

REQUEST FOR RESPONSE

MRO001

Floorcoverings and Accessories, Floorcovering Installation, Maintenance and Repairs

COMMONWEALTH OF MASSACHUSETTS

OPERATIONAL SERVICES DIVISION

Request for Response (RFR)

**Document Title: Floorcoverings and Accessories, Floorcovering
Installation, Maintenance and Repairs**

Agency Document Number: MRO001

COMMBUYS Bid: BD-18-1080-OSD03-SRC01-23584 – February 24, 2025



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

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

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Revision History

Version Number	Date	Author	Brief Description
1.0	02/24/2025	T.Reeves	Initial release

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1 INTRODUCTION AND BID OVERVIEW

1.1 Summary Description of Procurement

The Commonwealth of Massachusetts and the Floorcoverings and Accessories, Floorcovering Installation, Maintenance and Repairs Strategic Sourcing Team (SST) are soliciting Bidders for the acquisition of carpeting, hard surface flooring, related products and accessories, and installation, maintenance and repair. The resulting Contract will serve as the primary Statewide Contract used by Executive Agencies of the Commonwealth for the goods and services covered by the Contract. The resulting Contract will replace FAC98. The Contract will also be available for use by other [Eligible Entities](#).

OSD is actively engaged in discussions to enhance environmental and climate preferable product offerings. The SST intends to attract Bidders and partner with vendors capable of providing a robust product catalog that includes environmental and climate preferable products. This includes products that assist the Commonwealth in achieving Net Zero emissions by 2050 and furthers the Commonwealth's efforts to combat climate change and protect vulnerable communities. It includes products that improve energy and water efficiency, acceleration of the decarbonization of fuels, reduce toxicity, promote sustainable manufacturing, and make recycling of products and supplies easier to meet Executive Order 594 and the Green Communities Program.

This contract will also contain only products that meet or exceed the minimum mandatory specifications as outlined in [Attachment A MRO001](#) Mandatory Environmental Specifications and Desirable Environmental Criteria.

This contract includes the following two (2) categories that are product specific and one (1) category for service for a total number of three (3) categories on Statewide Contract MRO001:

- Category 1: Carpet Products
- Category 2: Hard Surface Flooring Products
- Category 3: Installation, Maintenance and Repair Services

1.2 Introduction to Climate and Sustainability for Statewide Contracts

The Commonwealth of Massachusetts is committed to prioritizing and promoting Environmentally Preferable Products and Services in state contracts with both vendors and buyers and collaborating with businesses that embrace sustainable practices in their facilities and operations. Climate is a priority of the Commonwealth and awarded vendors will be required to provide additional reporting related to their business practices.

The Operational Services Division (OSD) is mandated through 801 CMR 21.06 (4) (e) and EO515 to promote Climate and Environmentally Preferable Products and Services and sustainable business practices. In support of EO604, EO594, Senate Bill 9: An Act Creating a Next Generation Roadmap for Massachusetts Climate Policy, and the Green Communities Act, and in its capacity as Massachusetts' procurement agency, OSD plays a pivotal role in advancing climate-responsible purchasing. OSD is committed to partnering with our business community to offer more products and services that meet the goals of the Commonwealth.

To help OSD understand the climate and environmental practices, policies, and initiatives adopted by our Statewide Contractors, Bidders should make note of the enhanced RFR language in Section 4.6: Climate and Environmental Requirements. This section includes the following subsections:

- **Climate and Environmental Practices Form:** This form replaces the Environmental Practices Form. The form allows Bidders to communicate existing business practices that foster a sustainable approach to conducting their operations and reduce environment or public health impacts. No Bidder will be awarded a contract without completing this mandatory form. Bidders should review RFR Section 4.9: Climate and Environmental Practices Form for more information.
- **Post-Award Climate and Environmental Vendor Reporting:** Awarded vendors will be required to provide OSD with specific climate and environmental data to meet the goals of Executive Order EO604: Establishing the Office of Climate Innovation and Resilience within the Office of the Governor. This

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includes collaborating with OSD to assist vendors to understand and meet the reporting requirements. Bidders should review RFR Section 4.10: Post Award Climate and Environmental Vendor Reporting for more information.

1.3 CHANGES FROM THE PRECEDING CONTRACT FAC98

The SST has restructured the products provided under Floorcoverings and Accessories, Floorcovering Installation, Maintenance and Repairs to enhance existing product specifications, including climate change requirements and desirable specification. As such, MRO001 now includes [Attachment A MRO001 Mandatory](#) Environmental Specifications and Desirable Criteria, which includes mandatory and desirable specifications for the categories. The MRO001 product offerings allow for the inclusion of all sustainability products and climate and sustainability specific key performance indicators for reporting. The contract category naming has changed from FAC to MRO prefix.

1.4 ESTIMATED PROCUREMENT CALENDAR

Action	Date
Announcement of Intent to Procure	1/9/2025
Bid Release Date	2/24/2025
Bidders Conference	03/10/2025 – Webinar- Registration Link: Registration Link to Bidders Conference
Deadline for submission of written questions through COMMBUYS “Bid Q&A”	03/13/2025
Official answers for Bid Q&A published (Estimated)	3/17/2025
Training for Online Submission – Bidders that have not previously submitted electronic quotes via COMMBUYS are strongly encouraged to attend training.	Dates and Times Available: 3/4/2025 1:00pm – 2:00pm EST 3/19/2025 1:00pm – 2pm EST Online Webinar: This interactive webcast provides instructions on several activities: Locating and responding to bids; Using the bid Q&A feature; Creating a quote response; Revising a Quote response. Access the webcast here .
Bid Amendment Deadline. Bid documents will not be amended after this date.	03/20/2025

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<u>Deadline for Quotes/Bid Responses</u> (“Bid Opening Date/Time” in COMMBUYS)	04/24/2025 11:00 a.m. Late bids will not be considered.
Notification of Apparent Successful Bidder(s) (Estimated)	05/30/2025
Estimated Contract Start Date (actual start date will be the contract effective date, which is the date the contract is executed by the parties)	07/01/2025

Note: **See 10.2 APPENDIX 2: Instructions for Vendors Responding to Bids Electronically through COMMBUYS** for instructions on how to register for live webinar and additional trainings that may be helpful to prospective bidders.

Visit https://attendee.gototraining.com/957t1/catalog/894414649161911296?tz=America/New_York for additional Instructor-Led Training and Webinar dates.

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

1.4.1 Submission of Bid Questions

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

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

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

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

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

1.4.2 Bid Amendment Deadline

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

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

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stated above, it is the responsibility of the Bidder for checking the Bid record in COMMBUYS for revisions and updates.

1.4.3 Bidders Conference

The Bidders Conference is a physical, web or telephone conference conducted by the SST for the purpose of informing prospective Bidders about general Bid information. All questions related to the scope and technical requirements should be submitted using the Bid Q and A module in COMMBUYS.

Attendance is optional, although strongly encouraged. Please refer to the Bidders Conference section of the Header Information for this Bid in COMMBUYS for any updated information, including the location, time, and date of the Bidders' Conference.

1.4.4 Late Bids will not be Considered

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

1.4.5 **Debriefing**

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

1.4.6 **Anticipated Contract Duration:**

The initial term of this Contract is five (5) years. There are no options to renew. The total maximum duration of this contract is (5) five years.

Contract Duration	Number of Years / Months	Contract Dates
Initial Duration	Five (5)	July 1, 2025 – June 30, 2030
Renewal Option	Zero (0) Renewal Options	
Total Maximum Contract Duration	Five (5)	July 1, 2025 – June 30, 2030

1.4.7 **Performance and payment time frames which exceed Contract duration**

All term leases, rentals, maintenance 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), provided that no written agreement shall extend more than ninety (90) days beyond the final termination date of this Statewide Contract. No new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired.

1.4.8 **Estimated Value of the Contract**

The estimated value of purchase(s) resulting from this Bid is \$19.6M. 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.

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This Estimated Value was derived by reviewing Contractor sales reports to Commonwealth of Massachusetts Eligible Entities for life-of-contract for FAC98, FY18 through FY25.

1.4.9 Estimated Number of Awards

There is no maximum number of awards per category. The SST intends to issue awards to Bidders who meet the minimum RFR requirement for MRO001.

1.4.10 Adding Vendors after initial Contract Award

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

The SST also reserves the right to suspend the review of additional submissions for specific regions or close the Bid for new Quotes entirely if it deems that the number of vendors awarded at that point adequately meets the needs of Eligible Entities. If, subsequent to such a decision, the SST determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Bid may be reopened to obtain additional quotes

1.4.11 Acquisition Method(s):

Check All Applicable ("X"):	Category
Error! Bookmark not defined.x	Fee-For-Service
X	Outright Purchase
<input type="checkbox"/>	Rental (not to exceed 6 months)
<input type="checkbox"/>	Term Lease
<input type="checkbox"/>	License
<input type="checkbox"/>	Other:

1.4.12 Entities Eligible to Use the Resulting Contract

Any Contract(s) resulting from this Bid will be open for use by the following entities:

- Cities, towns, districts, counties, and other political subdivisions
- Executive, Legislative and Judicial Branches, including all Departments and elected offices therein
- Independent public authorities, commissions, and quasi-public agencies
- Local public libraries, public school districts and charter schools
- Public hospitals owned by the Commonwealth
- Public institutions of higher education
- Public purchasing cooperatives
- [Non-profit organizations that are doing business with the Commonwealth;](#)
- Other states and territories and their cities, towns, districts, counties, other political subdivisions, and public institutions of higher education with no prior approval by the State Purchasing Agent; and
- Other entities when designated in writing by the State Purchasing Agent.

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Each Eligible Entity is responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Contract. Contractors will be responsible for marketing their goods and/or services to Commonwealth Agencies and other Eligible Entities.

