides the greatest quantity of services at the highest quality.

The Commonwealth and Department make no guarantee that any commodities or services will be purchased from any Contract resulting from this Bid.

12.1. Supplier Diversity Program

Program Background

Pursuant to [Executive Order \(EO\) 565](#), 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 \(SDO\)](#).

Financial Commitment Requirements

All Bidders responding to this solicitation are required to make a significant 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 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.

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)

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.

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.

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 provided the Contractor continues to meet its SDP Commitment.

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 [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](#) 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, 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** for Bidders to provide an SDP Focus Statement that describes 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.

It also is **desirable** for Bidders to 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.

Evaluation of SDP Forms

To encourage Bidders to develop substantial 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.

SDP Spending Reports and Compliance

After contract award, Contractors shall be required to provide reports demonstrating compliance with the agreed-upon SDP Commitment as directed by the department, which in no case shall be less than annually.

Only spending with SDP Partners that appear in the [SDO Directory of Certified Businesses](#) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](#) 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 toward meeting a Contractor's SDP Commitment.

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

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.

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.

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

14. Other Terms

14.1. Department of Correction (DOC) Terms **Prison Rape Elimination Act (PREA)**

The Prison Rape Elimination Act (Public Law No. 108-79), enacted in 2003, supports the elimination and prevention of sexual assault and rape within corrections systems, mandates national data collection efforts, provides funding for program development and research, creates a national commission to develop standards and accountability measures and applies to all federal, state, and local prisons, jails, police lockups, private facilities, and community settings such as residential facilities.

The Department of Correction has zero tolerance towards the sexual abuse of inmates in its custody. All staff members, volunteers, and vendors are required to comply with 103 DOC 519, the Sexual Harassment/ Abuse Response and Prevention Policy (SHARPP), and to report any sexually abusive behavior to the Department immediately. Inmate employers are required to immediately report such behavior to the facility Superintendent.

The Contractor shall fully cooperate with the Department's implementation of Public Law 108-79, The Prison Rape Elimination Act (PREA) and the Department's implementation of the United States Department of Justice Prison Rape Elimination Act Prison and Jail Standards, 28 CFR 115 (May 17, 2012). Specifically, the Contractor shall comply with all Department policies and procedures and shall develop and implement protocols that are consistent and in accordance with the Department's current and future policies regarding staff sexual misconduct and other types of abusive sexual behavior, including 103 DOC 519, Sexual Harassment /Abuse Response and Prevention Policy (SHARPP).

The Contractor, as an extension of the DOC, is responsible for full and complete compliance with the PREA Law and all standards contained in the PREA Prisons and Jails Standards issued by the Department of Justice, including:

Prevention Planning: (1) § 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator

(2) § 115.12 Contracting with other entities for the confinement of inmates.

The Contractor is responsible for ensuring that it is in full compliance with the PREA Law and all standards and must achieve a 100% passing score on all PREA audits initiated by the Department, ACA, and/or any other entity.

Before hiring or promoting employees who may have contact with inmates, the Contractor, as an extension of the DOC, shall abide by § 115.17 Hiring and promotion decisions.

Security and Confidentiality

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

identifiable information, or commercial proprietary information in the possession of the Department of Correction.

14.2. Contractor's Terms and Conditions

The Department is not obligated and should not complete, sign or execute any contractor or vendor contracts, invoices or other terms and conditions. It must be clearly understood that the Standard Contract Form and the Commonwealth Terms and Conditions supersede any contractor or vendor contracts, invoices or other terms and conditions. If, by chance, any said contractor or vendor contracts, invoices or other terms and conditions are signed, the signed document is immediately considered invalid.

14.3. Reporting

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

14.4. Contract Management

The "Purchaser" contact listed in the Master Blanket Purchase Order on COMMBUYS for this Contract is the Department's Contract Manager.

