INVITATION TO BID

Sealed Invitation for Bids are invited for Campus Security Services at Bunker Hill Community College, Charlestown Campus. Bid Specifications can be obtained from Room B-325, Bunker Hill Community College, 250 New Rutherford Avenue, Charlestown, MA 02129-2991, starting February 01, 2016, from 10 AM to 5 PM except Saturday/Sunday and the college’s holidays. All elements and all forms of the bid must be delivered and date-stamped at the above office by March 21, 2016, 1:00 PM.
Price Proposal Sheet

Commencement Event Rentals

Estimated days for Commencement rental: One Week

- 120' by 260' by 10’pole tent, white (estimated 31,000 square feet) $_____________ per day
- Four 10’ by 10’ tents, white (100 square feet, each) $_____________ per day
- Various 9’wide by 150 feet long canopies, white $_____________ per day
- Tie downs $__________ per day
- 8’ by 500’ feet of custom wood flooring and 4’ by 150’ with red turf cover $__________ per day
- Plastic flooring with red turf covering (two 32’ by 32’ sections, one 120’ by 8’ section) $______per day
- One stage 20’ by 40’ by 24’ with ADD compliant ramp, stairs with rails and red carpet cover $_________per day
- Staging with ADD compliant ramp—12 by 20 by 16 inches high, two stair steps with rails $_________per day
- Custom lighting and sound based on client specification, with onsite generator $__________per day
- Twelve portable sanitation units $__________per day
- One hundred twenty 8’ steel barricade $________per day
- Forty white vinyl fencing—6’ by 42” $________per day
- Forklift and all on site construction equipment $________per day
- Including all permits and related fees $________per day
- Fire Department details for on-site event $_______per day
- Fire extinguishers $__________ per day
- On-site installation and removal of rental equipment $________per day
- Supervisory on site labor charge on the day of events $________per day

Special Event Rentals

Estimated total number of anticipated special events in one calendar year: 125

- Rentals of Table 60 inch rounds, 6 and 8 foot banquet, 36 inch cabaret tables $________per day
- Chair Samsonite folding and standard garden chairs $_______per day
- Staging—12 by 20 by 16 inches high, two stair steps with rails $________per day
- 14 foot black velvet pipe and drape in 10 foot sections $________per day

Delivery Cost

- Number of miles from location of primary inventory warehouse and Bunker Hill College, Charlestown Campus________ miles
- Fuel Charge for delivery $_______per mile
I. General Information and Bid Submission Requirements

Statement of Purpose

To provide college wide Event Planning Service to Bunker Hill Community College.

Bid Delivery

All bids must be delivered to: Bunker Hill Community College, Room-B325, 250 New Rutherford Ave., Boston, MA 02129-2925.

All elements and all forms of the bid must be delivered and date-stamped at the above office by 1:00 PM, September 25, 2015. Late Bid responses will not be accepted. Bids which are either faxed or electronically submitted will not be accepted as a bid delivery. All bids must be in English and printed using 12 font. Information submitted beyond the scope required in the RFR may hinder vendor evaluation. One bidder will be awarded the Event Planning Service contract.

Two (2) copies of the bid should be submitted. Bids must be sealed and marked as follows: BHCEPS2015

All bids must include a form W9, Non-Collusion Form, Tax Compliance Form and Reference Form.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the signature of at least one general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 30 Days after the bid opening. The time for award
may be extended for up to 30 additional days by mutual agreement between Bunker Hill Community College and the apparent highest responsive and responsible bidder that offers the best value to the College.

Changes and Addenda

If any changes are made to this RFR, an addendum will be issued to all bidders on record as having picked up the RFR. Bidders may not alter either the RFR language, specifications, terms & conditions or RFR component; Bidder modifications to the RFR are prohibited; any such modifications will disqualify a Bidder.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the Bunker Hill Community College prior to the time and date set for the deadline of bid submission. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.__" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original RFR. The College makes no guarantee that any service will be purchased resulting from this RFR. A bidder’s alteration to this RFR will disqualify the bidder from the bid process.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the College or fair competition.

Bidder Responsibility

This RFR is distributed printed materials and should be collected from the Business Office of Bunker Hill Community College, 250 New Rutherford Ave, Charlestown MA 02129. The college accept no liability and will provide any accommodation to bidders who submit a response based upon an out-of-date solicitation document.

Right to Cancel/Reject Bids

The Bunker Hill Community College may cancel this RFR, or reject in whole or in part any and all bids, if the College determines that cancellation or rejection serves the best interests of the College. The College will neither accept, receive, nor acknowledge a bidder’s Terms & Conditions throughout the award. Terms & Conditions are negotiable for mutual agreement/contract; final Terms & Conditions are at the sole discretion of the College.
II. Purchase Description/Scope of Services

General Description

This RFR seeks responses from Event Planners interested in conducting business with Bunker Hill Community College (BHCC) for specific or non-specific events.

Bid Awarded Event Planner is expected to serve specific business and/or support department events for the following, but not limited to:

- catering
- decorator services
- electric service
- sound system and lighting
- promotional items
- university caps and gowns
- space/site rental
- tent rental
- transportation
- tent rental
- transportation

The “Estimated Value (US$)” for this Solicitation is just above $250,000.00 each fiscal year. The estimation was based on reviews of spending over the last five years.

Contract Term Length and Renewal Options

The initial term of this Contract is for 3 years. In addition, this contract has two (2) renew option to exercise solely at the discretion of the college. The initial term will run from November 01, 2015 through October 31, 2018. The first renew term will run from November 01, 2018 through October 31, 2019. The second renewal term will run from November 01, 2019 through October 31, 2020. Options to renew the contract will be determined at least 90 days prior to the end of the each contract year period.

Pricing and pricing formats

All bidders must provide unit price for each item listed on the attached bid pricing sheet. All bid prices must remain firm throughout the contract term. Please use bid pricing sheet made available with the Request for bid package. Modified or self-designed pricing sheet will be rejected.
Detailed description of services (Statement of Work)

For Special Event Rentals

Bidder must supply quotes as specified or supply reasonable alternative with justification

- Rentals of Tables including 60 inch rounds, 6 and 8 foot banquet, 36 inch cabaret tables
- Chairs 100 to 1,000, Samsonite folding and standard garden chairs
- Staging—12 by 20 by 16 inches high, two stair steps with rails
- 14 foot black velvet pipe and drape in 10 foot sections
- Catering Wares and special event culinary preparation and service items
- On site labor and delivery
- Rental company must be able to deliver and pick up early mornings, evenings and weekend

For Commencement Event Rentals

Bidder must supply quotes as specified or supply reasonable alternative with justification

- 120’ by 260’ by 10’pole tent, white (estimated 31,000 square feet)
- Four 10’ by 10’ tents, white (100 square feet, each)
- Various 9’ wide by 150 feet long canopies, white
- Tie downs
- 8’ by 500’ feet of custom wood flooring and 4’ by 150’ with red turf cover
- Plastic flooring with red turf covering (two 32’ by 32’ sections, one 120’ by 8’ section)
- One stage 20’ by 40’ by 24’ with ADD compliant ramp, stairs with rails and red carpet cover
- Staging—12 by 20 by 16 inches high, two stair steps with rails
- Custom lighting and sound based on client specification, with on site generator
- Twelve portable sanitation units
- One hundred twenty 8’ steel barricade
- Forty white vinyl fencing—6’ by 42”
- Forklift and all on site construction equipment
- All permits and related fees
- Fire Department details for on-site event
- Fire extinguishers
- On-site labor, for installation and removal of rental equipment
- Catering Wares and special event culinary preparation and service items
- On site labor and delivery
- Rental company must be able to deliver and pick up early mornings, evenings and weekend
Quality Requirements

Bidder Qualifications:

Bidders are considered qualified if they have performed at least 3 events in the last 12 months

Bidders must provide information about their company in the following areas as evidence of Bidder Qualifications for the proposed service and contract.

- Experience & Management Philosophy about Event Planning Service.
- Key Staff and Management with staffing chart and Resumes.
- Past and/or current Event Planning Service experience
- Years of Business
- Insurance Coverage
- Any Bankruptcies/Liens/law Suits
- Event Planning Service contract terminations with reasons for termination.
- Must be registered as a legal entity to conduct business. Must provide your company’s EIN# via W-9 Tax ID Form

Company Certification:

Bidder must indicate their certification in event planning if any and professional affiliations that are related to event planning.

Financial stability:

Bidder must submit audited Financial Statements by an independent accountant (CPA or PA) in accordance with Statements on Standards for Accounting and Review Services (SSARS) established by the AICPA. The sections evaluated in the financial statements will be: 1) Balance sheet; 2) Income statement; 3) Statement of retained earnings; and 4) Statement of cash flows. The reports and statements will be held as confidential and proprietary but will not be returned. The Bidder will be scored based on the strength of the report.

Environmentally Preferable Products Program EPP:

In the Environmental Plan, you need to submit a statement indicating the 'green' practices that your company can provide while conducting events and functions. For example, using recyclable products, minimize waste, conserve energy and/or water, use product consist of fewer toxic substances, reduce the amount of toxic substances
disposed or consumed, protect open-space, lessen the impact to public health etc.

References:
Bidder must submit a complete list of all Event Services contracts performed in the past three (3) years that are similar in size and scope to this proposal, with contact names and telephone numbers. Any account no longer serviced should be noted with an asterisk; all Event Planning contracts that have been terminated must be listed with reasons for their termination.

Reference Form:
To be Submitted under separate cover with Reference Letterhead and Envelope via the U S Postal Service to the College’s RFR Contract Manager: Weusi Tafawa, Business Office, Room: B-325 prior to the Close Date of the solicitation.

Three separate business references are required from customers with whom there is a standing business relationship of two years or greater duration. Values are averaged from those three references supplied to the Contract Manager by RFR due date. Answers values are from zero to two; two (2) is the highest value and zero (0) the lowest value. Any reference, that is not received by the close date of the solicitation will be assigned with 0 value during evaluation.

Bidder Name: ______________________  Reference Name: ______________________

Question 1. Bidder’s willingness and ability to provide contracted services - likeliness of your future use:

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<thead>
<tr>
<th></th>
<th>Excellent (2)</th>
<th>Good (1.5)</th>
<th>Fair (1)</th>
<th>Poor (0)</th>
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Question 2. Bidder’s ethical approach, integrity, responsiveness and effectiveness in resolving problems

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<tr>
<th></th>
<th>Excellent (2)</th>
<th>Good (1.5)</th>
<th>Fair (1)</th>
<th>Poor (0)</th>
</tr>
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</table>

Question 3. Bidder’s communication, leadership, thoroughness and the availability of key personnel:

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<tr>
<th></th>
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<th>Good (1.5)</th>
<th>Fair (1)</th>
<th>Poor (0)</th>
</tr>
</thead>
</table>
Question 4. Bidder’s organizational approach to reporting, internal controls, & meeting emergency needs:

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<tr>
<th></th>
<th>Excellent</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
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<td>(2)</td>
<td>(1.5)</td>
<td>(1)</td>
<td>(0)</td>
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</table>

Question 5. Including compliments and complaints on this business, your overall ranking is:

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<tr>
<th></th>
<th>Excellent</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
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<tr>
<td></td>
<td>(2)</td>
<td>(1.5)</td>
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</table>

III. Rule for Award

The Bunker Hill Community College’s Procurement Team will award one contract to the Responsible and Responsive Bidder which offers the Best Value to the College. Bid Price should cover the entire three years of contract and two subsequent renewal years. Bidders are scored under various evaluation criteria as shown in the included evaluation sheet.

IV. Bid Pricing Sheet

Bidders are required to submit pricing using uniform bid pricing sheet which is included in this RFP.

V. Non-Collusion Form and Tax Compliance Form

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

___________________________________________
Signature of individual submitting bid or proposal

___________________________________________
Name of business
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

___________________________________________
Signature of person submitting bid or proposal

___________________________________________
Name of business

VI. College Condition:

Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of a bid or the costs of any services performed prior to receiving approval of the agreement. All bids and materials submitted in conjunction with the bids shall become the property of Bunker Hill Community College for use as deemed appropriate, respecting all copyrights.

1. Bunker Hill Community College reserves the right to modify the requirements of this bid after its release. All bidders will be notified of any modifications to the requirements of this proposal. Wherever the College is referred to herein, such reference will be to the President or his/her designee, as stated periodically in writing during the term of the contract.

2. Bidders who submit a response may be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a bidder to clarify or elaborate on the bid, but shall in no way change the original bid. The College shall schedule the time and location, if needed.

3. By submitting a bid, the bidder agrees that it will not make any claims or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

4. The successful bidder will be notified in writing by letter.

5. Omissions, inaccuracy or misstatements is sufficient cause for rejection of the bid.

6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts.
VII. Additional Contract Terms and Conditions

I have read the above listed proposal and agree with its Terms & Conditions, if awarded the contract. Changes in the College’s Terms & Conditions can be negotiated; final Terms and Conditions approval rest solely with the College. An Event Planning Services Commonwealth of Massachusetts Standard Contract Service Agreement will be finalized after the contract award.

Signature:_______________________________________________ Date: _____________
VIII. BASIC COLLEGE DATA

1. The Charlestown Campus consists of six (6) College Buildings and a modular structure adjacent to the Building D. All buildings are connected via regular corridor levels.

2. The class schedule of the College will approximate 7:00 a.m. to 10:00 p.m., Monday through Thursday; 7:00 a.m. to 6:00 p.m., Friday; and there are classes from 7:00 a.m. to 1:30 p.m. on Saturday & Sunday. Two semesters of 15 class weeks and one examination week; and summer sessions of six (6) weeks, per session.

3. Enrollment for the Charlestown and Chelsea Campus is approximately 15000+ students. The College is non-residential and diverse in its student population.

4. Full-time and Part-time employees are approximately 450. All administrative and support personnel are on a twelve month schedule.

5. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year.

6. Event Planning services will be required for the entire contract period regardless of class schedule or vacation period.

IX. PROCUREMENT CALENDER

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>Solicitation: Announcement of Intent to Procure (Central Register)</td>
<td>08/17/2015</td>
</tr>
<tr>
<td>Solicitation: Release Date</td>
<td>08/27/2015</td>
</tr>
<tr>
<td>Solicitation: Close Date / Submission Deadline</td>
<td>09/25/2015 at 1:00 PM Eastern Time</td>
</tr>
<tr>
<td>Bid Award: Notification in writing</td>
<td>10/23/2015, Date to post letter from Business Office</td>
</tr>
<tr>
<td>“Wet Ink” Signatures are to be on file by:</td>
<td>11/01/2015</td>
</tr>
<tr>
<td>Contract: Estimated Contract Start Date</td>
<td>11/01/2015</td>
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</tbody>
</table>
X. CHECKLIST

- Review of Procurement Calendar
- Completed RFR delivered by Wednesday, September 25, 2015 by 1:00 PM
- Non-Collusion Form
- W-9 Tax ID Form
- Tax Compliance Certification
- Audited Financial Statements
- Three Reference Forms submitted under separate cover via U S Mail.
- Listing of Industry Affiliations
- Going Green Policy, Environmental, Clean energy for Non-Hazardous Waste
- Rule of Award
EVALUATION PROCEDURE: RFR-BHCEP2015

The complete evaluation of RFR for Event Planning Services will be conducted by members of the Procurement Management Team (PMT) in accordance with criteria established within the RFR.

1. ALL bids are required to be submitted in sealed envelope in accordance with the due date and time of submission.

2. All required forms identified within the RFR must be submitted.

3. Bidders must submit the RFR Checklist that summarizes files that are being submitted as the Bidder’s response.
4. The PMT will issue points against the following:

<table>
<thead>
<tr>
<th>RFR Section Name and Section Number</th>
<th>Maximum Section Points</th>
<th>Maximum Point Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Qualifications Resume</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>• Firm Profile</td>
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<tr>
<td>o Brief firm profile outlining the Bidder’s overall operations, related to providing Event Planning Services, taking specific consideration to the last twelve (12) months in business:</td>
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<tr>
<td>o Less than 3 events in the last 12 months: <strong>0 points</strong></td>
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<tr>
<td>o 3 events in the last 12 months (this is the minimum requirements) will receive <strong>4 points</strong></td>
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<tr>
<td>o Over 3 events in the last 12 months will receive <strong>5 points</strong></td>
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<tr>
<td>• Years in Business</td>
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<td>o Less than 3 years: <strong>0 points</strong></td>
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<td>o 3 years but less than 5 years: <strong>4 points</strong></td>
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<td>o 5 years and over: <strong>5 points</strong></td>
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<td>Reference Letter #3______</td>
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<td>o Question 2. Bidder’s willingness ethical approach, integrity, responsiveness and effectiveness in resolving problems / whether long-standing complaints:</td>
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<tr>
<td>Reference Letter #3______</td>
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<tr>
<td>Business References values are averaged from three written references supplied to PMT under separate cover by RFR due date. Answers values are from one (1)</td>
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to 2; five (2) is the highest value and zero (0) the lowest value.