2 ADDITIONAL INFORMATION ON PROCUREMENT SCOPE

The SST is soliciting Bidders for the acquisition of carpeting, hard surface flooring, related products and accessories, and installation, maintenance and repair, including the following scope by category:

- Category 1: Carpet products in this category includes carpet tile, broadloom, flocked, area rugs, mats, adhesives, and other related products and accessories
- Category 2: Hard Surface Flooring, products in this category includes resilient flooring (all types, including vinyl, linoleum, cork, rubber and vinyl only for repairs), ceramic tile, wood flooring (all types, including engineered wood flooring and solid wood (pre-finished or unfinished), bamboo, and cork), laminate flooring, stone, adhesives and other related products and accessories
- Category 3: Installation, maintenance, and repair services with a turn-key service option

Bidders with [Turn-Key Service](#) must indicate this service option with bids.

Interested Bidders can submit responses for one or more categories.

Service only suppliers: In order to become an awarded vendor for flooring installation, maintenance and repair services under this contract; Bidders **must** submit bids for Category 3.

Product only suppliers: Bidders that only provide products for outright purchase should submit bids specific to Category 1 or Category 2. (both if applicable)

Product AND Service suppliers: Bidders **must** submit bids for Category 1 or 2 (both if applicable) AND Category 3.

3 BIDDER QUALIFICATIONS

3.1 Company Experience

3.1.1 Business background

A detailed narrative profile of the Bidder's company (business) providing details must be submitted with the bid response in the Bidder Response Form, providing information such number of years in business including experience servicing any and all government accounts, number of employees as well as number of employees that are certified installers (if applicable).

3.1.2 Years in the industry of the Bid

Bidders **must** have been in the business of providing product (Category 1 and Category 2) as well as services retailer and/or manufacturing (Category 3) for at least the three (3) most recent consecutive years prior to the [RFR submission deadline](#) ([See RFR Section 1.4, Estimated Procurement Calendar](#)).

In the case of companies formed fewer than the three (3) most recent consecutive years prior to this date via merger, acquisition or some other means, the SST may consider the experience of all companies involved in the merger or acquisition or similar business transaction.

For Category 3, Bidders **must** have been a certified installer for the respective product retailer and or manufacturers for a minimum of the three (3) most recent consecutive years prior to the Bid Opening Date indicated on the MRO001 Bid record in COMMBUYS.

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

Bidders **must** submit within their quote response all applicable company third-party certifications, licenses, and affiliations including, without limitation, OSHA, *National Association of Floor Covering Technicians (NAFCT)*, *International Certified Flooring Installers Association (ICFI)*, *National Wood Flooring Association (NWFA)* or applicable apprenticeship programs.

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It is desirable that bidders provide technical assistance on their products to Eligible Entities beyond the requirements in [Attachment A MRO001 Mandatory Environmental Specifications and Desirable Criteria](#). Technical assistance includes customer service, support and training.

3.3 Continuity of Operations Plan (COOP)

Bidders **must** indicate whether there is a written Continuity of Operations Plan (COO) that describes how the company will continue to do business in case of an emergency.

3.4 Emergency Response Capabilities

In a declared state of emergency where the safety and wellbeing of Commonwealth of Massachusetts citizens are at risk, contractors may be asked to supply the Commonwealth with the commodities and/or services under the Statewide contract on a priority basis.

Bidders should include a list of the Bidder's building location(s) that would be available to serve the Commonwealth during an emergency and a description of the areas of Massachusetts that the Bidder could supply in the event of an emergency (e.g., entire State, Specific City or Region). This information will not be considered in the evaluation of the Quote.

3.5 Financial stability including bankruptcy, litigation and contract defaults

3.5.1 Certificate of Good Standing

Bidders **must** provide a Document of Tax Compliance (**Certificate of Good Standing from the Department of Revenue**). This is to certify compliance with all Commonwealth of Massachusetts tax laws, including MGL c62C, §49A. More information regarding these DOR documents is posted at <https://www.mass.gov/info-details/faqs-dor-certificate-of-good-standing-or-corporate-tax-lien-waiver#what-is-a-certificate-of-good-standing-and-or-tax-compliance-and-do-i-need-one?>

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

3.5.2 Bankruptcy, litigation, and contract defaults

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

3.5.3 References and reference information and/or requirements

Bidders must submit three (3) letters of reference from business partners and complete the reference worksheet in the Bidders response form. Reference letters must be from less than five years old from the date of the bid submission.

3.6 Debarment Check

A bid from a debarred or suspended contractor shall be rejected, as authorized by 801 CMR 21.06(10).

3.7 INSURANCE

The Contractor must take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this Contract. It is the Contractor's responsibility to ensure operations are always conducted in a safe and secure manner. The Contractor must promptly replace/repair, at the Eligible Entity's sole discretion, any property damages incurred during performance in a good workmanlike manner, to such Eligible Entity's satisfaction.

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 effect). Therefore, providing this information should obviate the need for 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 of its own property, a department may not insure property it does not own.

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Document Sensitivity Level: High during development; **Low** once published.

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Eligible entities may incorporate additional insurance requirements in their Statement of Work for services under this contract.

3.8 INSURANCE REQUIREMENTS

Bidder(s) **must** submit the following 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 certified copies of all insurance policies currently in place, including *Worker's Compensation Insurance, Comprehensive General Liability Insurance and Comprehensive Business Motor Vehicle Liability Insurance*, as identified below.

Upon request, prior to beginning work pursuant to this RFR, the Contractor **must** provide the Eligible Entity with certified copies of their insurance policies.

Upon request, prior to beginning work pursuant to this RFR with a subcontractor, the Contractor **must** provide OSD or the Eligible Entity 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 a Contract and the Contractor shall remain fully liable for any personal or property damages in the performance of a Contract.

3.8.1 Worker's Compensation Insurance

Bidder **must** provide a copy of their Worker's Compensation Insurance coverage to confirm compliance with applicable state and federal employment laws and regulations, including but not limited to requirements stated by [M.G.L. Chapter 152](#).

3.8.2 Comprehensive General Liability Insurance

Bidders must **maintain**, during the life of a Contract and at their own expense (and acknowledge this requirement upon quote submission), comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage:

- bodily injury and death liability.
- personal injury liability (with no employee exclusion): Independent Contractor protective liability.
- broad form property damage (with X, C, and U coverage) and contractual liability.

This insurance would not contain care, custody and/or control exclusion. The policy must identify the following as an additional insured: the Commonwealth of Massachusetts and/or, as designated and agreed upon by purchasing Eligible Entity, the purchasing Eligible Entity. **This insurance is for all coverage, for not less than the following policy limit: One million (\$1,000,000) per each occurrence and one million (\$1,000,000) aggregate.**

3.8.3 Comprehensive Business Motor Vehicle Liability Insurance

Bidders must maintain, during the life of a Contract and at their own expense (and acknowledge this requirement upon quote submission), comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible, including without limitation coverage for:

- bodily injury and death liability;
- property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicles.

Coverage must be in accordance with applicable law, including, but not limited to, the automobile insurance regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Bidder may maintain its principal place of operation and/or staff or maintain personnel or equipment.

This insurance shall be written with respect to all coverage, for not less than the following policy limits: one million (\$1,000,000) per each occurrence; one million (\$1,000,000) aggregate.

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3.8.4 Insurance Disclosures

The General Liability and Business Motor Vehicle Insurance requirements to comply to this solicitation may be arranged under single policies for the full limits as set forth above or by a combination of underlying insurance with the balance of the limit amount provided by excess or umbrella insurance policies. All excess or umbrella insurance policies should follow form, without exclusions or reductions in coverage over the primary liability insurance policy.

All policy limits for insurance coverage required by this solicitation should be exclusive of litigation costs and attorney's fees. All policies **must** state that bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy and **must** state that the insurer is liable for payment of amounts within any deductible applicable to the policy, with the right of reimbursement by the insured for any such payment made by the insurer.

4 COMMODITY, SERVICE, ENVIRONMENTAL, AND COST SPECIFICATIONS

4.1 Commodity Specifications

Statewide Contract MRO001 covers carpet and hard surface flooring, related products, accessories, and installation maintenance, and repair services.

4.1.1 Required Climate and Environmental Specifications Cat 1 and 2

Bidders must refer to [Attachment A: Mandatory Environmental Specifications and Desirable Criteria](#) for required and desired environmental and health specifications, including, but not limited to, third-party environmental certifications and standards, identifying Environmental Product or Health Product Declarations, recycled content and recyclability of products, in addition to preferences for products with lower toxics.

4.1.2 Disclosure of Chemicals and Materials of Concern

Bidders **must** disclose on the [price](#) sheet whether each product offered in the contract contains any of the following chemicals and materials of concern. It is desirable that Bidders offer products free from the chemicals and materials listed below.

1. Antimicrobials
2. Coal fly ash
3. Flame retardants
4. Fluorinated stain- resistant chemicals (e.g. per fluorinated chemicals (PFCs))
5. Formaldehyde
6. Lead
7. Mercury
8. Nanomaterials
9. Phthalates
10. Polyvinyl chloride (PVC)

Bidders **must** disclose on the price sheet whether each product offered on the contract has a California Proposition 65 warning label notifying consumers that it contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Link to additional information - <https://oehha.ca.gov/proposition-65>

Bidders **must** disclose on the price sheet whether each product offered has an Environmental Product Declaration (EPD) Transparency and/or a Health Product Declaration (HPD) summary. An **EPD** is a comprehensive disclosure of a product's lifecycle-based environmental impacts. If possible, the EPD should conform to industry standards such as ISO 14025, which was developed by the International Organization for Standardization (ISO). An **HPD** is a standardized and consistent format for reporting product contents and associated health information that uses the HPD Open-Source Standard. Products may be verified through the HPD Collaborative or via other third-party verification aggregators such as Ecomedes.

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The SST reserves the right throughout the life of the contract to block products from the contract that contain chemicals or materials of concern.