The Department's Contract Manager is the point of contact for interested bidders during the procurement process. Bidders may contact the Contract manager if the bidder is having trouble obtaining any required attachments electronically through COMMBUYS. 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 Department employee or representative is authorized to provide any information or respond to any question or inquiry regarding this RFR.

The Department's Contract Monitor is the Department employee responsible for managing and administering the contract upon award. The Department's Contract Monitor will be the point of contact for the successful bidder and Contractor concerning day to day operational matters and the performance of duties of the contract.

Contract Manager:

Jared Resendes

Jared.Resendes@doc.state.ma.us

Contract Monitor:

Matthew Moniz

Matthew.Moniz2@doc.state.ma.us

14.5. Change Notification

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

Any change of address, including remit address, requires immediate written notification and submission of a new W-9 Form and a brief letter written on contractor's letterhead stating that their address has changed "from" and "to." If written notification is not received, changes

cannot be done; therefore, any payments will be sent to the address which is currently on file and with no late penalty to the Commonwealth.

14.6. Invoices and Payment

Itemized invoices shall be sent to the proper office by the Contractor no later than 30 days after completion of services or receipt of goods. The Contractor's invoices at a minimum shall include the following:

- Name and address of Contractor
- Telephone number, fax number, and e-mail contact address
- Date of invoice and date of delivery
- Name of Department contact person
- Prompt payment discount terms
- Valid Department of Correction Purchase Order number

All invoices shall be itemized. Itemized invoices shall include a copy of all receipts and any backup documentation. Itemized invoices shall include a complete description for each charge such as number of billable hours, the hourly rate, an explanation, and description of the work performed, etc.

Invoicing and credit issues must be resolved in a timely and efficient manner. A copy of the completed, signed, and detailed receipt of deliverables, which includes the department employee signature, may be attached to the invoice.

All invoices will be paid in accordance with the Office of the Comptroller's Bill Paying Policy.

Prompt Pay Discounts

Contractors are required to offer prompt pay discounts terms to the Department. Preference or additional points may be given for reasonable offers. If the Contractor offers a prompt pay discount, the discount terms must be clearly indicated on the invoices. The date the prompt payment discount term will begin is the date that the invoice is received and accepted by the Department's fiscal office or the date of work completion/order receipt, whichever is greater.

Justified Credits

Written credits will be issued to the fiscal office no later than two business days upon request. Payments will not be processed until written credits are properly received. No penalty will be issued to the Department for late payments caused by disputed invoices.

Tax Exempt

Tax shall not be charged to Executive Branch Departments. The Contractor may request a copy of the Tax-Exempt form from the Department.

The Department makes no guarantee that any services will be purchased from any contract resulting from this RFR. The contract resulting from this procurement creates no entitlement or guaranteed funding and payment is subject to completion and acceptance of performance by the Department.

Prevailing Wage

The Contractor shall adhere to all prevailing wage rate specifications and schedules as determined by the Commonwealth of Massachusetts Executive Office of Labor and Workforce Development and the United States Department of Labor as applicable, and when required.

Contractors are agreeing to these terms by submitting a Response to this RFR.

14.7. Performance Measurement

Any and all work performed through the duration of the contract must be guaranteed by the contractor to be completed in a workmanship-like manner and according to applicable codes and industry accepted standards. Contractors will only be expected to provide services in their area(s) of expertise; that is, the business for which they receive an award. Each contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Purchasers may be surveyed as to their satisfaction with the contractor's performance under the contract. Contractor performance will also be evaluated based on the number of complaints received from Purchasers. 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.

The Contractor shall develop a system of performance measures and indicators in order to evaluate the quality and efficiency of the provision of Services under this Contract and to ensure that the Contractor and its subcontractors, if any, are accountable for the quality and timeliness of the Services provided and are utilizing evidence-based criteria, pathways and best practices. The Contractor and its subcontractors, if any, shall provide monthly aggregated statistical or other information regarding outcomes and progress toward improvement.