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<tr>
<th>Certifications</th>
<th>Score Subtotal</th>
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<tbody>
<tr>
<td><strong>Professional Certifications</strong>, points will be received for Bidders being Certified in Event Planning:</td>
<td>5</td>
</tr>
<tr>
<td>o No Certifications: 0 points</td>
<td>0</td>
</tr>
<tr>
<td>o 1 Certification: 3 points</td>
<td>3</td>
</tr>
<tr>
<td>o 2 or more Certifications: 5 points</td>
<td>5</td>
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</tbody>
</table>

| Price Proposal Evaluation | 60 |
| Points will be assigned by ranking price proposals. Lowest bid will be ranked to the top and will secure 60 points. Ranked in 2\textsuperscript{nd} will secure 50, 3\textsuperscript{rd} will secure 40 and so on. |

| Financial Stability & Disclosures | 10 |
| **Balance sheet**: also referred to as statement of financial position or condition, reports on a company's assets, liabilities, and net equity as of a given point in time. Rate Assets vs. Liabilities: | |
| ▪ Total Assets are greater than the Total Liabilities = 2.5 points | 2.5 |
| ▪ Total Assets equals the Total Liabilities = 1 point | 1 |
| ▪ Total Assets is less than the Total Liabilities = 0 points | 0 |
| **Income statement**: also referred to as Profit and Loss statement (or a "P&L"), reports on a company's income, expenses, and profits over a period of time. Rate Revenue vs. Expenses: | |
| ▪ Total Revenue is greater than the Total Expenses = 2.5 points | 2.5 |
| ▪ Total Revenue equals the Total Expenses = 1 point | 1 |
| ▪ Total Revenue is less than the Total Expenses = 0 points | 0 |
| **Statement of retained earnings**: explains the changes in a company's retained earnings over the reporting period. Rate Retained Earnings: | |
| ▪ Retained Earnings are invested back into the company and produce high growth = 2.5 points | 2.5 |
| ▪ Retained Earnings are invested back into the company and produce no growth = 1 point | 1 |
| ▪ Retained Earnings are invested back into the company and the company is losing money = 0 points | 0 |
| **Statement of cash flows**: reports on a company's cash flow activities, particularly its operating, investing and financing activities. Expenses: | |
| ▪ Cash Receipts are greater than the Cash Payments(for Operating expenses) = 2.5 points | 2.5 |
| ▪ Cash Receipts are equal to the Cash Payments(for Operating expenses) = 1 point | 1 |
| ▪ Cash Receipts are less than the Cash Payments(for Operating expenses) = 0 points | 0 |
### Environmental Preferable Products Initiatives

Bidders that conduct events and use best practices for "greening meetings and conferences" wherever possible will receive a maximum of 10 points.

- For **printed material** Bidder agrees to produce and/or offer recycled paper with a minimum of 30% post-consumer recycled content for uncoated stock and a minimum of 10% post-consumer recycled content for coated stocks for 2 points.
- Bidder agrees to source **promotional items** made with post-consumer recycled materials and other types of environmentally preferable materials for 2 points.
- Bidders agree to create and drive awareness of efforts among event attendees and exhibitors to maximize the use of electronic means of information delivery; refrain from using any disposable items; use energy efficient lighting; provide recycling services; include environmental messaging on regular marketing materials for 1 point.

### Prompt Pay Discount

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<tr>
<th>% Discount</th>
<th>Days</th>
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<td>10</td>
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<td>15</td>
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### Total Points

<table>
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<tr>
<th>Total points</th>
<th>Total of possible points</th>
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<tr>
<td></td>
<td>100 points</td>
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</table>
This agreement is made and entered into by and between Bunker Hill Community College (herein referred to as the College) and PPC Event Services, Inc, DBA: Peterson Party Center, Inc. (herein referred to as the contractor) relative to the event planning and event rental service on the campus of Bunker Hill Community College pursuant to RFR: Event Planning Services-BHCEPS2015

WITNESS: that the College and the Contractor, for the considerations hereinafter cited, agree as follows:

Article I

Contract Term Length and Renewal Options

The initial term of this Contract is for 3 years. In addition, this contract has two (2) one year renewal option to be exercised solely at the discretion of the college. The initial term will run from November 01, 2015 through October 31, 2018. The first renewal term will run from November 01, 2018 through October 31, 2019. The second renewal term will run from November 01, 2019 through October 31, 2020. Options to renew the contract will be determined at least 90 days prior to the end of the each contract year period.

Article II

The Contractor agrees to provide the following:

1. Provide Commencement Event Rentals and other Special Event Rentals at agreed price as listed below which should remain firm throughout the contract term.

Commencement Event Rentals

Estimated days for Commencement rental: One Week

- 120’ by 260’ by 10’ pole tent, white (estimated 31,000 square feet) $ 31000.00 per event
- Four 10’ by 10’ tents, white (100 square feet, each) $ 260.00 per event
- Various 9’ wide by 150 feet long canopies, white $3175.00 per event
- Tie downs $ 1200.00 per event
- 8’ by 500’ feet of custom wood flooring and 4’ by 150’ with red turf cover $ 19910.00 per event
Special Event Rentals
Estimated total number of anticipated special events in one calendar year: 125
- Rentals of Table 60 inch rounds, 6 and 8 foot banquet, 36 inch cabaret tables $ 9.30, 8.50, 9.00, 7.75 per event
- Chair Samsonite folding and standard garden chairs $1.35, 4.60 per event.
- Staging—12 by 20 by 16 inches high, two stair steps with rails $ 663 per event
- 14 foot black velvet pipe and drape in 10 foot sections $ 82.40 per event

Delivery Cost
- Number of miles from location of primary inventory warehouse and Bunker Hill Community College, Charlestown Campus 12 miles
- Flat Delivery Charge $60 per event and No Fuel Charge for delivery $ 0 per mile

2. The Contractor assumes sole responsibility for securing, maintaining, and paying for any and all relevant licenses, permits, clearances, approvals, fees and taxes required by any and all Federal, state, County or City laws or statutes without recourse to the College as required for its performance under the contract; and shall post or display in a prominent place such permits and/or notices as required by law.

3. In carrying out the work covered by the agreement, the Contractor will comply with all applicable College, State and Federal laws, statutes, regulations, policies and orders relative to equal employment opportunity, civil rights, non-discrimination, affirmative action, health and safety as they exist at the effective date of the agreement or as they are subsequently promulgated, without recourse to the College and so as to hold the College harmless.

4. Provide all required and necessary related personnel and labor.

5. Provide all customary insurance coverage, throughout the life of this agreement without recourse to the College and so as to hold the College harmless. The
Contractor indemnifies the Awarding Authority, Bunker Hill Community College, the Board of Higher Education, and the Commonwealth of Massachusetts, their employees and agents from any liability due to its Event Operation in the college.

6. Subcontract: The Contractor shall not assign or subcontract, in whole or in part, its rights or obligations under the contract without prior written consent of the College. Any attempted assignments without said consent shall be void and of no effect.

7. The Contractor shall pay all vendors in a timely manner, according to agreement with the vendor so as not to interfere with service performance to the college.

8. Agrees that under no circumstances neither the College restrooms nor janitor's closets are to be used for storage of any equipment, utensils, etc.

Article III

The College's Conditions

1. Wherever the College is referred to herein, such reference will be to the President or her specific designee, as stated periodically in writing during the term of the contract.

2. The Agreement shall be governed and construed in accordance with the laws and regulations of and within the Commonwealth of Massachusetts and the City of Boston.

5. The contract does not allow for the successful bidder to operate any coin-operated vending machines during the life of the contract. The Contractor has no right of any fundraising activities other than service performance strictly stipulated by the contract to the college.

6. FORCE MAJEURE: If by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered as a breach of contract.

7. SURVIVAL: the terms, conditions, representations, and warranties contained in the contract shall survive the parties of the contract.

8. Assignment & Successor ship by Contractor: the Contractor shall not assign in whole or in part or otherwise transfer any interest in this Agreement without the prior written consent of the College. In the event of a business failure due to bankruptcy, insolvency, or a declaration occurs, illness and other elements that causes the Contractor not to fulfill its service obligations, then the college reserves the right to select and assign the balance of the existing contractual
performance service and contract timeframe to another service provider to perform the event rental service to the College.

9. Termination: In the event that the College wishes, for reason of just cause, to terminate the agreement, such termination intent will be sent by certified mail no less than sixty (60) calendar days prior to the intended termination date to an officer of the Contractor stating the reason for such intention to terminate. The Contractor will have fifteen (15) calendar days in which to remedy the cause, or the agreement will terminate in sixty (60) calendar days from the receipt of said mailed notice. Judgment of satisfactory remediation shall be solely that of the College, but such judgment shall be exercised reasonably and not in an arbitrary or capricious manner.

10. The Contractor may withdraw from this agreement only by giving written notice by certified mail to an officer of the College no less than ninety (90) days prior to the intended withdrawal date.

11. The College and the Contractor warrant that this agreement represents fairly and completely the total agreement between them and further agree that no change to a provision herein, nor any additional provision, shall be in effect unless both parties shall execute a written agreement signed by persons authorized to act for both parties. It is further agreed that if any portion of this agreement is declared or found to be illegal, unenforceable or void, both parties shall be relieved of all obligation under that portion but the remaining portions shall be fully enforced; also that forbearance or indulgence in any respect of any portion of this agreement in any single instance shall not be considered a waiver of any term nor of that term in any respect or instance.

12. This agreement and any subsequent duly executed amendments or modifications shall be governed by the laws of the Commonwealth of Massachusetts and any legal actions/proceedings filed relative to this agreement shall be brought in a court of competent jurisdiction within the Commonwealth.

13. The Governor of the Commonwealth of Massachusetts or his/her designee, the Secretary of Administration and Finance or his/her designee, the State Auditor or his/her designee, and the President of the College or his/her designee shall have the right at reasonable times and upon reasonable notice to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the performance of the provisions and requirements.
of this agreement.

In witness of the above, the Contractor has caused these presents to be signed, in duplicate, in its name and behalf and its corporate seal to be hereto affixed by __________________________ a corporate officer duly authorized to sign such instruments for the Contractor on the year and date written; and the College has executed these presents, in duplicate, by its President on the year and day written.

For Bunker Hill Community College:

__________________________________________  _____________________
John K. Pitcher                    Date
Vice President
Administration & Finance

For the Contractor:        PPC EVENT SERVICES, INC

___________________________________________        _____________________
Robert Traina, President            Date
INCLUDED DOCUMENT CHECK LIST

✓ REQUEST FOR RESPONSE (RFR): BHCEPS2015- 11 PAGES DOCUMENT
✓ PRICE PROPOSAL SHEET- 1 PAGE DOCUMENT
✓ REFERENCE FORM- 1 PAGE DOCUMENT
✓ CERTIFICATE OF NON COLLUSION FORM- 1 PAGE DOCUMENT
✓ TAX COMPLIANCE FORM- 1 PAGE DOCUMENT
✓ EVALUATION PROCEDURE SHEET- 4 PAGES DOCUMENT
Certificate of Non-Collusion
The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

___________________________________________
Signature of individual submitting bid or proposal

___________________________________________
Name of business
CONTRACTOR LEGAL NAME: PPC EVENT SERVICES
(print d/b/a: PETERSON PARTY CENTER, INC)

COMMONWEALTH DEPARTMENT NAME: BUNKER HILL COMMUNITY COLLEGE

MMARS Department Code:

Legal Address: [W-9, W-4,T&C]: 36 CABOT ROAD, WOBURN MA 01801
Business Mailing Address: BUSINESS OFFICE, 250 NEW RUTHERFORD AVE, CHARLESTOWN MA 02129

Contract Manager: Robert Traina, President
Billing Address (if different): SAME

E-Mail Address: Contract Manager: KEVIN WERY

Phone: 781-729-4000 Fax: 781-729-4999

Is this Payment Address Code set up for EFT? Yes No.

_ X_ Is the Payment Address Code set up for EFT? Yes No.

If “No” the Contractor must attach EFT paperwork.

EFT paperwork:

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ Statewide Contract (OSD or an OSD-designated Collective Purchase (Attach OSD approval, scope, budget)
- _X_ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
- _X_ Emergency Contract (Attach justification for emergency, scope, budget)
- _X_ Contract Employee (Attach Employment Status Form, scope, budget)
- _X_ Legislative/Legal Exemption or Other: (Attach authorizing language,justification, scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

 Compensation: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to interegovt for Commonwealth owed debts under 815 CMR 9.00.

- _X_ Maximum Obligation Contract: Enter Total Maximum Obligation for total duration of this Contract or NEW Total if Contract is being amended: $ ______.

 PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify exemption: ___ statutory/legal or Ready Payments (G.L. c. 29, § 23a); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.)

EVENT SERVICES: ALL MATERIALS, LABOR, FACILITY INSTALLATION ONSITE, FULL OPERATIONS MANAGEMENT, TIME SPECIFIC DELIVERY AND REMOVAL.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date.

2. may be incurred as of 1/11/2018, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of ___ a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of ___10/31/2018__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

X: ______________ Date: ______________ (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ______________
Print Title: ______________

AUTHORIZING SIGNATORY FOR THE CONTRACTOR:

X: ______________ Date: ______________ (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ______________
Print Title: ______________

AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:

X: ______________ Date: ______________ (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ______________
Print Title: ______________
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

A Contractor, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee). If a Vendor Code has not yet been assigned, leave this space blank and enter the Full Legal Name of the Contractor’s business as it appears on the Contractor’s W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a “doing business as” (d/b/a) name, BOTH the legal name and the “d/b/a” name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor’s W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Payment Remittance Address: Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

Contractor Contact Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contact Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Conn-PASS, the Contact Manager must be listed on the Vendor Section tab.

 Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contractor Manager (with confirmation of actual receipt through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: Enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned along with the Payment Remittance Address Code (e.g., "ADD01") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. EFT is required for all payments absent exceptional circumstances.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. An alternate contact may also be entered under E-Mail Address 2 (optional). Unless otherwise specified in the Contract, receive legal notices sent or received by the Department’s Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new.

(Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expiring Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for competitive purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under $15 CMR 2.00 and State Grants and Federal Sub-grants Policy, Departmental Master Agreements (MDA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other Exception. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form):

Complete this section for any Contract being renewed, amended to or to continue a lapsed Contract. All Contracts with available options to renew must be amended. See State Finance Law and General Requirements for details.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the new legal obligation results in a better overall value to the Commonwealth than what was proposed by the Contractor in the original selected response. Any “material” change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective result.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other Exception. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

incomplemented by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VUCT). See Vendor File and W-3s Policy.

COMPENSATION
Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations.

PAYMENTS AND PROMPT PAY DISCOUNTS
Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Payment Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE
Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter “Multi-User Departmental procurement” if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable.

ANTICIPATED START DATE
The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred incur PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contractor must include a statement certifying the obligations are not reimbursable and the obligations are for services, goods, merchandise, or items purchased entirely with other public funds or Federal award funds and not reimbursable to the Commonwealth. The Department may require documentation as evidence of obligations incurred PRIOR to the Effective Date.

CONTRACT END DATE
The Department must enter the date that the performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 4, § 9.

CERTIFICATIONS AND EXECUTION
See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Start Date”. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory’s name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory or Business Unit Signatory (with their own handwriting and in ink) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Start Date”. Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization.

Conformance and Contractor Credibility Statement: The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all “deliverables” which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contractor should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications: The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for performance required, including obtaining required licenses, certifications, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Contractor Code of Conduct and Business Ethics: The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be in substantial conformance with applicable Commonwealth standards and other public laws governing business operations, funding and resources to prevent fraud, waste and abuse. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

Collusion: The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access: The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but public records request. Routine contractor performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor’s own expense. Reasonable costs for copies of non-routine Contractor records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment: The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147, G.L. c. 29, s. 29F, G.L. c. 30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 46C, G.L. c.149, § 148B and G.L. c.152, § 25C.
Commonwealth of Massachusetts ~ Standard Contract Form

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 988 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed, reported or otherwise) during the fiscal year for performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department’s determination of performance delivered and accepted. The Contractor’s acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor’s failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, and mandating allotment reductions triggered by G.L. c. 29 § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representation of assurance made by the Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contractor contracts that are in bankruptcy or receivership shall be subject to Intercept pursuant to G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws: State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor’s ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, any bankruptcy or receivership, any contingent damages or other claim made or threatened, any potential legal action, any uncorrected material misstatement or omission, any knowledge of or changes to the name of the Contractor, knowledge, or losses of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act; Uniform Federal Acquisition Regulation; Pollution Control Act; and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93H for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a viable alternative be properly encrypted (using at a minimum) Information Technology Division (ITD) Protection of Sensitive Information; provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor’s breach including but not limited to G.L. c. 214, s. 58.