4.1.3 Desirable Climate and Environmental Specifications

- Categories 1 & 2: It is desirable that vendors work with manufacturers that have takeback programs to recycle products at the end of life.
- Category 1 - it is desirable that the products have at least 30% post-consumer recycled content or 50% total recycled content).
- Category 3: It is desirable for vendors to provide a service to collect and recycle used carpet removed during installation.

4.1.4 Category 1 Carpet Specifications

This category is for products only. Manufacturers and authorized dealers/distributors can bid on this category. Contractors who bid for this category (manufacturers and authorized dealers/distributors) must provide all required information. Products in this category include broadloom, carpet tile, related products, and accessories. All products in this category must meet or exceed all Federal, State, and local standards/regulations.

4.1.5 Required Products under Category 1

Products offered under this category include Carpet Tile, Broadloom, Flocked, Area Rugs, Mats, Related Products and Accessories.

4.1.6 Warranties for Category 1

At a minimum, all carpet must have a ten (10) year warranty from the date of Certificate of Agency Use and Occupancy. Carpet manufacturers and sellers must replace carpet that do not comply with specifications or that fail within the specified warranty period. The awarded vendor must replace any carpet that fails within the specified warranty period or does not comply with the minimum requirements in these specifications.

4.1.7 Category 2 Hard Surface Flooring Specifications

Products in this category include but are not limited to area rugs, mats, etc. This category is for products only. Manufacturers and authorized dealers/distributors can bid on this category. Contractors who bid for this category (manufacturers and authorized dealers/distributors) must provide all required information.

4.1.8 Required Products under Category 2

Products in this category include resilient flooring (all types, including vinyl, linoleum, cork, and rubber), ceramic tile, wood flooring (all types, including engineered wood flooring and solid wood (pre-finished or unfinished), bamboo, and cork), laminate flooring, stone related products and accessories. All products in this category must meet or exceed all Federal, State and local standards/regulations.

4.1.9 Warranties for Category 2

All products must have a minimum warranty as standard with the industry.

4.1.10 Delivery Terms

Bidders **must** have the ability to arrange for delivery of products to the installation company marked and tagged with the identity and destination of the purchasing Eligible Entity.

Bidders must coordinate the time of delivery with the Eligible Entity, if requested. If the Bidder uses an independent company to satisfy delivery request, the Bidder is responsible for ensuring that the delivery company coordinates with the Eligible Entity.

Bidders **must** include any lift gate charges in their product pricing. Lift gate charges must be assumed by the Bidder (awarded vendor) not the customer or contractor/installer if different from the Bidder. Liftgates are used during delivery when there is no loading dock or when cargo is too heavy to be loaded or unloaded by hand..

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4.2 Service Specifications

4.2.1 Category 3 Installation, Maintenance, and Repair Specifications

Products installed, maintained and repaired under the resulting agreement(s) must meet or exceed the manufacturer's instructions and/or installation recommendations including any special precautions, industry recommended best practices, and performance tests and specifications. Category 3 services must comply with all product specifications in Categories 1 & 2.

4.2.2 Required Service Specifications for Category 3

Contractors must be an authorized dealer/distributor for flooring products (carpet and hard surface) for Turn-Key Service. Contractors must be awarded Category 1 and/or 2 for the flooring products and/or must be an authorized dealer/distributor for an awarded manufacturer for Category 1 and/or 2 to offer Turn-Key Service. Pricing from Category 1 and/or 2 must be honored and cannot be marked up for Turn-Key Service.

All products installed must meet Category 1 & 2 requirements. If an Eligible Entity seeks a Turn-Key Service, from room measurement, carpet and floor ordering, installation, and assisting the Eligible Entity in the selection of approved products, they must supply a quote that includes, at a minimum, pricing for products, installation, and material /supplies.

Installation, maintenance and repair (as defined in [4.3 Construction Law Compliance](#)) must meet or exceed any applicable Federal, State, and Local Building Codes, Requirements, or Standards and comply with all mandatory products specifications outlined in Categories 1 & 2.

The Contractor is the expert and, in all projects and situations, is responsible for site inspection and to advise the Purchasing Entity on the proper product, preparation work, and installation. Contractors **must** state on the MRO001 Bidder Price Sheet the manufacturer(s) that they intend to provide installation, maintenance and repair services.

In stating the manufacturer(s) on the Bidder Price Sheet the Contractor confirms that they are authorized and trained to install the manufacturer's product by the manufacturer. Category 3 requires installing all products in compliance with Categories 1 & 2.

4.2.2.1 Turn-key Service Specifications

If an Eligible Entity seeks a Turn-Key Service from room measurement and flooring ordering to installation to be provided, the Contractor at no additional charge to the Eligible Entity must measure the space, assist the Eligible Entity in the selection of flooring material, and provide a job quote that at a minimum includes flooring product pricing, installation pricing, and/or materials/supplies.

4.2.3 Flooring Products Provision of Material for Category 3

Contractor **must** only provide material/supplies related to the installation, maintenance and repair or other authorized services of the project. Contractor must attach the material/supply receipt to the invoice showing the original price prior to the markup cost to the Eligible Entity. Any materials/supplies related to the installation, maintenance and repair or other authorized services of the project must meet all specifications of this RFR.

4.2.4 Flooring Service Call Specifications and Requirements

Contractors **must** respond to service calls if requested by the Eligible Entity. Contractors must send a qualified service person to the Eligible Entity's location and have a vehicle fully equipped with tools and replacement parts, capable of performing complete diagnosis of equipment and systems and facilitating repairs. Contractor shall document any fault incidents by entering service calls' particular details in the maintenance logbook for that equipment prior to departing from the premises.

Contractors **must** receive prior approval from the Eligible Entity to perform all work, including additional repairs and services that are not part of the initial service call. Failure to receive prior approval may constitute unauthorized repair or service, and Contractors will not be compensated for such services. In addition, Contractors will be held accountable for any unauthorized services and responsible for compensating the Eligible Entity if any damage occurs. Eligible Entities are the determining authority and oversee securing and compensation for services.

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4.2.5 Facility Site Inspection Requirements

Bidders **must** conduct a site inspection if requested by an Eligible Entity at no charge to quote a project, if required by the Eligible Entity's bid specifications.

4.2.6 Post-Installation and Clean up

The Contractor is responsible for cleaning the work area after the project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition. If the work area cannot be left in a safe condition the Contractor must notify the Eligible Entity for advice as to how to leave the area in a safe condition before leaving the job.

4.2.7 Training

The Contractor **must** provide minimal training and demonstration where applicable. Contractors must provide information/instructions on maintenance procedures, including recommended schedules for each task.

4.3 Construction Law Compliance

All work performed under this contract must comply with the Massachusetts construction laws, M.G.L. c. 149, c. 149A and M.G.L. c. 30 s. 39M. For reference, see:

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIII/Chapter30/Section39m>

It is the responsibility of the Eligible Entity to consult their legal counsel for assistance determining whether construction, reconstruction, alteration, installation, demolition, maintenance, or repair services and, if needed, associated materials and equipment work includes construction as defined by M.G.L. c.149 or M.G.L. c.30 s.39M. Construction services provided under this contract, including labor and materials, **are limited to \$50,000 or less per engagement.**

Construction projects exceeding these limits are not permitted under this contract.

Eligible Entities will be allowed to contract with any Contractor under this Statewide Contract for building or public works construction projects estimated to cost less than \$10,000 without the need to solicit multiple written price quotations when procuring these services, unless required by the Eligible Entity's internal procurement policies and requirements. Eligible Entities must use sound business practices which require a record that includes, at a minimum, the name and address of the person from whom the services were procured.

If using this Statewide Contract for services for c. 149 building construction or c. 30, s. 39M public works projects estimated to cost **between \$10,000 and \$49,999**, Eligible Entities are required to **solicit at a minimum responses from at least three (3) Contractors and MUST receive two (2) written responses**, two of which must be actual dollar quotes provided that the contract shall be awarded to the responsible person offering to perform the contract at the lowest price quotation.

In instances where this Statewide Contract is used for services in excess of \$25,000, MGL c. 149, s. 29 payment bonds are required from the selected Contractor. It is the responsibility of the Eligible Entity to enforce this requirement when soliciting quotes. Eligible Entities may require additional performance and payment bonds from the Contractor, which would be detailed in the Statement of Work.

All awarded Contractors will be required to execute statements of work for engagements under this contract that incorporate applicable public construction law requirements including, but not limited to employment requirements, labor harmony and OSHA training certifications, change orders and adjustments, foreign corporations, payment requirements, weather protection, financial reporting, and auditor's certification.

Construction projects exceeding these limits are not permitted under this contract. Additionally, MGL c. 7C, ss. 44-57, Design Services for Public Building Projects, is outside the scope of this statewide contract.

Eligible Entities must use sound business practices which require a record that includes, at a minimum, the name and address of the person from whom the services were procured. OSD recommends buyers consider getting multiple quotes for all work to guarantee a best value procurement. Contracts shall be awarded to the responsible Contractor under this statewide contract offering to perform the contracted work at the lowest price.

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4.3.1 OSHA 10 REGULATION

Bidders must be in full compliance with OSHA 10 Regulation and shall show evidence of having received the OSHA 10 Safety Instruction presentation. All employees of the company providing services at Eligible Entities facilities must possess a minimum OSHA 10 certification card. Copies **must** be provided with Quote.

4.3.2 INSTALLATION

All products must meet Category 1 & 2 product specifications and satisfy all applicable building codes, including, without limitation, IBC (International Building Code) Section 804 Interior Floor Finish:

<https://codes.iccsafe.org/public/document/IBC2015/chapter-8-interior-finishes>

4.3.3 RETURNS/RECYCLING/DISPOSAL

All products must carry a return policy. Return policies must be clearly stated and provided to the eligible entity prior to an order being placed. The Contractor must clean up and remove any and all debris and packaging material resulting from its work at the Purchasing Entity's premises on a daily basis. Upon completion of installation, the Contractor must leave the Purchasing Entity's premises clean, orderly and ready for immediate use.