14.8. Contract Amendments

The Department reserves the right to amend this contract. The Department may negotiate changes to the original performance measures, reporting requirements or payment methodologies tied to performance at any time during the contract duration if they are consistent with the specifications of this RFR. The Department reserves the right to negotiate and execute contract amendments with the contractor(s) which the Department determines are necessary to result in the intent of this RFR, to amend the specifications for necessary requirements, or to result in a better valued contract. Negotiation would be with the successful Contractor(s) of this RFR. Amendments may include, but are not limited to, contract dollars, contract performance, increased or decreased obligations, scope of work, quantity, etc.

14.9. Contract Renewal

Prior to the expiration of the initial duration, the Department will notify Contractors of the Department's intent to renew the contract. Price changes may be requested at that time if supporting documentation of any increases is provided. Renewal rates will be negotiated at the time of the renewal offer. Contract renewal is contingent upon the Contractor's ability to perform contractual obligations.

14.10. Contract Termination for Convenience

In accordance with Section 4 of the Commonwealth Terms and Conditions, the Department of Correction may, in its sole discretion, terminate this Contract at any time without cause for its convenience ("Termination for Convenience") by giving written notice to Contractor thirty (30) calendar days prior to the effective date of termination or such other period as is mutually

agreed upon in advance by the parties. If Contractor is not in default or in breach of any material term or condition of this Contract, Contractor shall be paid its reasonable, proper, and verifiable costs, including work performed and accepted up to the date of termination to the extent previous payments made by the Department of Correction to Contractor have not already done so. Such payment shall be Contractor's sole and exclusive remedy for any Termination for Convenience and, upon such payment by the Department of Correction to Contractor, the Department of Correction shall have no further obligation to Contractor. The Department of Correction shall not be responsible for Contractors anticipatory profits or overhead costs attributable to unperformed work.

14.11. Contract Termination for Cause

In accordance with Section 4 of the Commonwealth Terms and Conditions, the Department may terminate a contract if the Contractor breaches any material term or condition or fails to perform any material obligation required by the contract.

14.12. Insurance

The Commonwealth of Massachusetts is self-insured and does not pay for additional insurance, which means that it does not purchase separate personal and property liability insurance. The Commonwealth does not provide certificates or other proof of insurance since this is provided for in the statute [M.G.L. c. 258](#) (which has the same affect). Therefore, providing this information should obviate the need for providing further proof of insurance. Departments are prohibited from insuring Commonwealth property under [M.G.L. c. 29, § 30](#) absent specific legislative authorization. This means that a department is prohibited from insuring its property or equipment from damage or loss. In addition to being prohibited from insuring its own property, a department may not insure property it does not own.

The Bidder(s) awarded contracts pursuant to this RFR **must** have the insurance coverage listed below and this insurance coverage **must** be maintained during the life of the contract. As part of the response to this RFR, Bidders must provide Certificates of Insurance from their insurance company to include: (Insurance further identified below. Prior to beginning work pursuant to this RFR with a subcontractor, the Contractor **must** provide the Department of Correction with certified copies of each subcontractor's insurance policies, which **must** meet the same insurance coverage levels for contractors as **required** under this RFR. Any policy limits set below shall not be interpreted to limit the Contractor's liability for personal or property damage in the performance of this Contract and the Contractor shall remain fully liable for any personal or property damages in the performance of this Contract.

Please see example below. Note: these are examples. Bidders must return Certificates of Insurance applicable to their own coverage.

Certificates of Insurance

Provide copies with response.

<u>Bodily Injury</u>		<u>Property Damage</u>	
Each Person	\$100,000	Each Accident	\$100,000
Each Accident	\$300,000	Aggregate	\$300,000

Premises Liability

Each Person	\$100,000
Each Accident	\$300,000
Aggregate	\$300,000

The Bidder(s) awarded contracts pursuant to this RFR must have the insurance coverage listed above, but any Contractor is subject to the Indemnification language contained in Section 20. Appendix 3.

15. Audit

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

16. Evaluation Criteria

Bidder scores will be used to rank Bidders and will determine which Bidders proceed to subsequent stages of the evaluation and/or enter into negotiations with the department to receive a Contract award.