Corporate and Business Filings and Reports. The Contractor certifies compliance with all other legal requirements of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 150A (Labor Relations); G.L. c. 151 (Labor and Industries); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c. 153 (Liability for Injuries); 29 USC § 18 (Federal Fair Labor Standards); 29 USC § 28 and the Federal Family and Medical Leave Act.

Federal and State Laws and Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americas with Disabilities Act, 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act, 29 USC § 794; 29 USC § 16, § 791; 29 USC § 14, § 623; the 42 USC § 45; (Federal Fair Housing Act); G.L. c. 151A (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, § 92A; G.L. c. 272, § 98 and 42 USC §§ 12111, 12132, 12133, 12134, 12135, 12136; the Executive Order 523; the Uniform State Contracts Act, G.L. c. 111, Part II, s. 255; Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 96 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MACD and MACD Links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pacts.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or death damages or patent and copyright infringement under 42 USC § 117, Part II, or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of $100,000, or two times the value of the product or service purchased. The Contract contains that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Controller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the State Senate, by signing this Contract the
For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, contractors are required to provide the necessary security and to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Executive Orders**

**Prohibiting the Use of Undocumented Workers on State Contracts.**

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and that the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Executive Order 481.** Prohibiting the Use of Undocumented Workers on State Contracts.

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Executive Order 130.** Anti-Boycott.

The Contractor warrants, represents and agrees that it does not boycott goods or services from a Commonwealth entity that is not subject to the provisions of Executive Orders 390 or 524.

**Executive Order 444.** Disclosure of Family Relationships With Other State Employees.

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth and of the Contractor. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504.** Regarding the Security and Confidentiality of Personal Information.

For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's (“Security Policies”) (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the “unauthorized use”): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth’s Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.
Reference Review Form for RFR- BHCEPS2015- Event Planning Services
(to be completed by customer)

Bidder: ____________________________________________

Our business has had a business relationship with the company named above for Event Planning Services for a period of ___ years. When providing Event Planning Services to our firm, the following have been representative of our experience with the company listed above.

1. Bidder’s willingness and ability to provide contracted services - likeliness of your future use:

   Excellent   Good   Fair   Poor

2. Bidder’s willingness ethical approach, integrity, responsiveness and effectiveness in resolving problems / whether long-standing complaints:

   Excellent   Good   Fair   Poor

3. Bidder’s communication, leadership, thoroughness and the availability of key personnel:

   Excellent   Good   Fair   Poor

4. Bidder’s organizational approach to reporting, internal controls, use of staff, and meeting emergency needs:

   Excellent   Good   Fair   Poor

5. Including compliments and complaints on this business, your overall ranking is:

   Excellent   Good   Fair   Poor

Additional Comments______________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:  
CONTRACTOR VENDOR/CUSTOMER CODE:  

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

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<th>AUTHORIZED SIGNATORY NAME</th>
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I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____________________________________________  Date:
Signature

Title:  Telephone:
Fax:  Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the “record copy” of a contract filed with the department.
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X ______________________________________________________________

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

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

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

__________________________, 20 ________.

My commission expires on:

AFFIX NOTARY SEAL

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

__________________________, 20 ________.

AFFIX CORPORATE SEAL
**CONTRACT AMENDMENT**

Enter Effective Date below: __________ 20_____.

Enter Amendment Amount: $ __________, (or “no change”).

**AMENDMENT TYPE**:

- Amendment to Scope or Budget (Attach updated scope and budget)
- Interim Contract (Attach justification for Interim Contract and updated scope/budget)
- Contract Employee (Attach any updates to scope or budget)
- Legislative/Legal Exemption or Other (Attach authorization language/justification and updated scope/budget)

**PROMPT PAYMENT DISCOUNTS (PPD):**

Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting PROMPT PAYMENT DISCOUNTS (PPD) must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify exemption: __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ federal grant/trust; __ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.)

**ANTICIPATED START DATE:**

(Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- 1. may be incurred as of the __________ effective date below subject to any required approvals and no obligations have been incurred prior to the Effective Date.
- 2. may be incurred as of __________ 20_____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- 3. were incurred as of __________ 20_____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of __________ 20_____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor’s Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATORY FOR THE CONTRACTOR:**

X: ___________________________ Date: ____________

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ____________________________

Print Title: ____________________________

**AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:**

X: ___________________________ Date: ____________

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ____________________________

Print Title: ____________________________

(Commonwealth of Massachusetts ~ Standard Contract Form)

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes may be made by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

**CONTRACTOR LEGAL NAME:**

(and d/b/a): ____________

**COMMONWEALTH DEPARTMENT NAME:**

MMARS Department Code: ____________

Legal Address: [W-9, W-4,T&C]: ____________

Business Mailing Address: ____________

Contract Manager: ____________

Billing Address (if different): ____________

E-Mail Address: ____________

Contract Manager: ____________

Phone: ____________ Fax: ____________

E-Mail Address: ____________

Contractor Vendor Code: ____________

Payment Address Code (e.g. “AD001”) ____________

Is this Payment Address Code set up for EFT? Yes ____ No ____

Payment Address Code: (e.g. “AD001”)

**Contract Manager:** ____________

Print Title: ____________

Print Name: ____________

**Contractor:** ____________

Print Title: ____________

Print Name: ____________

**Contract Manager:** ____________

Print Title: ____________

Print Name: ____________

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

- Commonwealth Terms and Conditions
- Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

- Rate Contract (No Maximum Obligation. Attach details of Amendment changes.)
- Maximum Obligation Contract (Attach updated scope and budget)

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting PROMPT PAYMENT DISCOUNTS (PPD) must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify exemption: __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ federal grant/trust; __ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.)

**ANTICIPATED START DATE:**

(Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- 1. may be incurred as of the __________________________ effective date below subject to any required approvals and no obligations have been incurred prior to the Effective Date.
- 2. may be incurred as of ____________ 20_____, a date ____________ LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- 3. were incurred as of ____________ 20_____, a date ____________ PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of ____________ 20_____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor’s Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATORY FOR THE CONTRACTOR:**

X: ___________________________ Date: ____________

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ____________________________

Print Title: ____________________________

**AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:**

X: ___________________________ Date: ____________

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ____________________________

Print Title: ____________________________
The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND DBA):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (db/a) name, BOTH the legal name and the "db/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/IMS for Contract Employee).

**Contractor Payment Remittance Address:** Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel!" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contractor Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** Enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned along with the Payment Remittance Address Code (e.g., "AD001") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. EFT is required for all payments absences exceptional circumstances.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. An alternate contact may also be entered under E-Mail Address 2 (optional). Unless otherwise specified in the Contract, legal notice sent or received by the Contractor Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement:** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other Exemption:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

**CONTRACT AMENDMENT (Right Side of Form)**

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). "See Amendments, Suspensions, and Termination Policy."

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 811 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost-effective Contract.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other Exemption:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from
being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

**COMMONWEALTH TERMS AND CONDITIONS**

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and V-9s Policy.

**COMPENSATION**

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations.

**PAYMENTS AND PROMPT PAY DISCOUNTS**

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Payment Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c.29. s.23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD are included in a Contract blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE**

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter “Multi-User Departmental procurement” if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

**ANTICIPATED START DATE**

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L. c.4, § 9.

**CONTRACT END DATE**

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriated funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

**CERTIFICATIONS AND EXECUTION**

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Contract Start Date”. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory’s name and title must appear legally as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Contract Start Date”. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. The Authorized Department Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authority (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory’s name and title legibly.

**CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES**

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein: Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all “deliverables” which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

**Contractor Code of Conduct and Business Ethics.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public resources to prevent fraud, waste and abuse. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c.11 s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied

and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under G.L. c. 62E, § 28.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 39F; G.L. c. 149, § 27C; G.L. c. 149, § 4AC; G.L. c. 149, § 148B; and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 615 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AACPFA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department’s audit for payment of performance delivered and accepted. The Contractor’s acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor’s failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29, § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 149, s. 23C. A Department may not accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. For dispute of an estimated payment pursuant to G.L. c. 149, § 27A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TiRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor’s ability to timely fulfill the terms of this Contract or amend this Contract. The Contractor certifies that at any time during the term of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and dissemination of personal data, or information, and other forms of personal data or information. The Contractor certifies that at any time during the term of the Contract the Contractor is required to comply with G.L. c. 93H for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor’s breach including but not limited to G.L. c. 21A, s. 35.

**Corporate and Business Filing Requirements.** The Contractor certifies compliance with all applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 20 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments, unemployment insurance and contributions, workers’ compensation and insurance, child labor laws, AFCO labor standards, 7, s. 22 (Prevailing Wages for Meat and Clothing and Apparel) practices; G.L. c. 149; (Labor and Industries) G.L. c. 151A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal and State Laws and Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act, 42 U.S.C. Sec. 12,101, et seq.; the Rehabilitation Act, 29 USC c. 165, s. 794; Unemployment Insurance and contributions, Workers’ Compensation and insurance, child labor laws, AFCO labor standards, G.L. c. 7, s. 22 (Prevailing Wages for Meat and Clothing and Apparel) practices; G.L. c. 149; (Labor and Industries) G.L. c. 151A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts and (other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U10, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment,
lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 2CC for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts “HH” and “NN” and “U05” object codes subject to G.L. Chapter 29 s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 93A § 65, and providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

**EXECUTIVE ORDERS**

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481.** Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

**Executive Order 130.** Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999B(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this section may be regarded as a material breach of this Contract, and any breach of these terms may be regarded as a material breach of this Contract, and any breach of these terms may be regarded as a material breach of this Contract.

**Executive Order 346.** Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5F and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiation leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444.** Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504.** Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division’s Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and Controls; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division’s “Security Policies” (3) communicate and enforce the contracting agency’s ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the “unauthorized use”): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth’s Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214 § 3b for violations under M.G.L c. 66A. Executive Order 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran’s status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.
Tax Compliance Certification
Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

___________________________________________
Signature of person submitting bid or proposal

___________________________________________
Name of business
### Notes:
If your company does not use the disciplines listed above, please list the price per hour that an individual within in your company would be paid for providing such services.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Disciplines and Labor/Task Categories</th>
<th>Maximum Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>President (Account Manager/Executive)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant Account Manager/Executive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material Production Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IT Support Coordinator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>On-Site Support Coordinator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Secretary/Direct Calling</td>
<td></td>
</tr>
<tr>
<td></td>
<td>In-house Pre-Event Registration Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td>On-site Registration Person</td>
<td></td>
</tr>
</tbody>
</table>
EVALUATION PROCEDURE

The complete evaluation of RFR for Event Planning Services will be conducted by members of the Procurement Management Team (PMT) in accordance with criteria established within the RFR.

1. ALL bids are required to be submitted online in accordance with the due date and time of

The following vendor’s bids were received after the deadline:

   a. ______________________________________________
   b. ______________________________________________
   c. ______________________________________________
   d. ______________________________________________
   e. ______________________________________________

   Only bids submitted before and on deadline will be considered.

2. All required forms identified within the RFR, Section 5. How To Submit a Bid Response requiring signatures must be adhered to. Those forms requiring an Ink Signature are identified below and will be required for submission after contracts have been awarded:

   a. Standard Contract Form,
   b. Commonwealth T & C,
   c. Contractor Authorized Signatory Listing,
   d. Request for Taxpayer Identification & Verification (Mass. Substitute W-9 form)

Bidders who have previous contracts with the Commonwealth and have up-to-date, ink-signature versions of Commonwealth Terms & Conditions and W-9 Forms on file with the Office of the State Comptroller may submit copies of the signed forms.

   BIDDERS NOT SUBMITTING THE ABOVE FORMS MAY BE DISQUALIFIED.

3. Bidders must submit the RFR Checklist that summarizes files that are being submitted as the Bidder’s response.
4. The PMT will issue points against the following:

<table>
<thead>
<tr>
<th>RFR Section Name and Section Number</th>
<th>Maximum Section Points</th>
<th>Maximum Point Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Qualifications Resume</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• <strong>Firm Profile</strong> Brief firm profile outlining the Bidder’s overall operations, related to providing Event Planning Services, taking specific consideration to the last twelve (12) months in business:</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>o Less than 3 events in the last 12 months: <strong>0 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 3 events in the last 12 months (this is the minimum requirements) will receive <strong>4 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Over 3 events in the last 12 months will receive <strong>5 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• <strong>Years in Business</strong></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>o Less than 3 years: <strong>0 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 3 years but less than 5 years: <strong>4 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 5 years and over: <strong>5 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• <strong>Business References</strong> three (3) business references are required from customers with whom there is a standing business relationship of <strong>one year</strong> or greater duration.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>o Question 1. Bidder’s willingness and ability to provide contracted services - likeliness of your future use:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #1_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #2_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #3_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Question 2. Bidder’s willingness ethical approach, integrity, responsiveness and effectiveness in resolving problems / whether long-standing complaints:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #1_____</td>
<td></td>
<td>Average for Question 1</td>
</tr>
<tr>
<td>Reference Letter #2_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #3_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Question 3. Bidder’s communication, leadership, thoroughness and the availability of key personnel:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #1_____</td>
<td></td>
<td>Average for Question 2</td>
</tr>
<tr>
<td>Reference Letter #2_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #3_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Question 4. Bidder’s organizational approach to reporting, internal controls, use of staff, and meeting emergency needs:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #1_____</td>
<td></td>
<td>Average for Question 3</td>
</tr>
<tr>
<td>Reference Letter #2_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #3_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Question 5. Including compliments and complaints on this business, your overall ranking is:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #1_____</td>
<td></td>
<td>Average for Question 4</td>
</tr>
<tr>
<td>Reference Letter #2_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Letter #3_____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business References values are averaged from three written references supplied to PMT under separate cover by RFR due date. Answers values are from one (1)</td>
<td></td>
<td>Average</td>
</tr>
</tbody>
</table>
to five; five (5) is the highest value and zero (0) the lowest value.