4.3.4 Collect and Recycle

It is desirable for the Category 3 vendor to collect and recycle products removed during installation. For flooring, vendors must ensure that it is recycled or properly disposed and meets the Massachusetts Department of Environmental Protection's [Waste Ban for Treated and Untreated Wood and Wood Waste](#).

- **Manufacturer Takeback Program for Carpet:**

It is desirable for the carpet manufacturer to provide a takeback program to recycle products at the end of their useful life.

4.3.5 WARRANTIES

All products must carry a valid commercial warranty. Please see specific product categories for minimum warranty requirements. Product warranties must be clearly stated and provided to the eligible entity prior to an order being placed.

4.4 Geographic coverage

Bidders may select either single or multiple counties or statewide service. Bidders will be awarded for the counties in which they have been chosen. It is expected that Bidders will service any request they receive from the county in which they are awarded. An Awarded Bidder may be removed from a county if they refuse to service an area on multiple requests. Awarded Bidders may only service counties that they were awarded.

The Massachusetts Counties are Barnstable, Berkshire, Bristol, Dukes, Essex, Franklin, Hampden, Hampshire, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester.

4.4.1 Updating Geographic Service and Delivery Areas

Awarded Bidders may request to offer service to additional counties at any time. All requests will be reviewed by the SST and will be added at the discretion of the MRO001 SST.

4.4.1.1 Surcharges

No transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of any contract in connection with this RFR.

4.4.2 No Pre-Payments

The Contractor must not request any form of pre-payments from any Eligible Entity in the form of deposits, partial payments or scheduled maintenance agreements.

4.5 Ordering and Quotes

Responding to Buyer's quote requests is a requirement of this contract. Contractors choosing not to bid must respond to COMMBUYS quote requests with a "no bid" by selecting the "Is No Bid" checkbox on the General

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tab of the quote. Similarly, Contractors choosing not to bid on quote requests received outside of COMMBUYS must respond with a “no bid”.

Contractors must provide a quote that clearly identifies all commodities, materials, services and/or requirements which may incur costs for the Eligible Entity. All quotes must be for only products and/or services that Contractor is awarded to sell under this Statewide Contract. Furthermore, Contractors may not bill Eligible Entities for costs not identified in the quote, accepted by the SST, and agreed to by the Eligible Entity unless otherwise specified.

Eligible Entities will contact awarded vendors directly for service or direct purchases. Statewide Contract users will reference MRO001 when contacting awarded vendors to ensure they are receiving contract pricing, and any statement of work or similar agreement made pursuant to this RFR will reference Statewide Contract MRO001...

4.6 Climate and Environmental Requirements

OSD seeks to enhance climate and environmental practices to assist the Commonwealth in achieving [Net Zero emissions by 2050](#) and furthers the Commonwealth's efforts to combat climate change and protect human health and vulnerable communities.

The SST intends to attract Bidders and partner with vendors capable of providing a robust selection of products and services that include options that are climate and environmentally preferable. These include products and services that improve energy and water efficiency, accelerate decarbonization of fuels, reduce toxicity, promote non-ozone depleting and biobased products, promote sustainable manufacturing that includes recycled content and makes recycling of products and supplies easier to meet these goals and requirements.

OSD intends to create statewide contracts that promote the goals of 801 CMR 21.06 (4) (e) and the following regulations, policies and executive orders:

- [Executive Order 515: establishing an Environmental Purchasing Policy for Executive Departments](#): This E.O. establishes specifications for sustainable and climate preferable products and services on SWC's, fosters cost-effective responsible purchasing choices that help reduce impacts on the climate, public health and the environment, and works with agencies, departments, and others to encourage their use in public operations. View the Environmentally Preferable Products (EPPs) Procurement Program General Information, Requirements and Guidance for detailed information about the program at <https://www.mass.gov/doc/epp-general-information-requirements-and-guidance/download>.
- [Executive Order 604 - Establishing the Office of Climate Innovation and Resilience Within the Office Of the Governor](#): This EO establishes the first ever Climate Chief-level position tasked with implementing a whole-of-government approach to addressing climate change. The Office of Climate Innovation & Resilience offers recommendations to help reduce greenhouse gas emissions, to build resilient infrastructure and communities, to expand climate workforce development, and to encourage the Commonwealth to become a hub for climate innovation.
- OSD is directed, as part of the of the [Recommendations of the Climate Chief](#), to “Update procurement practices to require disclosure of emissions and climate risk. The Commonwealth spent two billion dollars in FY 2022 on purchases of goods and services through OSD's Statewide Contracts. By signaling greater attention to emissions reduction, the Commonwealth can drive more climate-responsible decision-making throughout the economy.”
- [Executive Order 594, Leading By Example: Decarbonizing and Minimizing Environmental Impacts of State Government](#). EO594 requires all eligible state agencies to assess and implement strategies to mitigate greenhouse gas emissions and other environmental impacts when planning for and executing projects related to the design, construction, operations, and maintenance of state facilities, and the procurement of goods and services. View EO594: Leading By Example requirements at <https://www.mass.gov/executive-orders/no-594-leading-by-example-decarbonizing-and-minimizing-environmental-impacts-of-state-government>.
- [Senate Bill 9 - An Act Creating a Next Generation Roadmap for Massachusetts Climate Policy](#) was signed to achieve Net Zero emissions in 2050 and furthers the Commonwealth's efforts to combat climate change and protect vulnerable communities. The full Act may be viewed at <https://malegislature.gov/Bills/192/S9>.
- [Green Communities Act](#): The Green Communities Act created the [Green Communities Division](#) which provides grants, technical assistance, and local support from Regional Coordinators to help municipalities reduce energy use and costs by implementing clean energy projects in municipal buildings, facilities, and schools.

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4.7 Environmental Benefit Claims/Labeling

Environmental benefit claims concerning products or services must be consistent with the [Federal Trade Commissions' Guides for the Use of Environmental Marketing Terms](#). Product environmental claims are to include the industry standard the product meets and certifier. Vendors must agree to offer and clearly label products with sustainability certifications and attributes, when available, within specific product categories. Documentation of the certification claimed by the vendor must be supplied upon request if it is not publicly available for verification (on either the vendor's or certifier's website).

Vendors claiming environmental benefits from their products shall list the appropriate benefits or industry standard it meets in the quarterly sales reports, if applicable, or on separate annual reports.

4.8 Appliance Efficiency Standards

Pursuant to G.L. c. 25B, the Department of Energy Resources (DOER) has adopted regulations at [225 CMR 9.00](#), for testing the energy efficiency of certain appliance and lamps therein. Products covered by this regulation may not be shipped for sale in Massachusetts unless they have been certified by the DOER. Covered manufacturers must certify Covered Products to DOER in the Northeast Energy Efficiency Partnerships State Appliance Standards Database which can be found at <https://neep.org/SASD>. Products not certified are prohibited under this contract.

4.9 Bidder Climate and Environmental Practices Form

The Climate and Environmental Practices Form (CEP Form) is an attachment to the Bid in COMMBUYS. Response to this form is mandatory. No Bidder will be considered for a contract award without responding to all ten primary questions in the form (please review the [Guidance on Completing the Climate and Environmental Practices Form](#) for instructions. A link to this guidance document is included in the CEP Form). The information contained in submitted CEP Forms is subject to post-award audit and verification. Bidders found to have submitted false sustainability claims may be subject to contract suspension or termination.

Completion of this form provides Bidders with an opportunity to maximize CEP evaluation points and will provide crucial data that will inform future Statewide Contract procurement practices. Bidders are encouraged to communicate existing business policies, practices, monitoring efforts, and certifications and/or awards that promote sustainability in their facilities and operations. This form is not meant to describe information about the products/services bidder would provide on the contract, but how you manage your business to minimize environmental and public health impacts and reduce your carbon footprint.

4.10 Post-Award Climate and Environmental Vendor Reporting

In alignment with the Commonwealth's climate and environmental goals, which includes achieving net zero emissions by 2050, all vendors awarded under this contract are required to cooperate with OSD by regularly:

- Updating the CEP Form
- Disclosing climate-related data

This reporting is critical for tracking progress toward the Commonwealth's climate and environmental goals and maintaining transparency and accountability.

This includes collaborating with OSD to understand and meet the reporting requirements. OSD is specifically interested in collecting data during the life of the contract that would assist OSD with assessing progress in vendor sustainability performance and measuring Greenhouse Gas (GHG) Emissions. Awarded vendors will be required to provide such reports, at least annually, that would assist the Commonwealth in achieving its climate and environmental goals.

To facilitate vendor compliance, OSD will provide tools and guidance to support vendors in meeting their post-award reporting requirements. The exact schedule and format of the required reporting for each contract will be determined after contract initiation. Updated CEP Forms will be required at least once per year. Once the Climate Disclosure

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reporting requirement is activated, awarded vendors will be given at least four months' notice before updated climate related disclosures are due

4.11 Post-Award Climate and Environmental Initiatives

Throughout the life of the contract, awarded vendors must agree to work with OSD to explore opportunities and potential action for improving the sustainability of the products and services offered under the contract as well as the sustainability of their own facilities and operations. This could include, but not be limited to, exploring new climate and environmentally preferable products, third-party certifications and standards, and disclosures. It could also include, but not be limited to, setting targets for reducing GHG emissions and working with OSD to determine progress towards meeting those targets.

4.12 Environmental Specifications

The Commonwealth is committed to furthering the use of environmental and climate preferable products and services and has included a post award requirement for disclosure of Health Product Declaration (HPD), Environmental Product Declaration (EPD) and third-party certifications standards or other environmental or climate attributes, that would result in increased use of recycled content materials, increased energy efficiency, and reductions in toxicity. Some Eligible Entities may have environmental specifications that exceed those identified in this RFR and should be identified during the initial stages of their procurement process.