The Department is looking for the “best value” response which provides the greatest quantify of services at the highest quality.

Below are the criteria and maximum points available:

<u>Criteria:</u>	<u>Maximum Points Available</u>
Cost Proposal	25
Provision of Food Services	25
Provision of Educational Services	25
Provision of Housing Services	25
Provision of Job Placement Services	25
Provision of Healthcare & Addiction Treatment Services	25
Experience in Providing Community Based Re-entry Services	25
<u>Subtotal:</u>	<u>175</u>
Supplier Diversity Plan: (minimum of 25% weight)	43.75
<u>Total:</u>	<u>218.75</u>

Added Value: (Up to 5 possible points per each added value)

Added Value is determined by the Strategic Sourcing Team (SST). Added Value is discretionary. Added Value could be anything in the proposal that the bidder includes, that in the view of the SST, is above and beyond the requirements of the RFR, and results in a “best value” to the Department and Commonwealth, which the SST determines to be an additional “plus”, and worthy of additional points. The SST determines the number of added value points, if any, on a case by case basis.

16.1. Supplier Diversity Plan Minimum of 25% Weight

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

16.2. Best and Final Offer

After the deadline for response submission, the Department reserves the right to extend a Best and Final Offer (“BAFO”) opportunity to all or a select number of bidders. Bidders may be asked to submit additional information specific to program specifications and cost.

17. How to Submit a Quote

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

Quote Submission Method

Online Bid Submission via COMMBUYS is required.

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

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

- **Appendix 6**, Instructions for Vendors Responding to Bids Electronically through COMMBUYS, which is part of this document;
- Training sessions focused on online Quote submission, if offered, are noted in the Estimated Procurement Calendar;
- An online job aid on [How to Create a Quote](#)
- Webcast video on [How to Find Bids \(Solicitations\) and Submit Quotes \(Responses\) through COMMBUYS.](#)

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 and select the COMMBUYS Resource Center link offered under Key Resources.

Email: Send inquiries to the COMMBUYS Helpdesk at COMMBUYS@state.ma.us

Telephone: Call the COMMBUYS Help Desk at 1-888-MA-STATE (1-888-627-8283). The Help Desk is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, 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.

Bid Opening Date/Time (aka Deadline for Proposals)

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

LATE QUOTES WILL NOT BE CONSIDERED.

17.1. Quote Contents

Bidders must comply with the requirements below.

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.

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

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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.

17.2. 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 Services Lead for guidance.

18. Appendix 1 – Required Terms for all RFR's

18.1. General Procurement Information

18.1.1. 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.

18.1.2. 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 Bid. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Quote, whether or not the Quote is selected for Contract award.

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

18.1.3. 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 this Bid in the event that this RFR is incomplete, or information is missing. Bidders experiencing technical problems accessing information or attachments

stored on COMMBUYS should contact the COMMBUYS Helpdesk (see the document cover page for contact information).

18.1.4. Certifications

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

18.2. Terms and Requirements Pertaining to Awarded Contracts

18.2.1. Commonwealth Tax Exemption

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

18.2.2. Contractor's Contact Information

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

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

18.2.3. Contractual Status of Orders and Services Contracts

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

18.2.4. Publicity

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

19. Appendix 2 – RFR Required Specifications for Commodities and Services

Revision Date: October 5, 2021

In general, most of the required contractual stipulations are referenced in the Standard Contract Form and Instructions and the Commonwealth Terms and Conditions. However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00.

The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions also may be identified in this RFR. Other terms not defined elsewhere in this document may be defined in OSD's [Glossary of Terms](#). Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

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

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

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

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

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

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

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

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

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

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

5. **Supplier Diversity Office (SDO) Programs.** Pursuant to Executive Orders [523](#) and [565](#), the Commonwealth supports the use of diverse and small businesses through the Small Business Purchasing Program (SBPP) and the Supplier Diversity Program (SDP). Based on the estimated value of the procurement, one of the above-mentioned programs shall be applicable to this RFR. For more information on the program that applies to this solicitation, see the body of this RFR.