<table>
<thead>
<tr>
<th>Score below 10 = 0 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score between 10 and below 13 = 3 points</td>
</tr>
<tr>
<td>Score between 13 and below 15 = 4 points</td>
</tr>
<tr>
<td>Score between 15 and below 17 = 5 points</td>
</tr>
<tr>
<td>Score between 17 and below 19 = 6 points</td>
</tr>
<tr>
<td>Score between 19 and below 20 = 7 points</td>
</tr>
<tr>
<td>Score between 20 and below 22 = 8 points</td>
</tr>
<tr>
<td>Score between 22 and below 25 = 9 points</td>
</tr>
<tr>
<td>Score of 25 = 10 points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certifications</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Professional Certifications, points will be received for Bidders being Certified in Event Planning:</td>
<td></td>
</tr>
<tr>
<td>o No Certifications: 0 points</td>
<td></td>
</tr>
<tr>
<td>o 1 Certification: 3 points</td>
<td></td>
</tr>
<tr>
<td>o 2 or more Certifications: 5 points</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pricing Evaluation from Price Proposal</th>
<th>50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points will be assigned by ranking lowest price bid at the top and highest at bottom. Lowest will secure maximum of 50 points and other in decrement of 10 respective to their rank.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Stability &amp; Disclosures</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Balance sheet: also referred to as statement of financial position or condition, reports on a company's assets, liabilities, and net equity as of a given point in time. Rate Assets vs. Liabilities:</td>
<td></td>
</tr>
<tr>
<td>▪ Total Assets are greater than the Total Liabilities = 2.5 points</td>
<td></td>
</tr>
<tr>
<td>▪ Total Assets equals the Total Liabilities = 1 point</td>
<td></td>
</tr>
<tr>
<td>▪ Total Assets is less than the Total Liabilities = 0 points</td>
<td></td>
</tr>
<tr>
<td>• Income statement: also referred to as Profit and Loss statement (or a &quot;P&amp;L&quot;), reports on a company's income, expenses, and profits over a period of time. Rate Revenue vs. Expenses:</td>
<td></td>
</tr>
<tr>
<td>▪ Total Revenue is greater than the Total Expenses = 2.5 points</td>
<td></td>
</tr>
<tr>
<td>▪ Total Revenue equals the Total Expenses = 1 point</td>
<td></td>
</tr>
<tr>
<td>▪ Total Revenue is less than the Total Expenses = 0 points</td>
<td></td>
</tr>
<tr>
<td>• Statement of retained earnings: explains the changes in a company's retained earnings over the reporting period. Rate Retained Earnings:</td>
<td></td>
</tr>
</tbody>
</table>
- Retained Earnings are invested back into the company and produce high growth = **2.5 points**
- Retained Earnings are invested back into the company and produce no growth = **1 point**
- Retained Earnings are invested back into the company and the company is losing money = **0 points**

**Statement of cash flows:** reports on a company's cash flow activities, particularly its operating, investing and financing activities. Expenses:
- Cash Receipts are greater than the Cash Payments (for Operating expenses) = **2.5 points**
- Cash Receipts are equal to the Cash Payments (for Operating expenses) = **1 point**
- Cash Receipts are less than the Cash Payments (for Operating expenses) = **0 points**

---

**Environmental Preferable Products Initiatives** Bidders that conduct events and use best practices for “greening meetings and conferences” wherever possible will receive a maximum of 10 points.
- For **printed material** Bidder agrees to produce and/or offer recycled paper with a minimum of 30% post-consumer recycled content for uncoated stock and a minimum of 10% post-consumer recycled content for coated stocks for **2 points**
- Bidder agrees to source **promotional items** made with post-consumer recycled materials and other types of environmentally preferable materials for **2 points**
- Bidders agree to create and drive awareness of efforts among event attendees and exhibitors to maximize the use of electronic means of information delivery; refrain from using any disposable items; use energy efficient lighting; provide recycling services; include environmental messaging on regular marketing materials for **1 points**

---

**Prompt Pay Discount**
- ____% 10 days
- ____% 15 days
- ____% 20 days
- ____% 30 days

---

| Total points | Total of possible points | 100 points |
I. General Information and Bid Submission Requirements

Statement of Purpose

To provide college wide Event Planning Service to the Bunker Hill Community College.

Bid Delivery

All bids must be delivered to:
Bunker Hill Community College, Room-B325, 250 New Rutherford Ave., Boston, MA 02129-2925.

All elements and all forms of the bid must be delivered and date-stamped at the above office by 1:00 PM, August 31, 2015. Times are Eastern Standard/Daylight Savings (US), as applicable. The clock used to determine the time will be Computer Clock of Administrative Assistant desk in the Room-B325 at the time of submission. Late Bid responses will not be accepted. Bids which are either faxed or electronically submitted will not be accepted as a bid delivery. All bids must be in English and submitted in the same format as listed in the RFR using 12 font print. Information submitted beyond the scope required in the RFR may hinder vendor evaluation. One bidder will be awarded the Event Planning Service contract.

Two (2) copies of the bid should be submitted. Bids must be sealed and marked as follows: BHCEPS2015

All bids must include a W9, Non-Collusion Form, Reference Form, Contractor Authorized Signature Verification Form, Commonwealth of Massachusetts Standard Contract Form & Terms & Conditions Form and Massachusetts Department of Revenue Certificate of Good Standing.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the
signature of each general partner; and 3) if the bidder is a corporation, by the authorized
officer, whose signature must be attested to by the clerk/secretary of the corporation,
and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 15 Days after the bid opening. The time for award
may be extended for up to 30 additional days by mutual agreement between Bunker Hill
Community College and the apparent highest responsive and responsible bidder that
offers the best value to the College.

Changes and Addenda

If any changes are made to this RFR, then an addendum will be issued to all bidders on
record as having picked up the RFR. The addendum will be posted to COMMBUYYS for
easy access by any bidder and it is a bidder's responsibility to monitor COMMBUYYS for
all addendum so that a current response can be submitted. Bidders may not alter either
the RFR language, specifications, terms & conditions or RFR component files; Bidder
modifications to the RFR are prohibited; any such modifications will disqualify a Bidder.

Questions about the RFR

Questions concerning this invitation for bids must be submitted in writing to: Weusi
Tafawa, Business Office Room B-325, #617-228-2115, Bunker Hill Community College,
may be either delivered or mailed to the above address, or faxed to the Business Office:
#617-228-2120. Written responses either will be mailed, e-mailed or faxed to all bidders
on record as having picked up the RFR; or responses may be issued via a mutually
agreed upon phone conversation.

Bidder Communication: Bidders are prohibited from communicating directly with any
employee of the procuring department except as specified in this RFR, and no other
individual, Commonwealth employee or representative of the College is authorized to
provide any information or respond to any question or inquiry concerning this RFR.
Bidders may contact the contact person for this RFR in the event this RFR is incomplete
or the bidder is having trouble obtaining any required attachments electronically through
COMMBUYYS. All information submitted in response to this RFR are subject to the
Massachusetts Freedom of Information Law, M.G.L., Chapter 66, Part 10 and Chapter
4, part 7, sub-part 26 regarding public access to such documents.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the Bunker
Hill Community College prior to the time and date set for the bid opening. Bid
modifications must be submitted in a sealed envelope clearly labeled "Modification
No.__" to the address listed in part one of this section. Each modification must be
numbered in sequence, and must reference the original RFR. The College makes no
guarantee that any service will be purchased resulting from this RFR.
After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the College or fair competition. Minor informalities, IN SOLE DISCRETION OF THE COLLEGE, will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Bidder Responsibility

This RFR is distributed electronically using the COMMBUYXS system. It is the responsibility of every bidder to check COMMBUYXS for any addenda or modifications to a solicitation for which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodation to bidders who submit a response based upon an out-of-date solicitation document. Potential bidders are advised to check the last change field on the summary page of solicitations they intend to respond that they have the most recent solicitation files.

Right to Cancel/Reject Bids

The Bunker Hill Community College may cancel this RFR, or reject in whole or in part any and all bids, if the College determines that cancellation or rejection serves the best interests of the College. The College will neither accept, receive, nor acknowledge a bidder’s Terms & Conditions throughout the award process and contract performance duration. Terms & Conditions are negotiable for mutual agreement/contract; final Terms & Conditions are at the sole discretion of the College. A bidder’s alteration to this RFR will disqualify the bidder from the bid process.

Bid Prices to Remain Firm:

All bid prices submitted in response to this Solicitation must remain firm for forty-five (45) days following the bid opening.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Business Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.
II. Purchase Description/Scope of Services

General Description

This RFR seeks responses from Event Planners interested in conducting business with Bunker Hill Community College (BHCC) for specific or non-specific events, identifying the size of events, both with and without exhibitors, social marketing events, fundraising occasions, training events, award ceremonies, graduation ceremonies, and/or other events/functions. Event Planners are also being sought for coordinating and organizing such events/functions requiring minimal involvement as support for a BHCC in-house Event Planner or Marketing Manager to ensure the fulfillment of such organized events/functions.

Bid Awarded Event Planner is expected to secure specifics business and/or support department events for the following, but not limited to:

- catering
- decorator services
- electric service
- sound system and lighting
- promotional items
- proof of liability insurance
- university caps and gowns
- space/site rental
- tent rental
- transportation
- space/site rental
- tent rental
- transportation
- space/site rental
- tent rental
- transportation

The “Estimated Value (US$)” for this Solicitation is just above $200,000.00 each fiscal year. The estimation was based on reviews of spending over last five years.

Contract Term Length and Renewal Options

The initial term of this Contract is for 1 year. In addition, this contract has two (2) renew option to exercise solely on discretion of the college. The initial term will run from October 01, 2015 through September 30, 2016. The first renew term will run from October 01, 2016 through September 30, 2016. The second renewal term will run from October 01, 2017 through September 30, 2017. Options to renew the contract will be determined at least 90 days prior to the end of the each contract year period. This bid requires majority vote approval of the BHCC Event Planning Service Procurement Team before any contract is approved with the selected Vendor.
Pricing and pricing formats

All bidders must provide both a unit price and a total price for each item listed on the attached bid pricing sheet. All bid prices must remain firm throughout the contract term.

Detailed description of services (Statement of Work)

???

Quality Requirements

Bidder Qualifications: ???

Company Certification and Affiliations:

Bidder must indicate their certification in event planning if any and professional affiliations that are related to event planning.

Information to be Submitted with the Proposal:

- Bidder will provide a brief statement of purpose which identifies the philosophy, goals, and objectives of its organization and its significance to the College; acknowledging whether or not Event Planning Service is their primary business.

- Bidder must be registered as a legal entity via the Secretary of State’s Office to conduct business in the Commonwealth of Massachusetts. Must provide their company’s EIN# via a W-9 Tax Identification form listed in COMMBUYS Forms & Terms tab.

- Business Continuity Plan: to be submitted as an element of the bidder’s proposal. In case of an emergency, the awarded bidder may be asked the following:

  Indicate whether there is a written Business Continuity Plan describes how your company will continue to do business in case of an emergency: such as a natural disaster, fire, etc to the awarded bidder’s physical business structures.

  Specify work recovery measures, and the means to re-establish physical records while maintaining the Contracted Event Planning Service at the College.

- Environmentally Preferable Products Program EPP: In the Environmental Plan, you need to submit a statement indicating the 'green' practices that your company can do while conducting events and functions. For example, using recyclable products, minimize waste, conserve energy and/or water, use product consist of fewer toxic substances, reduce the amount of toxic substances disposed or consumed, protect open-space, lessen the impact to public health etc.
We are faced everyday with the reality that many of the products we buy can cause damage to the environment and/or public health from the extraction of raw materials and the manufacture of products, to their use and disposal, products that we use every day can be harmful. By purchasing EPPs, we look to reduce those impacts, some of which can be severe.

**COLLEGE CONDITIONS**

Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of a bid or the costs of any services performed prior to receiving approval of the agreement. All bids and materials submitted in conjunction with the bids shall become the property of Bunker Hill Community College for use as deemed appropriate, respecting all copyrights.

1. Bunker Hill Community College reserves the right to modify the requirements of this bid after its release. All bidders will be notified of any modifications to the requirements of this proposal. Wherever the College is referred to herein, such reference will be to the President or his/her specific designee, as stated periodically in writing during the term of the contract.

2. Bidders who submit a response may be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a bidder to clarify or elaborate on the bid, but shall in no way change the original bid. The College shall schedule the time and location, if needed.

3. By submitting a bid, the bidder agrees that it will not make any claims or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

4. The successful bidder will be notified by the issuing Officer by telephone and confirmation by letter. The Contract will incorporate at least this bid and the contractor’s bid.

5. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the bid.

6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts.

7. All bidders and their employees must be aware of and comply with the requirements of the Commonwealth of Massachusetts Conflict of Interest Laws, and all other appropriate provisions of the Commonwealth of Massachusetts Law and resultant codes, rules, and regulations from Commonwealth laws.
establishing the standards for business with the Commonwealth. In signing the bid, each bidder guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales contracts, services, offers, relationships, etc. involving the Commonwealth and/or Commonwealth employees. Failure to comply with those provisions may result in disqualification from the bid process and in other civil or criminal proceedings as required by law.

8. The contract does not allow for the successful bidder to operate any Coin-Operated Vending Machines during the life of the contract. Sale of any kind of food, drink, snacks and confectionary are not permitted in any event by the bidder.

9. Force Majeure: If by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of contract.

10. Survival: the terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.

11. Contractor's Signature: The Bidder's ink signature on the Bid Proposal form shall be held as evidence that the Bidder has examined the site and satisfied itself as to all the requirements, works, conditions, and constraints for the proper execution of the proposed service. Such signature acknowledges that the Bidder fully understands the Scope of Service for the Event Planning Service to the College.

12. The College's Right to Terminate the Contract:

If the Bidder should be adjudged bankrupt, or if the Bidder should make a general assignment for the benefit of Bidder's creditors, or if a receiver should be appointed on account of Bidder's insolvency, or if the Bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workpeople or proper materials, or if Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the College, or otherwise be guilty of a substantial violation of any provision of the Contract, then the College, upon the certification of the College that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Bidder, and the surety if any, seven (7) calendar days’ written notice, terminate the contract. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.
IV. References

Bidder must submit a complete list of all Event Services contracts performed in the past three (3) years that are similar in size and scope to this proposal, with contact names and telephone numbers. Any account no longer serviced should be noted with an asterisk; all Event Planning contracts that have been terminated must be listed with reasons for their termination.

Bidders must provide information about their company in the following areas as evidence of Bidder Qualifications for the proposed service and contract.

- Experience & Management Philosophy about Event Planning Service.
- Key Staff and Management with staffing chart and Resumes.
- Past and/or current Event Planning Service experience in the field of Higher Education.
- Professional Affiliations and Trade Associations
- Insurance Coverage
- Any Bankruptcies/Liens/law Suits
- Event Planning Service contract terminations with reasons for termination.
- Sample Sales Income/Expense/Net Income Statement for one (1) year.
- Must be registered as a legal entity to conduct business in the state of Massachusetts. Must provide your company’s EIN# via W-9 Tax ID Form as listed in COMMBUY'S tab Forms and Terms.
- Certificate of Good Standing for Tax Compliance from the Department of Revenue (DOR) from the Commonwealth of Massachusetts.

REFERENCE FORM

To be Submitted under separate cover with Reference Letterhead and Envelope via the U S Postal Service to the College’s RFR Contract Manager prior to the Close Date of the RFR.
Business references are required from customers with whom there is a standing business relationship of two years or greater duration. Values are averaged from references supplied to PMT by RFR due date. Answers values are from zero to five; five (5) is the highest value and zero (0) the lowest value.

Bidder Name:_____________________ Reference Name: ___________________

Question 1. Bidder’s willingness and ability to provide contracted services - likeliness of your future use:

5  4  3  2  1  0

Question 2. Bidder’s ethical approach, integrity, responsiveness and effectiveness in resolving problems

5  4  3  2  1  0

Question 3. Bidder’s communication, leadership, thoroughness and the availability of key personnel:

5  4  3  2  1  0

Question 4. Bidder’s organizational approach to reporting, internal controls, & meeting emergency needs:

5  4  3  2  1  0

Question 5. Including compliments and complaints on this business, your overall ranking is:

5  4  3  2  1  0

Financial References

Bidder must include their past three (3) years of audited Financial Statements. These
statement will be held as confidential and proprietary but will not be returned; after the award, these audited statements will be shredded and destroyed. Bidder must also provide a Letter of Good Standing from their CPA.

V. Rule for Award

The Bunker Hill Community College’s Procurement Team will Award this contract to the Highest Responsible and Responsive Bidder which offers the Best Value to the College. All prices must remain constant for the entire three-year including renewal options. One Contract will be awarded to the responsive and responsible bidder with the lowest total price for all three years of the contract.

VI. Bid Pricing Sheet

Bidders are required to submit pricing using uniform bid pricing sheet which included in to this RFP.

VII. Non-Collusion Form and Tax Compliance Form

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

___________________________________________
Signature of individual submitting bid or proposal

___________________________________________
Name of business
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

___________________________________________
Signature of person submitting bid or proposal

___________________________________________
Name of business

VIII. Additional Contract Terms and Conditions

I have read the above listed proposal and agree with its Terms & Conditions, if awarded the contract. Changes in the College’s Terms & Conditions can be negotiated; final Terms and Conditions approval rest solely with the College. An Event Planning Services Commonwealth of Massachusetts Standard Contract Service Agreement will be finalized after the contract award.

Signature: _______________________________ Date: _____________

CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM

Individuals: Individuals have two options to verify signature authorization:

1. Official Sample of Signature. Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, OR
2. Notarization. In the alternative, the Bidder can have their signature notarized in the space below.

Corporations: Corporations have two options to verify signature authorization.

1. Authorization and Clerk Certification: The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) AND that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (NOTE: Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); OR
2. Authorization and Official Sample of Signature or Notarization (Complete both "a." and "b." below)
a. Authorization. The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation, AND:
b. Official Sample of Signature or Notarization. (Select one option)
   • Official Sample of Signature. Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature, OR
   • Notarization. Have each of the signatory's signature notarized (made in a notary's presence) below.

Partnership or Other Entities
1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity, AND

2. **Official Sample of Signature or Notarization:** (Select one option)
   a. **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; OR
   b. **Notarization.** Have their signature notarized in the space below.