Throughout the life of the contract, it may be necessary for the environmental specifications to be altered, adjusted and/or changed to comply with governmental requirements and to keep current with evolving scientific testing and knowledge. By bidding on this contract all vendors acknowledge this potential need and are attesting that they will be willing to work with the Commonwealth, OSD and Purchasing Entities.

It is the intent of this RFR to ensure that the range of products offered through this Statewide Contract continuously evolves to growing knowledge and market demands. In order to accomplish this, it may be necessary during the life of the contract to request vendors withdraw products that do not meet environmentally preferred specifications/requirements and replace them with products that do. Purchasing Entities may also request vendors to supply a comprehensive list of materials used in their respective products. Vendors are expected to promptly furnish this information upon request.

5 COMPENSATION STRUCTURE/PRICING

All pricing is not-to-exceed pricing. Eligible Entities may negotiate lower pricing with Contractors per agreement, and Contractors may not charge Eligible Entities more than the Contractors' not-to-exceed pricing, subject to any updates or adjustments accepted by the Commonwealth pursuant to the terms of this RFR.

Categories 1 and 2: Bidders will be awarded based in part on the percentage discount they offer from MSRP/list price (for delivered materials/goods only) unless specified otherwise. The **"MRO001 Bidder Price Sheet"** must be completed with all required information for each category being bid. In addition, MSRP/list price files must be submitted by all Bidders showing the MSRP/list price and discount and the final price. Failure to provide required pricing information requested in Bid will result in disqualification. **These prices will be fixed for the first (1st) year of the contract, if awarded.** The list price may be updated once a year after the first year of the Statewide Contract. The awarded Contractor must submit a request to update their list price to the Commonwealth Category Manager before the end of January for updated pricing to be considered for the following year. This request must include an updated price file and any supporting documentation for the increase. Such updated pricing will be reviewed by OSD for approval, in its sole discretion. Contractors will reasonably cooperate with the Commonwealth Category Manager in assessing the updated pricing.

Awarded vendors will be required to fill out a vendor price sheet including all products they will offer on the contract, which will include fields for third party certifications and standards, HPD's and EPD's, in order to verify that the products they want to provide on this Statewide Contract are meeting the specifications.

Category 3: Bidders will be awarded based in part on the percentage (%) markup from Prevailing Wage for normal business hours, percentage (%) markup from Prevailing Wage for emergency/holiday hours, and

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5.1 Volume purchase discounts (VPD)

Bidders may respond on the Bidders Price Sheet with Volume Purchase Discounts. A bidder may receive additional evaluation points if the bidder offers a Volume Purchase Discount percentage (%) off based upon the total dollar size or a total quantity size for an order with one delivery location.

5.2 Dock Delivery Discounts (DDD)

Dock Delivery shall mean delivery to the door or loading platform of the Eligible Entity's place of business with no additional services provided by the vendor. Liability for product delivery will remain with the Contractor until properly accepted and signed for by the Eligible Entity.

5.3 Prevailing Wage

Contractors must comply with the Prevailing Wage Law, as administered by the Massachusetts Department of Labor Standards, <https://www.mass.gov/orgs/executive-office-of-labor-and-workforce-development>. All employees of Contractors performing covered work must be paid at least these rates for any work performed under this Contract when working in/on a public building or in/on a public work.

The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The wage schedule applies to all phases of the project, including the final cleanup. Contractors whose only role is to perform final clean-up must pay their employees according to the wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprentice Standards (DAS) in order to be paid at the lower apprentice rates. All apprentices must keep their apprentice identification card on their person during all work hours. If a worker is not registered with DAS, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level.

Pursuant to M.G.L. Ch 149 § 27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the Eligible Entity. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation. Failure to comply with certified payroll record requirements may result in a contractor's suspension or termination of eligibility to participate in this statewide contract.

Chapter 149 § 27B requires the following information to be contained on certified payroll records: For each employee, the name, address, occupational classification, hours worked, and wages paid. For each apprentice, in addition to the aforementioned information, a photocopy of the apprentice's ID card. Example of certified payroll record (report form): <https://www.mass.gov/doc/weekly-certified-payroll-report/download>

All workers performing work contracted under a contract estimated to be worth more than \$10,000 must have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. Contractors are required to submit documentation of successful completion of OSHA 10 training with the submission of the first certified payroll record for each worker appearing on said records.

Chapter 149, § 27B requires each such contractor and subcontractor to furnish within fifteen (15) days after completion of its portion of the work, to the awarding authority directly by first-class mail or email, a statement of compliance, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages.

Labor Hours

Business Hours (excluding holidays) are defined as Monday through Friday 7:00 a.m. – 5:00 p.m. Non-Business Hours are defined as hours not covered under Business Hours. Please note: many state facilities operate "round the clock" (7 days per week/24 hours per day).

Apprentice Labor Rates

Bidders are not allowed to add apprentice labor rate(s) unless the Bidder is a participant of the Commonwealth's Approved Apprentice Program mass.gov/information-for-apprentices and can provide required documentation.

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5.3.1 Prompt Pay Discount

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

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

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

6 SUPPLIER DIVERSITY PLAN (SDP)

6.1 Program Background

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

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

6.2 Financial Commitment Requirements

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

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

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

6.3 Eligible SDP Partner Certification Categories

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

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

6.4 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.

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- **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. These may include but are not limited to the following examples: professional services (e.g., IT, legal, advertising, HR, accounting etc.), maintenance services (e.g., cleaning, landscaping, tradespersons services, etc.), office expenses (e.g., office supplies, furniture, IT supplies, etc.). Anything declared as a business expense in which a certified vendor is used would qualify.

Other types of business-to-business relationships are not acceptable under this contract. If subcontracting is proposed, it must meet all the subcontracting provisions (if any) listed in this RFR.

6.5 Program Flexibility

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

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

6.6 SDP Plan Form Requirements

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

Bidders may propose SDP Partners that are:

- **Certified or recognized by the SDO:** Such partners appear in the [SDO Directory of Certified Businesses](#) or in the [Veteran Small Business Certification \(VetCert\)](#) directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor's SDP Commitment.
- **Certified by one of SDO's recognized third-party certification bodies but not yet listed in the SDO Directory of Certified Businesses:** Such partners must be certified in eligible categories by one of SDO's recognized third-party certification bodies, which include the [City of Boston](#), [the Greater New England Minority Supplier Development Council \(GNEMSDC\)](#), [the Center for Women & Enterprise \(CWE\)](#), [Disability: IN](#), [National LGBT Chamber of Commerce \(NGLCC\)](#), or [the National Veteran Owned Business Association \(NaVOBA\)](#) but have not yet opted to be listed in the SDO Directory of Certified Businesses. In order to opt into SDO's Directory of Certified Businesses, the SDP partner must follow the applicable expedited instructions on SDO's Apply for Recognition as a Third-Party Certified Business webpage. 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.
- **Not yet certified or recognized by the SDO or one of SDO's recognized third-party certification bodies:** Such partners must be certified in eligible categories by other third-party certification bodies that are not yet recognized by the SDO, such as another city or state supplier diversity certification office, the [National Minority Supplier Development Council](#), or the [Women Business Enterprise National Council](#), 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

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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). OSD 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 a description of supplier diversity businesses practices. Specifically, listing contact information for the individual or unit responsible for establishing and maintaining supplier diversity relationships, and including a written policy for establishing and maintaining supplier diversity relationships.

It is also **desirable** for Bidders to use the SDP Plan Form to describe additional 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.

6.7 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.

6.8 SDP Spending Reports and Compliance

After contract award, Contractors must submit reports at least annually to demonstrate compliance with the agreed-upon SDP Commitment. To submit SDP spending reports using the Hub, Contractors must first create a profile in the Hub. Once registered, awarded contractors must report information such as, but not limited to, SDO or SDO-recognized SDP partner(s), spend with SDO partner(s), and total contract sales. Contractors must follow report submission instructions from OSD and the SDO.

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

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

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

6.9 SDP Spending Verification

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

6.10 Program Resources and Assistance

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

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7 EVALUATION CRITERIA

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

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

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

7.1 Mandatory Requirements

Bidders who do not meet all mandatory requirements may be disqualified. The SST may determine if non-compliance with a mandatory requirement is insignificant or can be corrected or clarified.

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

7.2 Evaluation Components

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

- Company experience
- Years in business
- Geographic coverage
- Business References
- Climate and Environmental Practices
- Desirable Environmental Specifications
- Pricing *

Please note that price will carry significant weight in the evaluation process. If the bidder does not provide pricing in the specified format they will be disqualified from that category.

The following price components will be evaluated: Bidder Price Sheet including MSRP Price File, and Volume Discounts

7.3 Additional Evaluation Components

- All bidders must submit: **Prompt Pay Discount**
- **Categories 1 and 2 only:** percentage (%) discount offered from Manufacturers Suggested Retail Price (MSRP)/List Price, and Volume Discount options
- **Category 3:** percentage (%) markup on prevailing wage for business hours and non-business hours (including emergencies and holidays), percentage (%) markup on materials, and Volume Discount options
- **Supplier Diversity Plan** (minimum weight of 25% of the total available 100% evaluation points)

7.4 Best Value Selection and Negotiation

The SST may select the Quotes(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The SST and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder's Quote which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Quote.

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8 INSTRUCTIONS FOR SUBMISSION OF RESPONSES

The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR. Responses must be sent via the "Create Quote" functionality contained in COMMBUYS. For instructions concerning how to submit a Quote, please see [Appendix 2](#).

8.1 Electronic Signatures

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

8.1.1 Acceptable Forms of Signature

Forms are acceptable if signed by an authorized signatory in any of the following ways: 1. Electronic signature that is either: a. Hand drawn using a mouse or b. finger if working from a touch screen device; or 2 An uploaded picture of the signatory's hand drawn signature; or 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.