6. **Small Business Purchasing Program (SBPP)**

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

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

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

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

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

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

Program Resources and Assistance. Bidders and Contractors seeking assistance regarding SBPP may visit the SBPP Webpage or contact the SBPP Help Desk at sbpp@mass.gov.

7. Supplier Diversity Program (SDP)

Program Background. Pursuant to [Executive Order 565](#), 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 (see below for more information) by the [Supplier Diversity Office \(SDO\)](#).

Financial Commitment Requirements. All Bidders responding to this solicitation are required to make a significant financial commitment ("SDP Commitment") to partnering with one or more SDO-certified or recognized diverse business enterprise(s) or non-profit organization(s). This SDP Commitment must be expressed as a percentage of 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 acceptable Total SDP Commitment in response 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.

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 (LGBTBE)

Eligible Types of Business-to-Business Relationships. Bidders and Contractors may engage SDP Partners as follows:

- **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.

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.

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, provided the Contractor continues to meet its SDP Commitment.

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, 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 U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages 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 are 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, the Contractor must find alternative SDP Partners to meet the 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** for Bidders to 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.

It also is **desirable** for Bidders to 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.

Evaluation of SDP Forms. To encourage Bidders to develop substantial 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.

SDP Spending Reports and Compliance. After contract award, Contractors shall be required to provide reports demonstrating compliance with the agreed-upon SDP Commitment as directed by the department, which in no case shall be less than annually.

Only spending with SDP Partners that appear in the SDO Directory of Certified Businesses or in the U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages 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 toward meeting a Contractor's SDP Commitment.

It is 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.

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.

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.

8. Agricultural Products Preference (only applicable if this is a procurement for Agricultural Products). Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural, floricultural, or horticultural commodities; the growing and harvesting of forest products; the raising of livestock, including horses; raising of domesticated animals, bees, and/or fur-bearing animals; and any forestry or lumbering operations.

9. Best Value Selection and Negotiation. The Strategic Sourcing Services Team or SSST may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The SSST and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

10. Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the SSST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete, or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS.

11. Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

12. Costs. Costs which are not specifically identified in the bidder's response and accepted by a department as part of a contract will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

13. Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current on COMMBUYS the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the SSST, including requests for clarification. The SSST and the Commonwealth assume no responsibility if

a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network, or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the SSST to be lost or rejected by any means including email or spam filtering.

14. Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder is able to provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe, and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors may track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application may be found on the OSD Forms page (www.mass.gov/lists/osd-forms). Additional information about EFT is available on the VendorWeb site (www.mass.gov/osc). Click on MASSfinance.

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

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

15. Executive Order 509, Establishing Nutrition Standards for Food Purchased and Served by State Agencies. Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009, that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department's website: Tools and Resources for Implementation of Executive Order 509.

16. 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.

17. Minimum Quote (Bid Response) Duration. Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission.

18. Prompt Payment Discounts (PPD). All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth's Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder provides compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer (EFT) initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically may be tracked and verified through the Comptroller's Vendor Web system. The PPD form may be found as an attachment for this Bid on COMMBUYS.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the SSST. The SSST will review, negotiate, or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

19. Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes, including marking by bidders of information as confidential during the quote submission process in COMMBUYS, shall be disregarded.

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

21. Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

22. Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

23. 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.

20. Appendix 3 – Other Required Department of Correction Specifications

No Rights in Third Parties

This contract and all rights hereunder are intended for the sole benefit of the Contractor and the Department. This contract shall not imply or create any rights on the part of, or obligations to, any other person.

Security Clearance

All Contractor personnel, at the discretion of the Department, must receive security and background clearance by the Department prior to provision of services. This includes a probation check and FBI background check. The Department will not unreasonably withhold or delay such clearance.