---

**THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION**

PRINT SIGNATORY'S FULL LEGAL NAME: _________________________________________

SIGNATURE: (as it will appear on documents) ________________________________

(NOTARY) I, _____________________________________ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder, and the individual’s identity was verified, on this date: _____________, 20______,. My commission expires on:

OR

(CORPORATE CLERK) I, ______________________________________ as corporate clerk of the Bidder/Contractor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Contractor. This date: ____________________, 20______.

---

**BASIC COLLEGE DATA**

1. The Charlestown Campus consists of five (6) College Buildings and a modular structure adjacent to the Building D. All buildings are connected via regular corridor levels.

2. The class schedule of the College will approximate 7:00 a.m. to 10:00 p.m., Monday through Thursday; 7:00 a.m. to 6:00 p.m., Friday; and there are classes from 7:00 a.m. to 1:30 p.m. on Saturday & Sunday. Two semesters of 15 class weeks and one examination week; and three summer sessions of six (6) weeks, per session.

3. Enrollment for the Charlestown and Chelsea Campus is approximately 15000+ students. The College is non-residential and diverse in its student population.

4. Full-time and Part-time employees are approximately 450. All administrative and support personnel are on a twelve month schedule.

5. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year.

6. Event Planning services will be required for the entire contract period regardless of class schedule or vacation period.

---

**PROCUREMENT CALENDER**

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SOLICITATION:

**Announcement of Intent to Procure** (Boston Globe and COMMBUYSS)  
- **Solicitation: Announcement of Intent to Procure**  
  - 7/6/2015

**Release Date**  
- 7/20/2015

**Forum**  
- **Deadline for submission of written questions**  
  - 08/03/2015 at 10:00 am Eastern Time

**Official answers published (Estimated)**  
- 8/4/2015

**Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the “Amendment Deadline” on COMMBUYSS)**  
- 8/10/2015

**Solicitation: Close Date / Submission Deadline**  
- 08/31/2015 at 1:00 pm Eastern Time, B325 Computer Clock

**Bid Award: Announcement to Winner via Phone and Email. Notification email to all other bidders**  
- 9/15/2015

**“Wet Ink” Signatures are to be on file by:**  
- 9/21/2015

**Contract: Estimated Contract Start Date**  
- 10/1/2015

---

**CHECKLIST**

- Review all COMMBUYSS Forms & Terms Tab
- Procurement Calendar
- Completed RFR delivered by Friday, October 02, 2015 by 1:00pm
- Non-Collusion Form (COMMBUYSS Forms & Terms)
- Contractor Authorized Signature Verification Form (COMMBUYSS Forms & Terms)
- Commonwealth of MA Standard Contract Form (COMMBUYSS Forms & Terms)
- Tax Compliance Certificate (COMMBUYSS Forms & Terms)
- W-9 Tax ID Form (COMMBUYSS Forms & Terms)
- Audited Financial Statements
- Reference Forms submitted under separate cover via U S Mail.
- Copy of Liability Insurance
• Staffing Pattern Proposal/Quality Requirements
• Summary: Experience & Management Philosophy/Key Staff Listing & Resumes
• Listing of Industry & Government Associations
• Going Green Policy, Environmental, Clean energy for Non-Hazardous Waste
• Rule of Award
INVITATION TO BID

Sealed Invitation for Bids are invited for Event Planning Services at Bunker Hill Community College, Charlestown Campus. Information for Bid requirements are available in Room B-325, Bunker Hill Community College, 250 New Rutherford Avenue, Boston, MA 02129-2991. Bid opening and assessment will be on/after 1:00pm, September, 2015.
Certificate of Non-Collusion
The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

___________________________________________
Signature of individual submitting bid or proposal

___________________________________________
Name of business
<table>
<thead>
<tr>
<th>QUESTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is there still a bidder’s conference on 3/3 from 10-12 noon? This forum states that there will be no physical bidder's conference, however, the RFP states that there will be. Please clarify. Thanks.</td>
</tr>
<tr>
<td>Since February 10th, the Summary stated that the bid is due 3/18/09, however the RFP timeline clearly states that the bid is due on 3/26/09 at 3pm. What is the deadline? Please clarify. Thanks.</td>
</tr>
<tr>
<td>Do we have to submit a W9 form with our response, or is this to be submitted after a contract award along with the other documents?</td>
</tr>
<tr>
<td>Are there any percentage guidelines for the AMP plan? What is a reasonable percentage that the PMT would be looking for?</td>
</tr>
<tr>
<td>Do we need to submit an Environmental Plan? If so, where does this form exist?</td>
</tr>
<tr>
<td>Do we need to submit the worksheets that are printed in the RFR? There is a statement at the top of the first sheet that states &quot;these must be completed and submitted...&quot; However, the RFR's checklist does not show the worksheets on the list.</td>
</tr>
</tbody>
</table>
If you were unable to make the Bidder’s Conference or if there was confusion on some elements of the RFR that might have been addressed at that conference please call Bill Funk at 617-720-3329. Also, there was a Bidder Training session at OSD from 1:00 PM to 3:00 PM that same day, which would have been another opportunity to address RFR questions as well as learn how to respond to the online bid response.

The RFR Estimated Procurement Calendar is correct and the Close Date is 3/26/2009 at 3:00 PM. That change has been made in the Summary page of the Solicitation.

On the Forms and Terms Tab of the Solicitation the instructions for the W9 Form indicate that this form is to be submitted if your company is given the contract award.

The RFR does not ask for a specific percentage or dollar amount in the AMP Plan; but it does say the following: "The PMT requires Bidders to make a significant commitment to partner with certified Minority / and Women / Owned Businesses in order to be awarded a Contract"

You do not have to complete a form. In the Environmental Plan you need to submit a statement indicating the 'green' practices that your company can do while conducting events and functions. For example, using recyclable products.

Yes, please submit these sheets, it will provide information on your company’s costs and staff.
PRF41 – Event Planning Services

Correction on “Closing Date” in the Summary Section

The RFR Estimated Procurement Calendar is correct and the Close Date of this solicitation is 3/26/2009 at 3:00 PM.
Request for Response (RFR)

Document Title: Event Planning Services

Document Number: PRF41

Reopened: February 11, 2009

Please Note: This is a single document associated with a complete Solicitation that can be found on Comm-PASS. All Bidders are responsible for reviewing and adhering to all information, forms and requirements found in all tabs and related forum records for the entire Solicitation. To locate the Solicitation associated with this document, go to www.comm-pass.com, select the “Search for solicitations” link, enter the above Document Number in the “Document Number” field, and select the “Search” button. Bidders who need help regarding Comm-PASS navigation may refer to the Comm-PASS Resource Center at www.mass.gov/osd for documents and guides. Bidders may also contact the Comm-PASS Helpdesk at comm-pass@state.ma.us or the Comm-PASS Helpline at 1-888-MA-STATE. The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.
# HOW TO SUBMIT A BID RESPONSE

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5.2 SmartBid Training
5.3 SmartBid Support
5.4 Bid Response Deadline
5.5 Bid Package
5.6 Bid Response Contents
  5.6.1 RFR Submission Checklist
5.7 Bid Response Materials
  5.7.1 Electronic Signatures
  5.7.2 Ink Signatures
5.8 Limits and Restrictions
  5.8.1 Document Pages
  5.8.2 File Naming Conventions
  5.8.3 File Size Limits
  5.8.4 Duplicate File Names Not Accepted
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  5.9.1 Prior to Close Date
  5.9.2 After Close Date

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6.3 Comm-Pass SmartBid Subscription
6.4 Costs
6.5 Electronic Funds Transfer (EFT)
6.6 Ownership of Submitted Responses
6.7 Public Records Law
6.8 Reasonable Accommodation
6.9 System of Record
6.10 Evaluation – Best Value Selection and Negotiation
6.11 Terms and Requirements Pertaining to Awarded Statewide Contracts
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  6.11.2 Commonwealth Tax Exemption
  6.11.3 Contractor’s Contact Information
  6.11.4 Pricing
  6.11.5 Publicity
  6.11.6 Save Smart Program ($ave $mart)
  6.11.7 Statewide Contractor Marketing Requirements
  6.11.8 Subcontracting Policies
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1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

This RFR seeks responses from Event Planners interested in conducting business with the Commonwealth and all Eligible Entities for specific or non-specific events, identifying the size of events, both with and without exhibitors, social marketing events, fundraising occasions, training events, professional exams, award ceremonies, graduation ceremonies, and/or other events/functions. Event Planners are also being sought for coordinating and organizing such events/functions requiring minimal involvement as support for a Commonwealth in-house Event Planner or Marketing Manager to ensure the fulfillment of such organized events/functions.

Bidders are required to state the size of the event that they would consider minimum and maximum dollars for them to handle based on such factors as: Budget dollars, with exhibitors or without exhibitors, social marketing or other limiting factors. However, bidders must indicate their willingness to support both large events and small events, or only one size event. Commonwealth departments will identify their funding made available from either exhibitor fees, Commonwealth appropriations or through internal Trust Fund sources. The importance of this relates to the support required for payments to reserve and/or pay for contracted services to conduct an event or reserve space.

ALL signage will be approved by the department with proofs developed before final versions are developed. For electronic medium a text will be conveyed to the department for approval.

Event Planners are expected to secure specifics business and/or support department events for the following, but not limited to:

- ambulance/EMT
- catering
- decorator services
- electric service
- fire and security personnel
- parking/valet service
- printing
- promotional items
- proof of liability insurance
- registration
- signage
- sound system and lighting
- space/site rental
- speakers and entertainment
- tent rental
- transportation
- travel & hotel arrangements
- university caps and gowns
1.2 **Background information**
The Statewide Contract for these services was covered under PRF26, which expired on December 31, 2008 and rebid under PRF41, Event Planning. Other services covered under PRF26 were divided into separate statewide solicitations, of which this was one. The other solicitations were: Promotional Incentives (PRF36) and Marketing and Advertising -Design and Development Services (Under $5M annual) (PRF33) procurement that took place in the summer / autumn of 2008.

1.3 **Number of awards**
The target maximum number of Contractors was twelve (12). This was the target number; the PMT considered under the first posting of this Statewide Contract; however, additional awards were to be considered if it was in the best interests of the Commonwealth to do so. Some Vendors under this contract will be able to work in any part of the State while others might receive regional awards. The Commonwealth encourages small companies that specialize in certain aspects of Event Planning to participate as well as large companies that cover multiple aspects of Event Planning.

1.4 **Adding Contractors after initial Statewide Contract award**
If, over the life of the Contract, the PMT determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Solicitation but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional bids.

1.5 **Acquisition Method(s)**
The acquisition method to acquire services from this Solicitation is Fee for Service.

1.6 **Contract Duration**
The initial term of this Contract is for three (3) years. In addition, this Contract has one (1) option to renew for nine (9) months with a maximum Contract term of 45 months.

1.7 **Performance and payment time frames which exceed Contract duration**
All engagements 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 only for a maximum time of one year (twelve calendar months) beyond the final termination date of this Statewide Contract. No new engagements for services under this Statewide Contract may be executed after the final termination date of this Contract.

1.8 **Basis for estimated dollar value for this Statewide Contract (including all options to renew)**
The “Estimated Value (US$)” for this Solicitation of $10,000,000 of annual spending was based on reviews of spending on contract PRF26 for Event Planning services, and research conducted of expenditures in similar areas. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Solicitation. Any estimates or past procurement volumes referenced in this Solicitation are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
## ESTIMATED PROCUREMENT CALENDAR

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation: Initial Announcement of Intent to Procure</td>
<td>9/29/08</td>
</tr>
<tr>
<td>Solicitation: Release Date</td>
<td>2/11/09</td>
</tr>
<tr>
<td>Bidders’ Conference at OSD, One Ashburton Place Room 1017; Boston.</td>
<td>3/03/09</td>
</tr>
<tr>
<td>Online Bidder Training at OSD, One Ashburton Place Room 1017, Boston.</td>
<td>3/03/09</td>
</tr>
<tr>
<td>Forum: Deadline for submission of written questions online</td>
<td>3/6/09 at 10:00 am</td>
</tr>
<tr>
<td>Forum: Official answers published (Estimated) online</td>
<td>3/9/09</td>
</tr>
<tr>
<td>Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the “Amendment Deadline” on Comm-PASS).</td>
<td>3/18/09</td>
</tr>
<tr>
<td>Solicitation: Close Date / Submission Deadline</td>
<td>3/26/09 at 3:00 pm</td>
</tr>
<tr>
<td>Best and Final Offers Requested</td>
<td>4/01/09</td>
</tr>
<tr>
<td>Best and Final Offers (BAFO) Due Date</td>
<td>4/08/09</td>
</tr>
<tr>
<td>Oral Presentations for Selected Bidders</td>
<td>4/09/09</td>
</tr>
<tr>
<td>Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated)</td>
<td>4/16/09</td>
</tr>
<tr>
<td>“Wet Ink” Signatures are to be on file by:</td>
<td>4/30/09</td>
</tr>
<tr>
<td>Contract: Estimated Contract Start Date</td>
<td>5/12/09</td>
</tr>
</tbody>
</table>

Times are Eastern Standard/Daylight Savings (US), as applicable. If there is a conflict between the dates in this Procurement Calendar and dates on the Solicitation’s Summary tab or Forum pages, the dates on the Solicitation’s Summary tab or Forum pages on Comm-PASS shall prevail. Any changes in the Estimated Procurement Calendar which are made after the RFR has been published will not result in amendments to the Estimated Procurement Calendar. Such changes will appear only on the Solicitation’s Summary tab and/or related Forum pages on Comm-PASS. Bidders are responsible for checking the Solicitation’s Summary tab and related Forum pages on Comm-PASS for Procurement Calendar updates.

### 2.1 Written questions via the Online Bidders’ Forum

The Bidders’ Forum or Online Forum is the opportunity for Bidders to ask written questions and receive written answers from the Procurement Management Team (PMT) regarding this
Solicitation. All Bidders’ questions must be submitted through the Bidders’ Forum found on Comm-PASS (See “Locating an Online Bidders’ Forum,” below). Questions may be asked only between the “QA Start” and “QA End” dates, when the “Ask a Question” link (located in the right-hand corner above the Forum’s “Question/Answer” tab) is available.

Please note that any questions submitted to the PMT using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder’s question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are immediately accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder’s company or other companies. The PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Solicitation.

Only written response(s) posted on a Bidders’ Forum which has been “finalized” will be binding on the Commonwealth. The last entry in a Forum’s Summary tab indicates whether answers are final.

2.2 Locating an Online Bidders’ Forum

• Go to www.comm-pass.com.

• Select the “FORUMS” tab from the main navigation bar.

• Select the “Search for Bidders’ forum” link.

• Enter the Document Number appearing on the front of this document in the “Referenced Solicitation Number” field.

• Select the “Search” Button.

• Select the search results link appearing at the top of the Search page.

• Select the view icon (eyeglasses) to access the Forum. There may be more than one Bidders’ Forum for a Solicitation.

2.3 Physical Bidders’ Conference (in person)

The Bidders’ Conference is the physical conference conducted by the PMT for the purpose of informing prospective Bidders about general Solicitation information and answering questions from prospective Bidders. Attendance is strongly suggested. Please refer to the Forum for any updated information, including the location, time and date of the Bidders’ Conference.

2.4 Oral Presentations/Product Demonstrations (If the PMT determines this is necessary)

Selected Bidders who are asked to participate in Oral Presentations / Product Demonstrations will be expected to prioritize this in their schedules. The PMT will make every effort to find a mutually convenient time for the Bidder and the PMT. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points or other action that the PMT deems appropriate.

2.5 Debriefing

The PMT will conduct debriefings for unsuccessful Bidders, if requested within 14 calendar days of Contract awards being posted on Comm-PASS. The PMT will provide debriefing guidelines in advance of each debriefing.
3 SPECIFICATIONS

3.1 Bidder Qualifications

Bidders are considered qualified if they have been in the event planning business for thirty-six (36) months preceding the date of submission and meet the following:

- Being staffed with employees to support event planning and events involving social marketing, vendor/exhibitor functions, and fundraising.
- Identifying prior experience in performing event planning and the role that individuals had in the process.
- Identifying the size of the events previously handled by the number of attendees, exhibitors (if any) and their role in registration.
- Indicating the area of service in the event planning industry and geographic area of prior involvement.

3.1.1 Company certifications and affiliations

Bidders must indicate their certification in event planning if any and professional affiliations that are related to event planning. The Certification and Affiliations Response section is limited to one (1) side of a standard 8½ x 11 page, other than the copies of the requested documents to be submitted separately. Ten (10) pt. font is suggested. If the response to this section exceeds this limit, documentation exceeding this limit will not be evaluated.