8.2 Limits and Restrictions

8.2.1 File Size Limits

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

8.2.2 File Format Restrictions

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

8.2.3 File Naming Conventions

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

Required Submissions	File Type	File Name
1. RFR Checklist *found within the bidder form	Excel	Company Name_ MRO001_Bid Submission Checklist
2. Bidder Response Form	Excel	Company Name_ MRO001_Bidder Response Form
3. Bidder Price Sheet	Excel	Company Name_ MRO001_Price Sheet

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4. MSRP Price Files (Categories 1 and 2 only)	Excel	Company Name_MRO001_Price Files *if saving by manufacturer, product line, etc. file name should follow "Company Name_MRO001_Manufacturer"
5. Required Forms a. Prompt Pay Discount b. SDP Plan Form c. Business Reference Form d. Certificate of Non Collusion e. Certificate of Good Standing from DOR	Excel PDF	Company Name_MRO001_Required Forms *if saving each form separately file name should follow "Company Name_MRO001_Form Name" Company Name_MRO001_Certificate of Good Standing
Section 4.9 Climate and Environmental Practices Form • CEP Form • CEP Form [attachment name]	Excel Excel or Doc or PDF	CompanyName_CEPForm.xls (CompanyName_CEPForm_[attachment name])
6. Business Reference Letters (minimum of 3)	PDF	Reference Organization Name_MRO001_Reference Letter
a. Certifications: thoroughly review RFR and provide all requested certifications, documentation, etc. that is required	PDF	Company Name_MRO001_Documentation type provided (e.g. Gold Achievement Level)
b. Copy(s) of OSHA 10 Certification Card c. If applicable, Apprentice Card	PDF	Company Name_MRO001_OSHA Card(s) Company Name_MRO001_Apprentice Card

8.3 General Quote Requirements, Provisions, and Prohibitions

8.3.1 Quote Content

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

8.3.2 Non-Collusion

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

8.3.3 Multiple Quotes

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

8.3.4 Minimum Quote Duration

Bidders' Quotes to this RFR must remain in effect for at least 90 days from the date of Quote submission.

8.3.5 Bidder's Contact Information

It is the Bidder's responsibility to monitor the email address provided in the Quote for the Bidder's contact person. The SST may need to contact the Bidder's contact person with clarification requests or for other reasons. The

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

8.3.6 Ownership of Submitted Quotes

OSD and the SST shall be under no obligation to return any Quotes or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Quote, whether 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 their COMMBUYS account, if their account is active.

8.3.7 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 above if this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the OSD Help Desk (see the document cover page for contact information).

8.3.8 Public Records Law

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

8.3.9 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 SST reserves the right to reject unreasonable requests.

9 REQUIREMENTS FOR DOING BUSINESS AFTER CONTRACT AWARD

The requirements below are specific to the Statewide Contract, if any, awarded as a result of this Bid. Awarded Bidders (Contractors) must also comply with the requirements stated in [Terms and Requirements Pertaining to Awarded Statewide Contracts](#).

9.1 Required Forms

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

- **Standard Contract Form**
- **Commonwealth Terms and Conditions** (signing the Standard Contract Form signifies acceptance of the Commonwealth Terms and Conditions)
- **Contractor Authorized Signatory Listing**
- **Request for Taxpayer Identification and Verification** (Mass. Substitute W9 Form)
- **Electronic Funds Transfer Sign Up Form**

Successful Bidders who agreed to the terms and conditions of these forms electronically via COMMBUYS online Quote submission tool **must still submit the above forms within five (5) calendar days of award notification** or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the

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Commonwealth and have up-to-date, ink-signature version of the Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing must be submitted for each new contract with the Commonwealth. Please note that the Commonwealth deems void any changes made on or by attachment to the terms in any of these published forms and that, by submitting a bid in response to this RFR, the bidder agrees that they will sign these forms if notified that they are an apparent successful bidder. Please refer to section [8.1.1 Acceptable Forms of Signature](#).

9.2 Use of COMMBUYS

Awarded Contractors are required to maintain an active registration in COMMBUYS, and to maintain a current email address for the Contractor's contact person. That email inbox must be monitored for communications, including bids and notifications from COMMBUYS, OSD, and Eligible Entities. The Commonwealth assumes no responsibility if a Contractor's designated email address is not current, or if technical issues, such as email filtering, computer, network, or ISP problems, cause email communications to be lost or rejected. Awarded contractors must comply with applicable COMMBUYS requirements outlined throughout this RFR document.

9.3 Statewide Contract Vendor Communications Protocol

All awarded contractors will be expected to comply with the following:

- All Statewide Contract questions must be directed to the Commonwealth Category Manager.
- Make appropriate staff available for periodic meetings with the Commonwealth Category Manager.
- Provide timely responses to requests.
- Maintain professionalism and courtesy in dealings with OSD and Eligible Entities.

9.3.1 Changes to Contractor's information

Changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SDO-certification status, or EFT information must be promptly reported via email to the Commonwealth Category and Vendor Relationship Manager. In some cases, additional paperwork will be required to effect the change.

9.3.2 Contractor account team

9.3.2.1 Single Point of Contact

The Bidder must provide in its response the name of an individual who will be the Account Manager for the term of the contract. The Account Manager will be responsible for proper operation and administration of the Contract by the Contractor and must be the direct interface and Single Point of Contact (SPOC) for the Commonwealth Category Manager. The Account Manager must be the SPOC for all aspects of the contract resulting from this procurement, including any and all sub-contractors.

9.3.2.2 Replacement of Contractor Staff

The Contractors shall promptly notify the Commonwealth Category Manager regarding replacement of the Contractor staff of the change.

9.3.3 Adding commodities and/or services only in accordance with the Statewide Contract

The Commonwealth of Massachusetts recognizes that services and goods related to the proposed contract may change as technology advances and as markets evolve. Contractors may submit requests to add new services and/or goods to the Commonwealth Category Manager at any time during the Contract term.

The SST will review these requests and will make their recommendation for approval, if any, to the Commonwealth Category Manager. Items considered during the review include but are not limited to a determination whether:

- the new services and/or goods are within the scope of a Contract category for which the Contractor holds a Contract,

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- the offer provides increased value to the Commonwealth,
- the Contractor is in compliance with all Contract reporting requirements, and
- the quantity and/or severity of complaints by Eligible Entities against the Contractor should disqualify the request.

9.3.4 Requesting price adjustments only in accordance with Statewide Contract

The SST reserves the right to approve all price adjustments as per the stipulations set forth in this RFR.

9.4 Vendor Relationship Management

Awarded vendors are required to participate in the vendor relationship management process. Commonwealth Category Manager aim to strengthen vendor relationships through a cooperative process involving communication and reviews regarding performance measures, understanding vendors' business operations, action plans for improvement as applicable, and partnering to ensure success in delivering products or services. This process also establishes mutually beneficial programs that are essential to vendors and the Commonwealth.

Among the benefits of this vendor relationship management process is reducing cost, introducing new and innovative products and services, creating better payment terms, reducing inventory risks or creating cash benefits. It is also about building close relationships with key suppliers as partners for a common goal.

Supplier Business Reviews

Select awarded vendors will cooperate with Commonwealth Category Manager in connection with any Supplier Business Reviews (SBRs). Vendors meeting certain criteria, including but not limited to, high volume of transactions, high spend, unique or critical products or services, single vendor on contracts, vendors who are on contracts with a significant EPP component, and unique or high SDP commitments, will be selected for SBRs and will make available the Contractor Contract Manager and other decision making personnel as needed to participate in regular meetings to discuss vendor performance and progress toward contract objectives. The frequency of SBR meetings will be determined by the Commonwealth Category Manager and will typically range from quarterly to annually. The Commonwealth Category Manager will communicate the schedule and requirements for these sessions to the Contractor Contract Manager at the appropriate time.

9.5 Performance Measures

9.5.1 Continued qualification based on performance

Contractors must meet all contractual requirements throughout the life of the contract, including requirements for timely and accurate report submission, to remain in good standing under the contract. Vendor performance will be evaluated on an on-going basis and will be utilized in determining whether to continue or extend the contract. Eligible Entities may be surveyed to determine their level of satisfaction with the Contractor's performance.

Performance of awarded Contractors will be reviewed through end user feedback which includes Key Performance Indicator (KPI) surveys or reports. Vendors will be evaluated on their current performance and may be asked to work with the Commonwealth towards improvement. The Commonwealth and the Contractor must mutually agree upon any KPI performance targets that are not already specified below. In addition to all other remedies at law, in equity, or set forth in this RFR or any of its attachments, OSD and Eligible Entities have the right to suspend and/or terminate awarded vendors who are non-compliant or who fail to meet key performance indicators as outlined throughout this RFR. Contractor performance may also be evaluated based on the following:

Performance Indicator	Description	Goal	Performance Target	Calculation	Review Frequency
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Project Completion Time	Measures whether the work is completed or delivered on schedule. Vendors must ensure that project milestones are achieved on or before the due date. Meet standard lead times.	100%	Must meet milestone targets at 95% of better	*Request feedback from buyers * Review Statement of Work *Review Lead Times vs Delivery Date *MMARS report	Annual with SST
Delivery Standards	Percentage of orders delivered on time and without errors.	100%	Must meet a standard of delivering 95% or better of error free orders	*Solicit Buyer Feedback	Annual with SST
Quality of Service	Measures the satisfaction level of the Eligible Entities (Buyers). Buyer feedback provided directly to the Category Managers or through OSD Help Desk or Procured (www.procured.com) the online vendor ratings program)	Zero (0) complaints	4+ points Procured scores (out of 5) or *no poor satisfaction buyer complaints	*Solicit Buyer Surveys for feedback *Vendor ratings to be reviewed by Procured Rating Program	Quarterly
Responsiveness to Quotes	Vendors must respond to buyer request for quotes. No response is considered non-compliant	100%	98% of RFQ's receive a response	Total number of acknowledged COMMBUYS quotes divided by the total number of COMMBUYS quote requests received.	Quarterly
OSHA 10 Standards	Vendors must be in compliance of Osha 10 regulations	100% compliance	Avoid multiple violations within a calendar year Utilize OSHA violation search tool	*Vendor must notify violations to OSD category manager. *More than 1 violation in one year is considered non-compliant and grounds for suspension https://www.osha.gov/ords/imis/establishment.html	Annual with SST

9.5.1.1 Vendor Reports

Vendor sales reports will be reviewed each quarter by the Commonwealth Category Manager to determine the level of compliance with the requirements of the vendor's Statewide Contract including Supplier Diversity Plan reporting, EPP reporting, Sales reporting, and minimum amount of business. The level of compliance will inform the course of action taken by the Commonwealth Category Manager ranging from acceptance of the sales report to potential suspension or termination of the vendor's Statewide Contract.