Media Releases

The Contractor shall not issue press or media releases regarding the Department or the contract, except through the Department’s Director of Public Affairs or the Contractor’s designated media coordinator.

Independent Status

It is expressly understood and agreed by the parties that, in the performance of their obligations hereunder, neither the Department nor the Contractor shall act as an employee or agency of the other. Neither the Contractor shall represent themselves as employees or representatives of the Department.

Cooperation Upon Termination

The Contractor shall cooperate with the Department in event of termination so as to ensure that the Department can provide continuity of services. Such cooperation shall include the provision to the Department of the names, addresses and telephone numbers of Contractor Personnel, lists of subcontractors with names and addresses and telephone numbers. Said information shall be provided within thirty (30) days of the termination of this contract, or upon issuance of a notice of termination by the Department.

Cooperation in Litigation

The Commonwealth, including the DOC or any other division, agency or office, shall not be responsible for representing or defending, or for any costs incurred by the Contractor or Contractor's personnel, agents or subcontractors, in connection with any lawsuit or claim, including, but not limited to any claim brought pursuant to the Massachusetts Tort Claims Act, G.L. c. 258, 42 USC § 1983, or any other provision of law.

The Contractor agrees to make all reasonable efforts to cooperate with the DOC in the defense of any litigation brought by any person not party to this Agreement, including suits that concern Services, the Center(s) or this Contract.

The Contractor shall make all reasonable efforts to cooperate with the DOC in litigation or other legal proceedings concerning Services, the Center(s), or this Contract involving the DOC and/or its agents, employees, or Staff whether the Contractor is a party, or where litigation is anticipated but has not commenced. Cooperation in litigation shall include, but not be limited to, the timely and accurate provision of documents and/or information, and other assistance that may be requested from time to time by DOC Counsel, the Massachusetts Attorney General, and the Massachusetts District Attorneys (D.A.'s).

The provisions of this section shall survive the expiration or termination of this contract.

Indemnification

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth, including the Department, its agents, officers and employees against any and all damages, losses, suits, actions, claims, costs, demands, expenses, judgements, or of any kind whatsoever which arise out of or in connection with the Contractor's performance of this Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, offices, employees or subcontractors or premises liability of the Center(s). The Contractor shall at no time be considered an agency or representative of the Department or the Commonwealth. After prompt notification of a claim by the Commonwealth, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement, agreement, or judgment. The Commonwealth shall not be liable for any costs incurred by the Contractor arising under this paragraph.

The provisions of this section shall survive the expiration or termination of this contract.

Licensure and Credentialing

The Contractor shall insure that all Personnel shall be licensed, certified or registered to the extent required by the Commonwealth of Massachusetts and as necessary for the Contractor to fulfill its obligations under this contract. The Contractor shall conduct any credentialing required of any professional employees, as may be required by the pertinent regulatory authorities. The Contractor shall provide to the Personnel any continuing education, on the job training and clinical instruction and supervision as deemed appropriate by the Contractor. The Department shall not bear financial responsibility for the cost of any required education.

Hiring and Firing and Subcontractor Termination

The Contractor shall have the sole and exclusive right to hire and fire or terminate the subcontracts with Personnel. The Department may deny entrance of any Contractor or Subcontractor Personnel to any or all Facilities.

Compensation and Benefits of Personnel

The Contractor shall have the sole and exclusive responsibility for determining the compensation, terms and conditions of employment or engagement and benefits of, and for paying all compensation and other benefits to the Personnel.

Publications

The Contractor shall not disseminate, reproduce, display or publish any report, map, information, data or other materials or documents expressly required or produced in whole or in part pursuant to the Contract, nor shall any such report, map, information, data or other materials or documents be the subject of an application for patent or copyright by or on behalf of the Contractor, without the prior written consent of the Department, which shall not be unreasonably withheld or delayed.

If the Contractor prepares, publishes, or distributes any brochure, periodical or other publications describing any programs the costs of which are funded at least in part by this Contract, then any such publication shall, unless the Department directs otherwise, contain a prominently displayed statement to that effect [e.g., "This agency and its programs are funded, in whole or in part, by contract with the Department."]