3.1.1.1 Bidders must provide a copy of its Registration with the Secretary of State either of the Commonwealth of Massachusetts or the State in which the entity is organized.

3.1.1.2 Bidders must disclose in writing all actual, potential or perceived conflicts of interest relating to this request. If none are disclosed, the Bidder affirms none exist by submitting a response to this solicitation.

3.1.2 Company experience

3.1.2.1 Business Resume - The Business Resume section is to be submitted on standard 8½ x 11 page. Ten (10) pt. font is suggested. No more than two (2) double sided pages. Include information on the Contract Manager and individuals that work with events—with the following information, as appropriate:

a. Business experience and years in Event Planning.

b. Academic degree(s) of individual, institution granting degree, date degree conferred.

c. Specific negotiation experience with contracts for event planning services.

d. The events they have handled the dates and the number of exhibitors and attendees for each event they handled.

e. Event venues: location, square feet utilized, city, and state.

f. Their involvement in coordinating attendee and exhibitor registration on show day.

g. Their involvement in coordinating pre-event attendee and exhibitor registration with the preparation of name badges. Please identify any special software program employed in this process.

3.1.2.2 Firm profile - Provide a brief firm profile outlining the Bidder's overall operations, related to providing Event Planning Services. No more than one (1) page.

3.1.2.3 Briefly define the scope of services performed during your years in business. Bidder should give up to three (3) examples of landmark work in this section. State the number of contractual agreements that the Bidder currently has in place, as well as in the last twelve (12) months. No more than two (2) double sided pages.
3.1.2.4 Staff - Bidders must identify their full time staff by title and applicable rate structure for projects that would be covered under any contract(s) resulting from this solicitation. Having adequate staff or access to staff:
  - for coordinating exhibitor booth sales through emails and/or phone calls,
  - to solicit advertisers in support of an event,
  - for supporting the development of a Program Book,
  - to conduct marketing phone calls.
  - to source elements that support an event e.g. Entertainment, speakers decorating services.
  - to coordinate event function through site manager
  - to organize and coordinate rental logistics
  - to act as liaison to implement fundraising events.
  - for post-event survey distribution and analysis to both exhibitors and attendees

3.1.3 Financial stability including bankruptcy, litigation and contract defaults
The Financial disclosure section is limited to one-half (½) of one side of a standard 8½ x 11 page. Ten (10) pt. font is suggested. If the response to this section exceeds this limit, documentation exceeding this limit will not be evaluated.

3.1.3.1 State your total annual gross revenue for each of the last three (3) calendar years; 2005, 2006, and 2007.

3.1.3.2 State if there is any past or pending legal actions including contract defaults, litigation and bankruptcy, and / or any purposeful business name change due to contract defaults, litigation or bankruptcy. The past is defined here as since December 2000.

3.1.3.3 Bidder must include a current credit report issued by a credit reporting authority, e.g. Dunn & Bradstreet. The credit report must be dated no earlier than July 1, 2005. The sections evaluated in the credit reports will be: 1) Company Overview; 2) Commercial Credit Analysis; 3) Credit Score; 4) Credit; and 5) Special Events. If Bidder does not have a credit report, it can also submit Reviewed Financial Statements by an independent accountant (CPA or PA) in accordance with Statements on Standards for Accounting and Review Services (SSARS) established by the AICPA. The sections evaluated in the financial statements will be: 1) Balance sheet; 2) Income statement; 3) Statement of retained earnings; and 4) Statement of cash flows. The reports and statements will be held as confidential and proprietary but will not be returned. The Bidder will be scored based on the strength of the report.

3.1.4 References and reference information and/or requirements
The Business References are to be submitted directly to the PMT directly from the business references chosen by the Bidder in paper format.

3.1.4.1 Independent Business References: These references are required as part of this RFR. The PMT is providing a form on the same Comm-PASS location as this RFR for each Bidder to send to potential business references. This is the only form that shall be used. All business references must be submitted directly from the business reference to the PMT. The first three (3) business references received on behalf of each Bidder will be evaluated. The PMT shall not consider any business references beyond these first three (3). Independent Business References are required to be recipients of Bidder business services with whom there is a standing business relationship of one year or greater duration. THREE written references are to be supplied to the PMT under separate cover by the RFR due date specified in the Procurement Calendar and on Comm-PASS.

3.2 Environmental Specifications

3.2.1 Environmental plan
Bidders must comply with the following environmental specifications wherever the specifications are appropriate to the operations that Bidder is providing under the awarded contract PRF41:
• Any Bidder designing, producing and/or offering printed materials must specify the use of recycled paper with a minimum of 30% post-consumer recycled content for uncoated stocks and a minimum of 10% post-consumer recycled content for coated stocks. All printed materials must bear a standard recycled logo and/or the words “Printed on Recycled Paper.” Any printed materials must be designed in a way that would use paper efficiently and minimize paper waste in the printing and other production operations.

• As an alternative to printing and mailing, all Bidders must maximize the use of electronic means of information delivery (e.g. websites, email, electronic file transfer protocol (FTP) applications, CD-ROM, etc.).

• Bidders must consider the environmental impacts of conducting such events and use best practices for “greening meetings and conferences” wherever possible. (See the EPA website for general guidelines at http://www.epa.gov/epaoswer/non-hw/reduce/grn-mtgs/index.htm)

• Bidders must agree to source promotional items made with post-consumer recycled materials and other types of environmentally preferable materials.

3.3 Compensation Structure/Pricing

3.3.1 Cost tables
Compensation will be based solely on the cost tables supplied by the Bidder and accepted by the PMT. Compensation will be based on these cost tables.

3.3.1.1 Bidders must submit the maximum rate for the individuals that would be engaged for services. Bidders must provide the maximum per hour rate for the titles and/or job functions listed in Attachment A. If a Contractor does not operate its business with the personnel listed on Attachment A, please provide the hourly rate of the person who will be performing such functions using the information we have given you. Rates for any and all services under this contract must be negotiated at or below the maximum per hour rate under the service category that most appropriately defines the services rendered. Agreed upon rates per hour, as negotiated under the contract, must be stated in the Statement of Work. If your event is based on a price-by-event size with a price-per-attendee please note that information on Attachment B.

3.3.1.2 Eligible Entities and Statewide Contractors may negotiate a lower hourly bill rate for any assignment, but may not negotiate an hourly bill rate higher than accepted for that Contractor for that region and/or event.

3.3.1.3 Expenses--All other expenses including, but not limited to, travel must be included in the Bidder’s costs submitted above. These costs will be the responsibility of the Contractor and the Contractor will not be reimbursed separately for these costs.

3.3.1.4 Prompt Pay Discounts (PPD)
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 for Prompt Payment Discount unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.
3.4 Affirmative Market Program (AMP) Plan
Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed AMP Plan Form as part of their Response for evaluation. It is required that Affirmative Market Program participation accounts for no less than 10% of the total points in the evaluation.

The PMT requires Bidders to make a significant commitment to partner with certified Minority / and Women / Owned Businesses in order to be awarded a Contract. A SOMWBA-certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company. In addition, a narrative statement can be included to supplement the AMP Plan Form providing further details of the AMP commitments. The submission of this narrative statement does not replace the requirement of the AMP Plan Form. Bidders must submit one form for each M/WBE AMP Relationship. Please note that no Bidder will be awarded a Contract unless and until they agree to commit to at least one (1) of following three (3) AMP Components selected by the PMT:

3.4.1 Subcontracting:
If Bidder commits to Subcontracting in their AMP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with a SOMWBA-certified company or a company that has applied for certification. Although this is only one of several options to meet the requirements for participation in the Affirmative Market Program, Bidder’s submission of subcontracting commitments may be weighted most heavily. The PMT will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder’s bid package.

3.4.2 Growth and Development:
If a Bidder commits to Growth and Development in their AMP plan, then they must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SOMWBA certified companies.

3.4.3 Ancillary Uses of Certified M/WBE Firm(s):
If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) (or companies that have applied for certification) in their AMP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, must be included on the AMP Plan Form.

Once an AMP Plan is submitted, negotiated and approved, the PMT will then monitor the Contractor’s performance.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: http://www.mass.gov/Aosd/docs/mwbe/AMP Resources and Guidance.doc.

3.5 Participation in the annual OSD marketing events (STAR and EPP Vendor Fairs)
OSD hosts two annual marketing and training events to educate public purchasers on the commodities and services available on Statewide Contracts, to highlight innovative Environmentally Preferable Products and to provide marketing and networking opportunities to the business community:

- The Statewide Training And Resource (STAR) Exposition takes place in the Spring (April or May) of each year, and
- The Environmentally Preferable Products (EPP) Vendor Fair and Conference is conducted in the Fall (October or early November).
Both events are well attended by public purchasers representing all Commonwealth agencies, cities and towns across the Commonwealth, independent authorities, higher education and eligible not for profit human and social service organizations. These events provide exceptional opportunities for Statewide Contractors to market directly to thousands of attendees. OSD believes that these events have significant marketing value and are extremely cost effective.

The one-day STAR event is held in Boston and only Statewide Contractors may be exhibitors. The cost to exhibit is approximately $1,000. OSD believes that the STAR event is important because it provides public purchasers with an opportunity to meet over 300 Statewide Contractors at one event and receive important information on new products, services and technologies. Also, it provides Statewide Contractors with the opportunity to make and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

The one-day EPP Vendor Fair and Conference event is held in Worcester at the DCU Center. The target audience is the same as STAR but with a focus on EPPs (e.g. products made with recycled content, or those able to save energy, conserve water or other resources, reduce waste, etc.). The exhibitors are both Statewide Contractors and businesses that offer EPPs and seek to do more business with the Commonwealth. The estimated cost to exhibit is $600. The key benefits include the opportunity for EPP vendors to showcase their companies and environmentally friendly products/services to over 1000 attendees, and to make contacts with a host of facility and environmental managers. The PMT reserves the right to determine if a particular awarded Contractor will be considered an EPP Vendor.

Please note that participation in these events is not required and no points will be awarded to those Bidders who commit to participate in these events. However, Bidders who indicate their willingness to participate in the STAR event and/or the EPP event in their RFR Response will be required to honor their commitments for the duration of their Contract, if awarded a Contract.

3.6 Requirements for Doing Business After a Contract Has Been Awarded
The requirements below are specific to the Statewide Contract, if any, awarded as a result of this Solicitation. Awarded Bidders (Contractors) must also comply with the requirements stated in Terms and Requirements Pertaining to Awarded Statewide Contracts.

3.6.1 Minimum amount of business with this Contract
If no sales occurred for a Vendor during the term of the Contract, the Contract Manager has the option of not renewing the Vendor if this Contract was to be extended.

3.6.2 Restrictions on Statewide Contract use or identification of similar Statewide Contracts
PRF41 – Event Planning Services is not intended to replace existing contracts that have a specific area of product/services, for example PRF36 – Promotional Items, or GRO21A – Catering Services.

3.6.3 Contract Management (Contractor’s interface with Commonwealth’s Contract Manager)
3.6.3.1 All Statewide Contract questions must be directed to the Commonwealth Contract Manager.
3.6.3.2 Timely response to requests from departments in addressing contract needs.
3.6.3.3 Meetings scheduled by a department for the purpose of identifying, clarifying or revisiting projects or complaints must be handled in a timely manner.
3.6.3.4 Contractors are required to have up-to-date and current electronic price lists that are transparent in identifying:
   3.6.3.4.1 Applicable net prices and/or discounts to departments for contract services.
   3.6.3.4.2 Websites for each contractor supporting and referencing this Contract.
3.6.3.5 Change notification
   Changes to the Contractor’s contact information, company name, legal address, payment address, tax identification number, authorized signatories, SOMWBA-certification status, or
EFT information must be promptly reported via email to the Commonwealth Contract Manager. In some cases additional paperwork will be required to effect the change.

3.6.3.6 Report requirements & due dates

3.6.3.6.1 Report Templates will be published on Comm-PASS
3.6.3.6.2 Affirmative Market Program expenditure reports are to be submitted with the Quarterly Reports.

3.6.3.6.3 Quarterly Reports cover the following dates:
- 1st Quarter: January 1 to March 31, due date April 15
- 2nd Quarter: April 1 to June 30, due date July 15
- 3rd Quarter: July 1 to September 30, due date October 15
- 4th Quarter: October 1 to December 31, due date January 15

3.6.3.7 Identification and approval of subcontractors & joint ventures (see Subcontracting Policies and the Commonwealth Terms and Conditions)

3.6.4 Orders (Contractor's Interface with Commonwealth Agencies)

3.6.4.1 Request For Quotes
It is highly suggested that Commonwealth Agencies obtain quotes from at least three (3) Statewide Contractors prior to issuing an order.

3.6.5 Alternatives
Contractors may propose alternatives for equivalent, better or more cost effective performance than specified under the Contractor’s original Response at any time during the life of the Statewide Contract.

4 EVALUATION CRITERIA
Bidder scores will be used to rank Bidders and will determine their scores in the specification technical section of the evaluation process. PMT is taking into consideration that vendors that belong to professional organizations and have certifications in event planning services should be able to provide the Commonwealth with additional services, savings, and opportunities. The evaluation components will include 1) business resume; 2) business references; 3) cost tables; 4) regional scores; 5) statewide scores; 6) industry affiliations; 7) professional certifications; 8) Convention and Visitor's Bureaus (CVB's) membership; 9) financial stability; 10) landmark work; 11) Affirmative Market Program; 12) and environmental specifications.

4.1.1 Mandatory requirements
Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the PMT. The PMT reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.
Solicitation sections that include terms such as: “must”, “shall”, “will” and “required” are “mandatory.” Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

4.1.2 Desirable specifications
Desirable specifications will be scored according to the Evaluation Criteria. RFR specifications prefaced with language such as: “desirable”, “could,” “can,” “should,” “preferably,” “prefers,” “suggested,” and “requested” identify a desirable or discretionary item or factor that is considered by the issuer to be “desirable.” The issuer has listed all desirable specifications which will receive points in the evaluation criteria.

4.1.3 Alternatives
A Response which fails to meet any material term or condition of the Solicitation, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Responses proposing alternatives which provide equivalent, better or more cost effective performance than
achievable under the stated Solicitation specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the Contract. The Response should describe how any alternative achieves substantially equivalent or better performance to that of the Solicitation specifications.

The PMT will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Solicitation is to provide the best value of commodities and/or services to achieve the goals of the procurement.

5 HOW TO SUBMIT A BID RESPONSE

All Bidders may begin creating and compiling response materials as soon as the Solicitation containing files on the Forms & Terms tab and the Specifications tab is in an OPEN Document Status. When submitting response materials prior to the Solicitation Close Date, the ability to upload documents is only available to active SmartBid account holders after the Solicitation Amendment Deadline has passed. Once the Solicitation Close Date and Time has passed, interested Bidders will be unable to submit a Response online.

5.1 Bid Response Method

Online Bid Submission via SmartBid is required to eliminate direct and indirect costs associated with the production, delivery/receipt, storage and management of traditional paper bids incurred by Bidders, the Operational Services Division, and the Commonwealth of Massachusetts. Bids submitted via the SmartBid tools also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Bidders must submit Responses online using tools available to Comm-PASS SmartBid Subscribers only.

Comm-PASS SmartBid requires an annual subscription. To subscribe, go to www.comm-pass.com. Complete the SmartBid subscription process by selecting the JOIN tab from the main navigation bar to review subscription benefits, submit payment by credit card, and create a custom account.

Bidders who wish to claim financial hardship in relation to the $275 annual subscription fee must email the Procurement Team Leader identified on the Solicitation’s Issuer tab at least four business days prior to the Solicitation Close Date. This email must include the Bidder’s gross annual income during the Bidder’s most recently completed fiscal year and the reasons why the $275 subscription fee would represent a hardship. Financial hardship claims will not be considered for Bidders whose gross annual income is $100,000 or more. If the email is not acknowledged within one business day, it is the Bidder’s responsibility to contact the Comm-PASS Helpline (1-888-627-8283). The Procurement Management Team may request additional information to make a determination regarding financial hardship. Bidders who have not claimed financial hardship at least four business days prior to the Solicitation Close Date, or whose claim has been denied, must pay to subscribe in order to submit a Response. It is the Bidder’s responsibility to manage and maintain their subscription account. All Bidders who are awarded a contract resulting from this RFR, if any, will be required to maintain a paid, active subscription account during the duration of the Contract.