Zero-Dollar Reports inconsistent with the Commonwealth's data sources or not in compliance with the vendor's Statewide Contract will be returned to the vendor with instructions for revision and resubmission or with a request for additional information to be supplied by the vendor within 30 days.

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Vendors that fail to respond within 30 days of the Commonwealth Category Manager's request for additional information or for the submission of a revised report may be subject to contract suspension or termination after review by OSD.

Contract suspensions will continue for 90 days after the requested response is received. Multiple suspensions may result in contract termination.

9.5.1.2 Vendor Responsiveness

Vendors are expected to respond to all quote requests from Buyers with a response of "No Bid" or a firm quote. Vendors with a high percentage of non-responses, or "No Bid" responses for awarded regions or awarded categories, may be subject to contract suspension or termination.

9.5.1.3 Contract Cost Compliance Verification

At any time during the Statewide Contract, OSD or its designees may require submission of documentation demonstrating that Contractors' commodities or other charges are in compliance with their contracts. This could include copies of third-party and Contractor invoices relative to a particular transaction, copies of catalogs, or other documentation. If it is determined that items or services were charged at more than the agreed upon price, the Contractor will be required to refund or issue credits to the Eligible Entities that were overcharged, and to identify procedures which will be implemented to avoid future overcharges. Repeated instances of overcharging may result in suspension from new business, contract termination, or other consequences.

9.5.1.4 Failure to perform contractual obligations

Failure to perform or maintain compliance under this contract will result in the vendor being subject to the OSD's breach protocol. Based on the nature of the breach, non-conformance or non-performance, the Bidder could be placed on a corrective action plan (CAP), suspended or terminated.

9.5.2 Corrective Action, Suspension and Termination

At its discretion, OSD will survey Eligible Entities concerning performance under the Contract. If OSD is notified or discovers that a Contractor is providing poor service or has otherwise failed to perform its obligations under a Contract or breached the same, in addition to any other remedies available at law, in equity, and set forth in this RFR and any of its attachments (including, without limitation, the Commonwealth Terms and Conditions), the Commonwealth and any Eligible Entity may exercise one or more of the following actions with respect to the Contractor:

- Contract suspension;
- Contract termination;
- Point deduction on future bids;
- Administration of a corrective action plan, as further described below.

If the Contractor's performance is not satisfactory, and can be remedied, the Contractor will be offered the opportunity to submit and implement a corrective action plan. Depending on the severity of the unsatisfactory performance, the contract manager may issue a written warning, financial penalty, add additional vendors, or suspend or terminate the Contract.

9.6 Adding additional contractors

If, over the life of the Contract, the SST determines that additional Contractors should be added to meet the requirements of the Commonwealth and participating states, these may first be drawn from qualified bidders that were not awarded and/or the Bid may be reopened to obtain additional Quotes. The Commonwealth may request that additional Contractors be added to the contract should the needs of the Commonwealth not be met.

9.7 Reporting Requirements and Due Dates

9.7.1 Reporting and Payment Due Dates

Reporting/Payment Period	Quarterly Report Due Date	Payment Due Date
January 1st – March 31st	April 30th	May 15th

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April 1st – June 30th	July 30th	August 15th
July 1st – September 30th	October 30th	November 15th
October 1 – December 31st	January 30th	February 15th

9.7.2 Quarterly Sales, Supplier Diversity Program expenditure, and Environmentally Preferable Products report

OSD has developed a centralized process for collecting sales, SDP, and EPP data. Sales data is used by OSD to measure progress on contract spend from year-to-year. The reporting assists with forecasting future contract spend, evaluating Vendor performance, and tracking Vendor spend towards environmental products and their SDP commitment. EPP reporting allows the EPP Program to annually quantify benefits and spend on sustainable products. Reporting also assists with the development of new contracts and/or new categories of services under existing contracts. In the event the Commonwealth adopts an alternate reporting system, Vendors will be required to utilize such system, as directed by the Commonwealth Category Manager.

Completion and submission of the Quarterly Sales and SDP Report is a requirement for all awarded Vendors under this contract each quarter. An awarded Vendor must submit a Quarterly Sales and SDP Report each quarter regardless of whether they have had sales during a quarter.

Vendors are required to submit reports through the Commonwealth's Vendor Report Management (VRM) System which may be accessed via web portal at <https://massosd.gob2g.com>. Vendors must maintain records such that they are able to report, for all invoices submitted under the contract, the purchasing entity name, the invoice number, the invoice date, the product/service description, the unit of measure, the price per unit, the quantity, the line total purchase amount, and any environmentally preferable product reporting requirements as applicable.

9.7.3 Statewide Contract Administration Quarterly Fee Payment and Report

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B and 801 CMR 4.02, and which is incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's Quote price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on the statewide contract. All "Statewide Contracts" awarded, and all purchase orders and purchases made pursuant to this RFR are subject to this fee. Eligible Entities are defined in Section 1.4.12, above.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

9.7.3.1 Quarterly Fee Payment

For each Reporting Period, as defined above in the Reporting Requirements and Due Dates section, Statewide Contractor shall pay to OSD a fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Statewide Contractor pursuant to this Agreement. All payments must be received by OSD on or before 45 days after the last day of the Reporting Period or a Contractor will be considered in breach of contract.

Quarterly payments will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made through a web-based secure payment center, which is accessible through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. Payments may be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard and/or Visa. Payment of the Administration Fee by check is not permitted unless a contractor makes a written request for an exception and demonstrates, to the satisfaction of the Commonwealth Category Manager, that compliance poses a hardship.

There is no charge to contractors to use ACH as OSD covers the nominal fee for using the ACH payment method. OSD will NOT cover the convenience fee for selecting credit card. The contractor is responsible for

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paying this non-refundable fee. The convenience fee (currently established by Statewide Contract PRF84) is over and above the 1% Administration Fee and is subject to change during the term of the contract resulting from this bid. Prior to the due date for the Statewide Contractor's Administration Fee payment and report, the Statewide Contractor will receive an e-mail from OSD that includes all required information to submit payments via the secure payment center.

9.7.3.2 Statewide Contractor Administration Fee Quarterly Reporting

Electronically submitting your payment, which is comprised of the 1% administration fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report.

Each Statewide Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Reporting Period. The electronic submission of the payment shall serve as submission of the Statewide Contractor Administration Fee Report.

9.7.4 Audit

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

9.7.5 Other Terms

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

All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the [Comptroller's Fiscal Year Updates](#) webpage.

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to Massachusetts General Laws Chapter 29, Section 29F, as amended, and pursuant to Section 4 of the Commonwealth Terms and Conditions. In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

9.7.6 Ad hoc reports

The Commonwealth Category Manager may request additional reports from time to time. The Contractor must comply with these requests to the extent that the information requested is available.

9.8 Payment Related Terms

9.8.1 Bill Payment

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

9.8.2 Late Payment Fees

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

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9.8.3 Electronic Funds Transfer (EFT)

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

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

9.8.4 Creditworthiness

No public entity utilizing this contract shall be required, as a condition of purchase, to undergo any creditworthiness review or application process.

9.8.5 Tax Exemption

Pursuant to M.G.L. Chapter 64H, Section 6(d), the Commonwealth of Massachusetts and all its political subdivisions, including state agencies, cities, towns, districts, and counties, are exempt from paying Massachusetts sales tax. Payment vouchers or invoices submitted to the Commonwealth of Massachusetts and any of its political subdivisions must not include sales tax.

Certain other Eligible Entities, such as nonprofits, may be exempt from Massachusetts sales tax under this statewide contract. Before submitting any payment vouchers or invoices, Contractors must reasonably cooperate with each Eligible Entity in determining whether such Eligible Entity is exempt from paying Massachusetts sales tax. Contractors shall not include sales tax in payment vouchers or invoices submitted to Eligible Entities that are exempt from paying sales tax.

For more information, please see the Massachusetts Department of Revenue's guidance on [Organizations Exempt from Sales Tax](#).

10 RFR APPENDICES

Appendix 1: Required Terms for all Statewide RFRs

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

Appendix 3: RFR – Other Specifications

10.1 APPENDIX 1: Required Terms for all Statewide RFRs

10.1.1 Applicable Procurement Law

Executive Branch Goods and Services are procured per MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Construction Materials and Services are procured per MGL c. 149; MGL c. 30 § 39M

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 may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, Quotes, and documentation must be in English and all cost proposals or figures in U.S. currency. All Quotes must be submitted in accordance with the specific terms of this RFR.

10.1.2 General Procurement Information

10.1.2.1 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.

10.1.2.2 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,

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and information contained in the related Bid Questions and Answers (Q&A), are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

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

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

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

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

10.1.2.3 COMMBUYS Registration

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

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

10.1.3 Terms and Requirements Pertaining to Awarded Statewide Contracts

10.1.3.1 Contractor's Contact Information

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

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

10.1.3.2 Contractual Status of Orders and Service Contracts

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

10.1.3.3 Emergency Standby Commodities and/or Services

Contractors may be called upon during a declared state of emergency to supply and/or deliver to the Commonwealth on a priority basis commodity and/or services which are currently under Statewide Contract.