Staff Meetings

The Contractor shall ensure that Contractor Personnel attend all staff meetings as required by the mutual agreement between the Contractor and the Department.

Estimated Provisions

The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders and are not to be relied upon as any indication of future purchase levels.

RFR Textual Interpretation

Any textual interpretation of this RFR in the event of ambiguity or uncertainty in the meaning of such text shall be made by the Department.

Nondiscrimination

Contractor will provide the specified Goods and Services to Returning Individuals without discrimination on account of race; sex/gender; gender identity; sexual orientation; age; color; religion; religious creed; ancestry; national origin; place of residence; health status; pregnancy or a condition related to said pregnancy including but not limited to, lactation or the need to express breast milk for a nursing child; genetic information; physical or mental disability or veteran status, and will ensure that its facilities, programs, and services are accessible as required by relevant provisions of the Americans with Disabilities Act of 1991. Contractor recognizes that, as a governmental contractor, it may be subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors, and Contractor agrees to comply with those requirements.

21. Appendix 4 – Instructions for Execution and Submission of Commonwealth Standard Forms

Bidders must, if notified of Contract award, submit the following forms:

- **Standard Contract Form**

This is a required form. All Bidders must be prepared to execute a Standard Contract Form **prior to Contract execution**. Failure to return a completed and executed Standard Contract Form may disqualify the Bidder's response. By executing this document, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the SSST. Also, the terms of the RFR, the Bidder's Response, and any negotiated terms shall be deemed accepted by the Department and included as part of the Contract upon execution of this document by the State Purchasing Agent or his designee.

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

- **Commonwealth Terms & Conditions**

The Standard Contract Form incorporates the Commonwealth Terms & Conditions by reference. ***This means that signing the Standard Contract Form also signifies acceptance of the applicable terms and conditions of this document, and there is no need to separately sign the Commonwealth Terms & Conditions.*** This document must be unconditionally accepted by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and accepted 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 awarded Contractor certifies compliance with the Commonwealth Terms & Conditions ***as certified by its authorized signatory in the Standard Contract 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 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 Number & Certification (Massachusetts Substitute W-9 Form)**

This is a required form. This form must be executed without modification. 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.

- **Business Reference Form**

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

- **Prompt Payment Discount Form**

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

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

- **Environmentally Preferable Product Information**

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

- **Prison Rape Elimination**

Bidders must sign and return.

- **Cost Proposal**

Bidders must submit cost proposals detailed out in FY for the program. Inclusive in this must be FY23, FY24, and FY25 costs.

The above attachments are available on: COMMBUYS Bid# BD-23-1025-DOCFS-1000M-82405 on www.commbuys.com.

22. Appendix 5 – Glossary and Definitions

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation.

Agency – See Department.

Bid – While a bid may generally refer to an offer or response submitted in response to a Solicitation or Request for Response (RFR), in COMMBUYS, a “bid” refers to the solicitation, RFR or procurement.

Department/DOC – The Massachusetts Department of Correction, the purchasing agency.

Bidder – An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

The utilization of the term Bidder in this RFR references vendors during the bid submission process.

Contract – A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of

Commodities or Services, or both. COMMBUYS refers to Contract records as “Purchase Orders” or “Blanket Purchase Orders.”

For the purpose of this procurement, the Contract shall consist of the following documents in order of priority: (1) the Commonwealth Terms and Conditions; (2) the executed Standard Contract Form; (3) the DOC’s Request for Response; (4) the Contractor’s Response to the DOC’s RFR, excluding any language stricken by the Department as unacceptable and including any negotiated terms and conditions allowable pursuant to 801 CMR 21.00.

Department Contract Manager – See Strategic Sourcing Services Lead.

Contractor – An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.

The RFR document delineates obligations that are the responsibility of the Contractor.