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in the Procurement Calendar. Bidders must also check the Bidders’ Forum and Solicitation Summary, where any updates to the training schedule will be posted.

5.3 SmartBid Support

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

Website: Go to www.mass.gov/osd and select the Comm-PASS Resource Center link offered within the Conduct a Procurement menu.
Email: Send inquiries to the Comm-PASS Helpdesk at comm-pass@state.ma.us

Telephone: Call the Comm-PASS Helpline at 1-888-MA-STATE (1-888-627-8283). The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

Bidders are advised that Comm-PASS will be unavailable during regularly scheduled maintenance hours as displayed under the “Comm-PASS System Availability” link offered at the bottom of any Comm-PASS page.

5.4 Bid Response Deadline
All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed on the Solicitation’s Summary page within the Close Date field. Times are Eastern Standard/Daylight Savings (US), as applicable. All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder’s local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via SmartBid are time stamped by the Comm-PASS system clock which is considered the official time of record.

5.5 Bid Package
Bidders submitting via SmartBid must name their Response by entering <BidderName_RFR PRF41_EventPlanningServices> in the Response Nick Name field in Step 3 of the submission wizard.

5.6 Bid Response Contents
Bidders must comply with the requirements below.

5.6.1 RFR Submission Checklist
Procurement Management Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. To help reduce this occurrence, Bidders must complete and submit the RFR Submission Checklist and all documents referenced in the Checklist. By submitting the RFR Submission Checklist with a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation’s related Forum, if any.

5.7 Bid Response Materials

5.7.1 Electronic Signatures
Bids submitted via SmartBid must be signed electronically by the Bidder or the Bidder’s Agent by selecting the Agree to All link in Step 2 of the Online Submission wizard. By selecting “Next Step” on the “Forms & Terms” tab after acknowledging all of the forms on that tab, the submitter attests that s/he is an agent of the Bidder with authority to sign on the Bidder’s behalf, and that s/he has read and assented to each document’s terms.

5.7.2 Ink Signatures
Original ink signatures are required only after contracts have been awarded. The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:
- Standard Contract Form
- Commonwealth Terms and Conditions
- Contractor Authorized Signatory Listing
- Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form).

Successful Bidders who signed these forms electronically via SmartBid online submission tools must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have
previous contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and 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 with original ink signatures must be submitted for each new contract with the Commonwealth.

5.8 Limits and Restrictions

5.8.1 Document Pages
The PMT has set page limits for some parts of the submission. If the response section submitted where a limit has been imposed should exceed the requested limit, documentation exceeding this limit will not be evaluated.

5.8.2 File Naming Conventions
Files submitted via SmartBid 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.

<table>
<thead>
<tr>
<th>RFR Section or Response Component</th>
<th>Description Enter in SmartBid during upload</th>
<th>File Name Assign when creating files</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFR Checklist</td>
<td>Company Name_RFR Checklist</td>
<td>CompanyName_PRF41_Checklist</td>
</tr>
<tr>
<td>Vendor Qualification Form</td>
<td>Company Name_Vendor Qualification Form</td>
<td>CompanyName_Qualification</td>
</tr>
<tr>
<td>Price Response Sheet</td>
<td>Company Name_Price Response Sheet</td>
<td>CompanyName_PriceSheet</td>
</tr>
<tr>
<td>Prompt Payment Discount Form</td>
<td>Company Name_Prompt Payment Discount Form</td>
<td>CompanyName_PPD</td>
</tr>
<tr>
<td>Additional Environmental</td>
<td>Company Name_Additional Environmental</td>
<td>CompanyName_EPP</td>
</tr>
<tr>
<td>Preferable Products/Practices</td>
<td>Preferable Products/Practices</td>
<td></td>
</tr>
<tr>
<td>Business Reference Form</td>
<td>Company Name_Business Reference Form</td>
<td>CompanyName_BusinessRef</td>
</tr>
<tr>
<td>Affirmative Market Plan Form</td>
<td>Company Name_Affirmative Market Plan Form</td>
<td>CompanyName_AMPPlan</td>
</tr>
</tbody>
</table>

5.8.3 File Size Limits
The SmartBid file upload system is set to limit the size of any single file to 10MB or less. If a single file attachment approaches or exceeds 10MB, the Bidder must save the contents as multiple files and label each accordingly. Bidders should note that transmission over the Internet can change the apparent file size of the document. If a large file smaller than 10MB is rejected, Bidders must break up the file as described above. Note the naming convention used above which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc.

5.8.4 Duplicate File Names Not Accepted
Once a file has been submitted, Comm-PASS will not accept another file with the same name. This is the case even with files that are modified or have been withdrawn. If it is necessary to resubmit a file, add an underscore and numeric suffix to the company name, for example, CompanyName_2_FootCat.

5.8.5 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 81/2” x 11” paper, unless otherwise
specified. Forms provided for the Bidder to complete, with the exception of the standard Forms located on the Solicitation’s Forms & Terms tab, must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

5.8.6 **Documents and items that cannot be submitted electronically**
Documents and items that cannot be submitted electronically, like confidential business references submitted by the reference, or requests for material samples, respectively, must be submitted to the address of the contact listed in the Issuer(s) tab on Comm-PASS in accordance with all of the Bid submission requirements including Bid Response Deadline, Bid Package and Environmental Response Submission Compliance provisions.

5.9 **Withdrawing a Response**

5.9.1 **Prior to Close Date**
Bids may be withdrawn using the Withdraw icon offered on the subscriber’s Response Desktop.

5.9.2 **After Close Date**
No Bid can be withdrawn after the Close Date. If the Bidder wants to remove a Response from consideration, contact the Procurement Team Leader for guidance.

6 **GENERAL PROCUREMENT INFORMATION**

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

6.2 **Bidder’s Contact Information**
It is the Bidder’s responsibility to monitor the email address provided in the Solicitation for the Bidder’s contact person. The PMT may need to contact the Bidder’s contact person with clarification requests or for other reasons. The PMT 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 PMT to be lost or rejected by any means including email or spam filtering.

6.3 **Comm-Pass SmartBid Subscription**
As specified in the RFR Section entitled Bid Response Method, Bidders must have or activate a SmartBid account in order to submit a Response. A SmartBid subscription also provides value added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, subscribers who login to SmartBid access:

- A secure desktop with Items I’m Tracking tools for efficient record management
- A customizable profile reflecting the subscriber’s product/service areas of interest
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- A custom listing in the public Business Directory, an online “yellow-pages” advertisement

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6.4 **Costs**
Costs which are not specifically identified in the Bidder’s Response, and accepted by the PMT as part of a Statewide Contract, will not be compensated under any Statewide Contract or engagement awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.
6.5 Electronic Funds Transfer (EFT)
All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the Comptroller’s VendorWeb site located at: https://massfinance.state.ma.us/VendorWeb/vendor.asp. The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its Response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the Bidder.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the “Authorization for Electronic Funds Payment Form” to the PMT for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. A link to the EFT application can be found on the Comptroller’s VendorWeb site (see above link). 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.

6.6 Ownership of Submitted Responses
OSD and the PMT shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder’s Response, whether or not the Response is selected for Contract award.

Responses stored on Comm-PASS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via their Comm-PASS SmartBid Online Response Desktop, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a back up.

6.7 Public Records Law
All Responses 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 Responses that are inconsistent with these statutes shall be disregarded.

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

6.9 System of Record
Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders’ Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules,
Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder’s responsibility to check Comm-PASS for:
- Any addenda or modifications to this Solicitation, by monitoring the “Last Change” field on the Solicitation’s Summary tab, and
- Any Bidders’ Forum records related to this Solicitation (see Locating an Online Bidders’ Forum for information on locating these records).

6.10 Evaluation – Best Value Selection and Negotiation
The PMT may select the Response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The PMT and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder’s Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder’s original Response.

6.11 Terms and Requirements Pertaining to Awarded Statewide Contracts
6.11.1 Comm-PASS SmartBid subscription
Contractors must maintain a Comm-PASS SmartBid subscriber account, which is payable by credit card and managed by the Subscriber online at www.Comm-PASS.com. The annual Comm-PASS SmartBid subscription fee is currently $275 per email address. The fee was established with the approval of the Executive Office for Administration and Finance and is subject to change, if necessary. The Comm-PASS Subscription fee is utilized solely for the operation, maintenance and development of Comm-PASS.

6.11.2 Commonwealth Tax Exemption
Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

6.11.3 Contractor’s Contact Information
It is the Contractor’s responsibility to keep the Contractor’s Contract Manager information current. If this information changes, the Contractor must notify the PTL by email immediately, using the address located on the Contract’s “Issuer(s)” tab in the “Contact Information” section.

The PMT 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 PMT to be lost or rejected by any means including email or spam filtering.

6.11.4 Pricing
The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Statewide Contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Statewide Contract period in the absence of proprietary information being part of such contracts.

Compliance with this clause shall not be interpreted to require that a Contractor, prior to or over the course of providing goods or services, must conduct company-wide inquiry to ensure that no other customer of similar size and similar terms and conditions is receiving a lower price for the same commodity and service.
Compliance can be achieved in one of two ways:

1. If a single Contractor Contract Manager is aware based on his/her own knowledge (without conducting any surveys) of an instance in which another customer within the United States of similar size and terms is receiving the same commodity and/or service, it is the Contractor Contract Manager’s responsibility to ensure that the other customer is not receiving a lower price, and to offer the same price to the Commonwealth if this is the case. If the Contractor Contract Manager is not certain as to whether the other customer is sufficiently "similar" or the commodity/service is sufficiently "the same" so as to trigger the Pricing clause, the Contractor Contract Manager must contact the Commonwealth Contract Manager for guidance.

2. If OSD learns of an instance in which another customer of apparently similar size and terms is receiving apparently the same commodity/service at a lower price, the Commonwealth Contract Manager will so advise the Contractor Contract Manager. The Contractor Contract Manager must then either demonstrate to the satisfaction of the Commonwealth Contract Manager that the other customer is NOT similar, and/or that the commodity/service is NOT the same, or the Contractor Contract Manager must lower the price to the Commonwealth.

In addition, 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 Procurement Team Leader (PTL) 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 PTL reserves the right to approve all price adjustments.

6.11.5 Publicity
Any Statewide Contractor awarded 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 PMT.

6.11.6 Save Smart Program ($ave $mart)
The OSD $ave$mart Program is a partnership between OSD and Statewide Contract Vendors. The purpose of the program is to create additional cost savings and opportunities for all Eligible Entities utilizing Statewide Contracts. These opportunities could be in the form of reduction in cost for a limited time, free training opportunities, and other offerings.

Contractors should notify the Commonwealth Contract Manager of any price reductions they are willing to provide, including those which are time- or quantity-limited, as a promotional or competitive strategy, an inventory reduction initiative, or for any other reason. If suitable, the cost savings will be showcased in the $ave $mart section of OSD’s website.
6.11.7 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 PMT reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to eligible entities.

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

7 INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS
Some of the forms listed below can be electronically signed by the Bidder, see Electronic Signatures. However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section entitled Ink Signatures: the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

7.1 Forms located on the Solicitation's Forms & Terms tab

7.1.1 Commonwealth Standard Contract Form
Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date.

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

Only those sections of the Contract form preceded by “→” should be completed by the Bidder. If the Bidder does not have a Vendor Code beginning with “VC,” or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date MUST be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

7.1.2 Commonwealth Terms and Conditions
Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date., or submit a copy of a previously executed, up-to-date copy of the form as directed below.

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

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

The company’s correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Verification of Taxation Reporting Information (W9).

7.1.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)
Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

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

7.1.4 Contractor Authorized Signatory Listing
Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date.
In the table entitled “Authorized Signatory Name” and “Title,” type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an “Authorized Signatory,” that person’s name must be included in the typed table.

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

The signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

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

Please note that in two places where the form says “in the presence of a notary,” this should be interpreted to mean “in the presence of a notary or corporate clerk/secretary.” Either a notary or corporate clerk/secretary can authenticate the form; only one is required.
Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

7.2 Forms located on the Solicitation’s Specifications tab

7.2.1 Affirmative Market Program Plan Form
Download this form and complete as directed below; include with online submission. Ink signature is not required. SOMWBA certifications or evidence of application must also be included in online submission.

The specific Affirmative Market Program (AMP) requirements for this procurement can be found earlier in this document. Bidder’s Affirmative Market Program Plan must include a copy of the SOMWBA certification of each Minority and Women Business Enterprise (M/WBE) company listed or proof of their application submitted for consideration. A certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company. This form is NOT the same as the SOMWBA certification of the Bidder’s company.

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

7.2.3 Prompt Payment Discount Form
Download this form and complete as directed below; include with online submission. Ink signature is not required.

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

Bidders having core disciplines in Event Planning Services must complete and submit this worksheet.

Bidders Name: ______________________________________________________________

Event Planning/Coordination Bidders are required to include their pricing and related discounts for the following items. Bidders are also requested to identify a discount or pricing structure related to catalogs that they employ in their business. Bidders employing a cost plus basis will be required to submit a copy of their cost invoice when billing the Commonwealth.

Bidders are to indicate their price for conducting the four events listed below. Other applicable pricing for services should be identified below the four examples.

<table>
<thead>
<tr>
<th>Item</th>
<th>Specifications and Services Required</th>
<th>Net Price</th>
</tr>
</thead>
</table>
| Private Event, four (4) days for 25 attendees | **Medical Monitoring Program:**  
  Location: Boston MA  
  Number of Sessions: 1 per year  
  The services required are:  
  - 1 ½ days in September (as early as possible and with 2 days preceding or following for another meeting)  
  - Invitations and RSVPs for participants  
  - Complete travel and accommodations (includes reimbursement for meals) for 13 participants from New England and New York  
  - Accommodations at a hotel or chain location that is noted for quality facilities, amenities, level of comfort and convenience to Boston attractions e.g. Faneuil Hall. Inquiries into government rates.  
  - Arrange for honoraria for 2 speakers  
  - The hotel/ facility must have meeting room  
  o food and beverage during day (continental breakfast, lunch, snack)  
  o A/V equipment  
  - Registration staff  
  - Vendor staff person to manage facility issues during training | |
| Public Event, one (1) day for up to 500 attendees | **Informational Session**  
  Locations: Pittsfield MA  
  Number of Attendees: 100-500  
  Length of Event: 1 day  
  The services required are:  
  - Coordinating site selection  
  - Securing Food & Beverage  
  - Interaction with event decorator  
  - Securing Guest Speaker (including any necessary accommodations)  
  - Exhibitor Solicitation Mailer and Registration  
  - Call Center for exhibitor and attendee inquiries | |

Continue…
| Private Event, one day for 2,000 people. | Vendor Conference  
Locations: Worcester and Boston, MA.  
Number of Sessions: 1 per year for 3 years  
The services required are:  
- Coordinating Worcester and Boston site selections  
- Securing Food & Beverage  
- Interaction with event decorator  
- Exhibitor Solicitation Mailer and Registration  
- Call Center for exhibitor and attendee inquiries  
- Developing and Coordinating of Invitations with Graphic Designer, Printer and Mail House  
- Registration Coordination, pre event  
- Registration and On-site Management, event day  
- Event exposure through selected print media  
- Email exposure of event  
- Workshop support  
- Coordination of advertising for Program Book  
- Program Book development, proofing and coordination with printer  
- Supporting for show staff during event  
- Developing final lists post-event. |
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>College Graduation/Commencement Ceremonies:</td>
<td>Continue…</td>
</tr>
</tbody>
</table>
| Locations: Throughout Massachusetts.  
Number of Events: 2 per year  
The services required are:  
- Decorating  
- Tent Rental  
- Rental of Chairs and Tables  
- Securing Food & Beverage  
- Cap and Gowns  
- Solicitation Mailer and Registration  
- Call Center for attendee inquiries  
- Developing and Coordinating of Invitations with Graphic Designer, Printer and Mail House  
- Registration Coordination, pre event  
- Registration and On-site Management, event day  
|
| | Event exposure through selected print media  
| | Email exposure of event  
| | Coordinating advertising for Program Book  
| | Program Book development, proofing and coordination with printer  
| | Support for show staff during event  
| | Developing of final lists post-event  
| | EMT/ Ambulance  
| | Police and Fire services  
| | Speakers and Entertainers  
| | Promotional Items and Give-aways  
| | Transportation  
| | Hotel accommodations  
| | Valet Service  
| | Recycling Centers  
| | Garbage Disposal |
8 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 Solicitation. Those definitions below designated with an asterisk (**) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency - For the purposes of this Solicitation, the terms “Agency,” “Eligible Entity,” “Department,” “Commonwealth Agency,” and “Contracting Department” include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Attendee Registration - Estimation or actual size of the audience, developed through a process that would allow for feasible "breakdowns" in a specific sort order.