To accommodate such requests, Contractors may be asked, and must make every effort to service, these requests from regular sources of supply at the rates set forth in any Statewide Contract resulting from this RFR.

10.1.3.4 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 or RFQ and resulting contract

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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 contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules.

The above information pertains to contracts with Departments which are entered into under the Statewide Contract. This Bid itself does not fall under HIPAA.

10.1.3.5 Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply

The Commonwealth reserves the right to request that the Contractor provide initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran's Administration Supply contract at any time during the term of the Statewide Contract, the Contractor must notify the Commonwealth Category Manager.

10.1.3.6 Pricing

Statewide Contractors may be asked to offer (and are encouraged to make available) special discounted pricing opportunities to Eligible Entities within the terms of their Statewide Contract. Such price discounts may come in the form of periodic aggregate purchases by Eligible Entities, whereby such entities will request further discounted prices from the Contractor(s) for guaranteed quantities to be purchased. The Statewide Contractor must report to the Commonwealth Category Manager prior to any such price reductions or discounts, or other more favorable terms, being offered to any Eligible Entity beyond those in their Statewide Contract. The SST reserves the right to approve all price adjustments.

10.1.3.7 Publicity

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

10.1.3.8 Statewide Contractor Marketing Requirements

Statewide Contractors awarded under this RFR must adhere to the following sales/marketing requirements and limitations regarding their Contract: Contractors may only sell those goods and/or services for which they are awarded a Statewide Contract pursuant to this RFR; marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. During the life of the Contract, the SST reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to Eligible Entities.

10.1.3.8.1 OSD Logo Use

Successful Bidders will be provided a COMMBUYS Logo and Statewide Contract Logo (Statewide Contract Logos) for print and online marketing of said Contractor's goods and services available on Statewide Contract. Statewide Contract Logos may only be used for the purpose of promoting the use of Statewide Contracts and

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does not guarantee any sales of services and/or commodities marketed. Statewide Contract Logos are only allowed to be used by Statewide Contractors who are registered on COMMBUYS and only to market those services/commodities available on their Statewide Contract(s). Statewide Contractor must adhere to all terms in their Statewide Contract(s) and be in good standing, which includes not having any outstanding issues (such as non-compliance with any reporting requirements) and not being debarred, terminated, or suspended, as determined by the Commonwealth Category Manager and Strategic Sourcing Team (SST). COMMBUYS and other marks, graphics, logos, page headers, icons, scripts unique to OSD on www.mass.gov and www.commbuys.com are the trademarks and/or trade dress and property of the Commonwealth, use of which is prohibited without prior approval by the Commonwealth. In no case shall such trademarks or trade dress be used in any manner that is likely to cause confusion, that disparages or discredits the Commonwealth and in connection with any service or product that is not sponsored, endorsed, or produced by the Commonwealth. OSD reserves the right to accept or reject any proposed uses of the Statewide Contract Logos which do not fully support these terms. All proposed online and print materials are subject to review by OSD, which may assess the appropriateness of proposed content. Use of the logos which does not, in the opinion of OSD, support the general purpose outlined herein may be rejected, including uses that contain libelous, slanderous, obscene, profane, violent, criminal, or otherwise objectionable content, which will be rejected. Statewide Contractors must adhere to the Statewide Contractor Marketing Requirements as set forth in each Statewide Contract. Statewide Contractor acknowledges that their having a Statewide Contract and their use of Statewide Contract Logos is not an endorsement of the Contractor by the Commonwealth or OSD. All marketing materials must be reviewed by the Commonwealth Category Manager and OSD's Marketing Department for approval before distribution. Should the Statewide Contractor be instructed by OSD to cease utilizing the COMMBUYS Logo and/or Statewide Contract Logo, Statewide Contractor shall promptly remove the logo(s) from all printed and electronic marketing material. OSD reserves the right to terminate the OSD Logo Use of all Statewide Contractors at any time, for any reason, and/or modify the logos. Upon request of OSD to update logo(s) to newer versions, Statewide Contractors shall promptly update their materials accordingly. Marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. Contractors may only utilize email lists to market to Commonwealth Eligible Entities if such emails contain an "Unsubscribe" option in order to allow recipients to opt out of receiving such emails.

10.1.3.9 Subcontracting Policies

Prior approval of the Purchasing Entity is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors. Subcontractors must adhere to all requirements in this Statewide Contract including environmental practices.

10.1.3.10 Transaction Fee

In the event the Operational Services Division determines that it is necessary to adopt an alternative funding mechanism for its procurements in the future, including, but not limited to, a transaction fee, the Operational Services Division hereby reserves the right to renegotiate the inclusion and implementation of such a fee and/or other alternative funding mechanisms with the awarded contractors.

10.1.3.11 Human Trafficking and Forced Labor Prohibition

Contractor acknowledges the Commonwealth requires as a term of this Agreement that Contractor comply fully with all state and federal laws and regulations regarding human trafficking and forced labor.

10.1.4 Enterprise Policy and Standards

All IT systems and applications developed by or for Executive department agencies or operating within the Commonwealth Network must conform with the Enterprise Information Security Policies and Standards promulgated by the Secretary of the Executive Office of Technology Services & Security (EOTSS). Non-conforming IT systems may not be deployed unless the purchasing agency and their contractor(s) have jointly applied for and received in writing from the Commonwealth CISO, Deputy CISO, or designee, within the EOTSS Security Office, or the Secretary's designee, notice that a specified deviation will be permitted. The Enterprise Information Security Policies and Standards are available at <https://www.mass.gov/handbook/enterprise->

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information-security-policies-and-standards. Additional policies, standards, and requirements that do not conflict with the Enterprise Information Security Policies and Standards may apply and shall be made available to Bidders by the purchasing agency.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Executive Office of Technology Services and Security's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808 to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CISO's, Deputy CISO's, or Designee's grant of written permission for a deviation, shall constitute breach of any contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

10.1.5 Commonwealth Executive Department - Accessibility Contract Language for Information Technology Solutions

The Commonwealth is legally obligated under multiple federal laws, its own Constitution, state statute and Governor-issued Executive Orders to ensure non-discrimination and equal access to state services on the part of people with disabilities and to provide reasonable accommodations to state employees with disabilities. To effectively meet its responsibilities, the Commonwealth must contract with its IT providers to achieve accessibility in the acquisition, deployment and utilization of information technology.

The Commonwealth defines accessibility to include compliance with its Enterprise Information Technology Accessibility Policy. This policy sets technical standards based on the principles of Section 508 of the Federal Rehabilitation Act, the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG), version 2.1, level AA, and the concept of usability for people with disabilities.

Bidders and Vendors must meet each of the obligations detailed in this [document](#).

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

Introduction

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

Steps for Bidders to Submit a Quote

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

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7. A new page opens with a message requesting you acknowledge receipt of the bid. Click Yes to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive any amendments/updates concerning this bid.
8. After acknowledgement, the bid will open.

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

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

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

- h. Bid Date
- i. Required Date
- j. Bid Opening Date – date the bid closes and no further quotes will be accepted
- k. Informal Bid Flag
- l. Date goods/services are required
9. The lower half of the page provides information about the specific goods/services the bid is requesting.
10. Click **Create Quote** to begin.

11. The General tab for a new quote opens. This page is populated with some information from the bid. Fields available to update include:
 - a. Delivery days
 - b. Shipping terms
 - c. Ship via terms
 - d. Is “no” bid – select if you will not be submitting a quote for this bid
 - e. Promised Date
 - f. Info Contact
 - g. Comments
 - h. Discount Percent
 - i. Freight Terms
 - j. Payment Terms

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

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

12. The page refreshes and messages display. Any message in **Red** is an error and must be resolved before the quote can be submitted. Any message in **Yellow** is only a warning and will allow processing to continue.
13. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
14. The item opens. Input all your quote information and click **Save & Exit**.

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

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

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

10.3 APPENDIX 3 RFR – Other Specifications

10.3.1 GLOSSARY

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 Bid. Those definitions below designated with an asterisk (“*”) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

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.

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

Commonwealth Category Manager – See Strategic Sourcing Manager

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments use to document the Procurement of Commodities or Services, or both. Watermarked versions of the Standard Contract Form and Commonwealth Terms and Conditions are attached for reference. **DO NOT SUBMIT THESE FORMS UNTIL INSTRUCTED TO DO SO.** COMMBUYS refers to Contract records as “Purchase Orders” or “Blanket Purchase Orders.”

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

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Contractor Category/Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Department - For the purposes of this Solicitation, the terms “Department,” “Eligible Entity,” “Agency,” “Commonwealth Agency,” and “Contracting Department” include all entities listed in the Eligible Entities section of this RFR. COMMBUYS refers to such entities as “Organizations.”

Eligible Entity – See Department

Environmentally Preferable Product (EPP) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the number of toxic materials either disposed of or consumed.

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

FY – See Fiscal Year

Fiscal Year - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the “State Fiscal Year.”

Organization – See Department

Price Sheet – a document or lists that outlines the prices of products offered by the Bidder or Awarded Vendor. The price sheet will be posted in COMMBUYS with the awarded vendor’s Master Blanket Purchase Order (MBPO). The Price Sheet should volume discount information (bulk pricing).

Purchasing Entity – Same as “Eligible Entity.”

Quote or Response - generally refers to the offer submitted in response to a Bid or Request for Response (RFR).

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)

SST – See Strategic Sourcing Team

SSM – See Strategic Sourcing Manager

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

Turn Key Service - a comprehensive service where a company handles every aspect of a flooring project, from selecting the flooring materials to complete installation, essentially providing a ready-to-use floor where the customer only needs to “turn the key” to start using it; this includes design, material supply, site preparation, installation, and may include post-installation maintenance.