Evaluation – The process, conducted by the Strategic Sourcing Team, of reviewing, scoring and ranking the submitted Quotes and Proposals related to this Bid.

Request for Response (RFR) The mechanism used to communicate Procurement specifications and to request Quotes from potential Bidders. An RFR may also be referred to as a “Bid” or “Solicitation.”

Response – The Bidder’s complete submission (or “Quote” as referenced in COMMBUYS) in response to a Solicitation, in other words, a “Bid” or “Proposal.”

Solicitation – See Request for Response (RFR).

Strategic Sourcing Team (SST) – Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations, evaluate responses to Bids and award Statewide or Department Contracts. The SST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Contract. In some agencies, SSTs are referred to as “Procurement Management Teams (PMT).”

Strategic Sourcing Services Lead (SSL) – Individual designated by the procuring Department to lead the Strategic Sourcing Team and the solicitation and resulting contract. In some agencies SSLs are referred to as “Procurement Team Leads (PTL).” COMMBUYS Refers to the SSL in the Header Information section of a Bid as the “Purchaser”.

23. Appendix 6 - Instructions for Vendors Responding to Bids Electronically Through COMMBUYS

Introduction

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

Steps for Bidders to Submit a Quote

1. Launch the COMMBUYS website by entering the URL (www.COMMBUYS.com) into the browser.
2. Enter Bidder login credentials and click the Login button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS in order to submit a Quote. Each Vendor has a COMMBUYS Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.
3. Upon successful login, the Vendor home page displays with the Navigation and Header Bar as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.
4. Click on the Bids tab.
5. Clicking on the Bid tab opens four sections:
 - a. Request for Revision
 - b. Bids/Bid Amendments
 - c. Open Bids
 - 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. If “no” bid – select if you will not be submitting a quote for this bid
- e. Promised Date
- f. Info Contact
- g. Comments
- h. Discount Percent
- i. Freight Terms
- j. Payment Terms

It is important to note that the bid documents (RFR and attachments) may specify some or all of these terms and may prohibit you from altering these terms in your response. Read the bid documents carefully and fill in only those items that are applicable to the bid to which you are responding. Update these fields as applicable to the bid and click Save & Continue to save any changes and create a Quote Number.

The page refreshes and messages display. Any message in Red is an error and must be resolved before the quote can be submitted. Any message in Yellow is only a warning and will allow processing to continue.

The following messages are received:

- Terms & Conditions is not acknowledged – to resolve this, click on the Terms & Conditions tab and accept the terms.
 - Your quote has not been submitted – information message; no action required.
12. Click on the Terms & Conditions tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote may be submitted. If your acceptance is subject to exceptions, those exceptions must be identified here. Exceptions may not contradict the requirements of the RFR or required Commonwealth standard forms and attachments for the bid. For instance, an RFR may specify that exceptions may or will result in disqualification of your bid.
 13. Click the Items tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
 14. The item opens. Input your quote information and click Save & Exit.
 15. CONFIDENTIAL INFORMATION: If documents uploaded in your quote response contain confidential information (security sensitive, EFT, W9, Commonwealth Terms and Conditions), you must mark each item as confidential. The confidential column on the Attachments view allows the user to select whether the attached form is confidential or not. Check the box in the confidential column for each attached form that contain confidential information.
 16. Click on the Attachments Tab. Follow the prompts to upload and name all required attachments and forms and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click Save & Continue. After you have uploaded all required documents click Save & Exit. Be sure to review your attachments to ensure each required document has been submitted.
 17. Click the Summary tab. Review the information and update/correct, as needed. If the information is correct, click the Submit Quote button at the bottom of the page.

18. A popup window displays asking for verification that you wish to submit your quote. Click OK to submit the quote.
19. The Summary tab redisplay with an updated Status for the quote of Submitted.
20. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the OSD Help Desk at OSDHelpDesk@mass.gov. If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: 1) for a formal bid, prior to the bid opening date, or 2) for an informal bid (which may be viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever is earlier.

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