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

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

Catering - Food and beverage served at an event identified by a list of menu options for the Department(s) to review, from the selected provider. This is handled by securing an up to date count of meals. Special dietary needs, if they are known, are required to be dealt with.

Commonwealth Contract Manager – See Procurement Manager.

Commonwealth Regions - For the purposes of this RFR, the Commonwealth Regiones are groupings of the Commonwealth counties. They are as follows:

- Region 1 – Berkshire, Franklin, Hampshire and Hampden Counties
- Region 2 – Worcester County
- Region 3 – Essex, Middlesex and Suffolk Counties
- Region 4 – Norfolk, Bristol, and Plymouth Counties
- Region 5 – Barnstable, Dukes, and Nantucket Counties
- Region 6 - Neighboring States and other geographic areas

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

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

Contractor 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 Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Deposit - The amount of money put down as an initial payment to reserve a location for an event.

Donations – Also known as In-kind Donations are obtained by an event planner and must be identified and tabulated for the value of the in-kind donations and listed in a spreadsheet. Also they must be recognized at the event in a printed format, PowerPoint presentation, program book, signage or through announcements.
**Exhibitor Registration** – Refers to the business or groups participating in an event, as well as the process used to gather their information.

**Eligible Entity** - For the purposes of this Solicitation, the terms “Eligible Entity,” “Agency,” “Department,” “Commonwealth Agency,” and “Contracting Department” include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

**Endorsements** - Recognition of the event or department by an outside entity through support and/or print.

**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 amount of toxic materials either disposed of or consumed.

**Evaluation** – The process, conducted by the Procurement Management Team, of reviewing, scoring and ranking the submitted bids/Responses related to this Solicitation.

**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.”

**Landmark Work** - The projects or events that a vendor has exceptionally completed and would like to present as an example of his/her work.

**Name Badges** - It is a piece of printed paper stock used to identify an individual attending an event. Name badges are printed in a prescribed manner as identified by department.

**Online Registration** - The process in which exhibitors/business/vendors can reserve space to exhibit at an event through the Internet. Also a means for attendees to pre-register to attend the event.

**Online Response** – The Bidder’s complete submission in response to a Solicitation, in other words, a “Bid” or “Proposal” done through the Internet and Comm-Pass submission.

**PMT** – See Procurement Management Team

**Press Release** - A written or recorded communication directed at a predefined audience for the purpose of communicating event information.

**Printing** - That which a department requires an event planner to reproduce or print to paper or such other surface that is requested by the department.

**Procurement Calendar** - Indicates the dates in which contract stages are taking place.

**Procurement Management Team (PMT)** - Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations evaluate Bids and award Statewide Contracts. The PMT also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Statewide Contract.

**Procurement Manager (PM)** - Procurement Manager is the OSD’s Commonwealth Contract Manager responsible for the Solicitation and resulting Statewide Contract.

**Proofs** – The final or preliminary review of all documents to be used at/or for an event must be presented to the department for signature by an authorized person representing the department or event management for approval.

**PM** – See Procurement Manager.
Purchasing Entity – Same as “Eligible Entity.”

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

Response – The Bidder’s complete submission in response to a Solicitation, in other words, a “Bid” or “Proposal.”

Signage - Involves information communicated on a printed surface: poster board, foamcor, banners or electronic display for use at an event offering directions, event information, pricing or other related information. ALL signage will be approved by the department with proofs developed before final versions are developed. For electronic medium a text will be conveyed to the department for approval.

Sponsorships – The support offered by a business/vendor/exhibitor with qualifications defined by department and/or event planner related to a fee. Sponsorship fees can be established with varying levels to be identified with an accounting of the related fees in a spreadsheet. It is suggested that all sponsorships be recognized at the events in a printed format, PowerPoint presentation, program book, signage or through announcements. Added exposure through websites and emails is also suggested.

Statement of Work - The written agreement that takes place between Vendors and a Department, in which details for the goods and services are specified. The Statement of Work (SOW) will further clarify and emphasize what is expected for a specific event.
RFR PRF41, Event Planning

Solicitation Closed March 26, 2009 at 3:00 PM with the following records indicated within Comm-PASS for online submissions:

1. AJD & Associates
2. Fortunato Consulting Group
3. Atent for rent, Inc
4. Kelly Chunn & Associates
5. The Williams Agency
<table>
<thead>
<tr>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation: Announcement of Intent to Procure (Boston Globe and COMMBUYs)</td>
</tr>
<tr>
<td>Solicitation: Release Date</td>
</tr>
<tr>
<td>Forum: Deadline for submission of written questions</td>
</tr>
<tr>
<td>Forum: Official answers published (Estimated)</td>
</tr>
<tr>
<td>Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the “Amendment Deadline” on COMMBUYs).</td>
</tr>
<tr>
<td>Solicitation: Close Date / Submission Deadline</td>
</tr>
<tr>
<td>Bid Award: Announcement to Winner via Phone and Email. Notification email to all other bidders</td>
</tr>
<tr>
<td>“Wet Ink” Signatures are to be on file by:</td>
</tr>
<tr>
<td>Contract: Estimated Contract Start Date</td>
</tr>
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<td>DATE</td>
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<tr>
<td>7/6/2015</td>
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<tr>
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<tr>
<td>9/15/2015</td>
</tr>
<tr>
<td>9/21/2015</td>
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<tr>
<td>10/1/2015</td>
</tr>
</tbody>
</table>
Reference Review Form for RFR- BHCEPS2015- Event Planning Services (to be completed by customer)

Bidder: ____________________________________________

Our business has had a business relationship with the company named above for Event Planning Services for a period of ___ years. When providing Event Planning Services to our firm, the following have been representative of our experience with the company listed above.

1. Bidder’s willingness and ability to provide contracted services - likeliness of your future use:

   Excellent      Good      Fair      Poor

2. Bidder’s willingness ethical approach, integrity, responsiveness and effectiveness in resolving problems / whether long-standing complaints:

   Excellent      Good      Fair      Poor

3. Bidder’s communication, leadership, thoroughness and the availability of key personnel:

   Excellent      Good      Fair      Poor

4. Bidder’s organizational approach to reporting, internal controls, use of staff, and meeting emergency needs:

   Excellent      Good      Fair      Poor

5. Including compliments and complaints on this business, your overall ranking is:

   Excellent      Good      Fair      Poor

Additional Comments________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
The complete evaluation of RFR PRF41 for Event Planning Services will be conducted by members of the Procurement Management Team (PMT) in accordance with criteria established within the RFR.

1. ALL bids are required to be submitted online in accordance with the due date and time of December 3, 2008 at 3:00 pm.

   The following vendor’s bids were received by alternative means:
   
   a. ________________________________________________  
   b. ________________________________________________  
   c. ________________________________________________  
   d. ________________________________________________  
   e. ________________________________________________

   **Only bids submitted online will be considered.**

2. All required forms identified within the RFR, Section 5. How To Submit a Bid Response requiring Electronic Signatures must be adhered to. Those forms requiring an Ink Signature are identified below and will be required for submission after contracts have been awarded:

   a. Standard Contract Form,  
   b. Commonwealth T & C,  
   c. Contractor Authorized Signatory Listing,  
   d. Request for Taxpayer Identification & Verification (Mass. Substitute W-9 form)

   Bidders who have previous contracts with the Commonwealth and have up-to-date, ink-signature versions of Commonwealth Terms & Conditions and W-9 Forms on file with the Office of the State Comptroller may submit copies of the signed forms.

   **BIDDERS NOT SUBMITTING THE ABOVE FORMS MAY BE DISQUALIFIED.**

3. Bidders must submit the RFR Checklist that summarizes files that are being submitted online as the Bidder’s response.
4. The PMT will issue points against the following:

<table>
<thead>
<tr>
<th>RFR Section Name and Section Number</th>
<th>Maximum Section Points</th>
<th>Maximum Point Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Qualifications Resume, §3.1</strong></td>
<td></td>
<td>35</td>
</tr>
<tr>
<td>• <strong>Contract Manager</strong> §3.1.2.1 experience in the Event Planning Industry:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Less than 3 years: <strong>0 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 3 years but less than 5 years: <strong>4 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 5 years and over: <strong>5 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• <strong>Key Personnel</strong> §3.1.2.1 experience in the Event Planning Industry:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Less than 3 years: <strong>0 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 3 years but less than 5 years: <strong>4 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 5 years and over: <strong>5 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• <strong>Firm Profile</strong> §3.1.2.2 Brief firm profile outlining the Bidder's overall operations, related to providing Event Planning Services, taking specific consideration to the last twelve (12) months in business:</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>o Less than 3 events in the last 12 months: <strong>0 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 3 events in the last 12 months (this is the minimum requirements) will receive <strong>4 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Over 3 events in the last 12 months will receive <strong>5 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• <strong>Years in Business</strong> §3.1.2.3</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>o Less than 3 years: <strong>0 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 3 years but less than 5 years: <strong>4 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 5 years and over: <strong>5 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• <strong>Landmark Work</strong> §3.1.2.3, will represent the projects or events that a Bidder has exceptionally completed in the last 3 years:</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>o No examples: <strong>0 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 1 example: <strong>1 point</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 2 example: <strong>3 points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o 3 example: <strong>5 points</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
• **Business References** §3.1.4, three (3) business references are required from customers with whom there is a standing business relationship of **one year** or greater duration.

  - Question 1. Bidder’s willingness and ability to provide contracted services - likeliness of your future use:
    Reference Letter #1
    Reference Letter #2
    Reference Letter #3

  - Question 2. Bidder’s willingness ethical approach, integrity, responsiveness and effectiveness in resolving problems / whether long-standing complaints:
    Reference Letter #1
    Reference Letter #2
    Reference Letter #3

  - Question 3. Bidder’s communication, leadership, thoroughness and the availability of key personnel:
    Reference Letter #1
    Reference Letter #2
    Reference Letter #3

  - Question 4. Bidder’s organizational approach to reporting, internal controls, use of staff, and meeting emergency needs:
    Reference Letter #1
    Reference Letter #2
    Reference Letter #3

  - Question 5. Including compliments and complaints on this business, your overall ranking is:
    Reference Letter #1
    Reference Letter #2
    Reference Letter #3

Business References values are averaged from three written references supplied to PMT under separate cover by RFR due date. Answers values are from one (1) to five; five (5) is the highest value and zero (0) the lowest value.

<table>
<thead>
<tr>
<th>Score below 10</th>
<th>0 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score between 10 and below 13</td>
<td>3 points</td>
</tr>
<tr>
<td>Score between 13 and below 15</td>
<td>4 points</td>
</tr>
<tr>
<td>Score between 15 and below 17</td>
<td>5 points</td>
</tr>
<tr>
<td>Score between 17 and below 19</td>
<td>6 points</td>
</tr>
<tr>
<td>Score between 19 and below 20</td>
<td>7 points</td>
</tr>
<tr>
<td>Score between 20 and below 22</td>
<td>8 points</td>
</tr>
<tr>
<td>Score between 22 and below 25</td>
<td>9 points</td>
</tr>
<tr>
<td>Score of 25</td>
<td>10 points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Reference Subtotal</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Certifications and Affiliations, §3.1.1 and §4

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional Certifications</strong>, points will be received for Bidders being Certified in Event Planning:</td>
<td>5</td>
</tr>
<tr>
<td>- No Certifications: 0 points</td>
<td></td>
</tr>
<tr>
<td>- 1 Certification: 3 points</td>
<td></td>
</tr>
<tr>
<td>- 2 or more Certifications: 5 points</td>
<td></td>
</tr>
<tr>
<td><strong>Industry Affiliations</strong>, points will be received for Bidders being Certified in Event Planning:</td>
<td>5</td>
</tr>
<tr>
<td>- No Affiliations: 0 points</td>
<td></td>
</tr>
<tr>
<td>- 1 Affiliation: 3 points</td>
<td></td>
</tr>
<tr>
<td>- 2 or more Affiliations: 5 points</td>
<td></td>
</tr>
<tr>
<td><strong>Convention &amp; Visitor’s Bureaus Membership</strong>, A membership in a CVB will receive maximum points.</td>
<td>5</td>
</tr>
<tr>
<td>- No CVB Membership: 0 points</td>
<td></td>
</tr>
<tr>
<td>- CVB Membership: 5 points</td>
<td></td>
</tr>
</tbody>
</table>

### Compensation Structure/Pricing § 3.3

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost Tables</strong> §3.3.1 Compensation/Pricing will be based solely on the maximum per hour rate under the cost tables supplied by the Bidder and accepted by the PMT.</td>
<td>15</td>
</tr>
<tr>
<td>- For Regional Business a Bidder agrees to conduct business in 1 region for 1 point</td>
<td></td>
</tr>
<tr>
<td>- For Regional Business a Bidder agrees to conduct business in 2 regions for 2 points</td>
<td></td>
</tr>
<tr>
<td>- For Regional Business a Bidder agrees to conduct business in more than 2 regions for 5 points</td>
<td></td>
</tr>
<tr>
<td><strong>OR</strong></td>
<td></td>
</tr>
<tr>
<td>- For Statewide Business a Bidder agrees to conduct business in all regions for 5 points</td>
<td></td>
</tr>
<tr>
<td><strong>Identify the maximum per hour rate for the following personnel from Attachment A:</strong></td>
<td></td>
</tr>
<tr>
<td>- President (Account Manager/Executive)</td>
<td></td>
</tr>
<tr>
<td>- Assistant Account Manager/Executive</td>
<td></td>
</tr>
<tr>
<td>- Material Production Manager</td>
<td></td>
</tr>
<tr>
<td>- IT Support Coordinator</td>
<td></td>
</tr>
<tr>
<td>- On-Site Support Coordinator</td>
<td></td>
</tr>
<tr>
<td>- Secretary/Direct Calling/Advertising Caller</td>
<td></td>
</tr>
<tr>
<td>- In-house Pre-Event Registration Manager/On-site Registration Person</td>
<td></td>
</tr>
<tr>
<td><strong>Maximum points are 10 for this section.</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Regions #</th>
<th>Hourly Rate</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Business without any personnel pricing = 0 points | 10 |
| 1 personnel categories = 2 points                |    |
| 2 personnel categories = 4 points                |    |
| 3 personnel categories = 6 points                |    |
| 4 personnel categories = 8 points                |    |
| 5 personnel categories = 10 points               |    |

### Financial Stability & Disclosures §3.1.3

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Gross Revenue</strong> §3.1.3.1, for each of the last 3 calendar years: 2005, 2006 and 2007. Bidders having specific Gross Revenue will receive points as follows:**</td>
<td>10</td>
</tr>
<tr>
<td>- Less than $10,000.00 = 1 point</td>
<td></td>
</tr>
<tr>
<td>- $10,000.00 up to but less than $100,000.00= 5 points</td>
<td></td>
</tr>
<tr>
<td>- $100,000.00 up to but less than $500,000.00= 8 points</td>
<td></td>
</tr>
<tr>
<td>- More than $500,000.00= 10 points</td>
<td></td>
</tr>
</tbody>
</table>

Continues…
Credit Report and Financial Statements §3.1.3.3. Bidder must include a current credit report issued by a credit reporting authority, e.g. Dunn & Bradstreet. The credit report must be dated no earlier than July 1, 2005. If Bidder does not have a credit report, it can also submitReviewed Financial Statements by an independent accountant (CPA or PA) in accordance with Statements on Standards for Accounting and Review Services (SSARS) established by the AICPA. The reports and statements will be held as confidential and proprietary but will not be returned. The Bidder will be scored based on the strength of the report:

For the Dunn and Bradstreet report use the following tools to evaluate a business, two (2) points are given to each category:

- **Company Overview**: provides a company's name, address, net worth, size and date of current management's control, as well as other valuable information. Rate the business Return on Sales as follows:
  - Upper Quartile = 2 points
  - Medium Quartile = 1 point
  - Lower Quartile = .5 point

- **Commercial Credit Analysis**: Highlights significant information that has had an impact on the score can include slow payment(s), overall financial strength and net worth, age of the business, and the presence of suit(s), lien(s), and/or judgment(s) in D&B files. Since the age of the business was already evaluated on Business Qualifications and Resume, this portion will be evaluated with the following criteria:

  **Net Worth**:
  - More than $500,000.00 = 1 point
  - More than $100,000.00 but less than $500,000.00 = .75 points
  - Less than $100,000.00 = .50 point

*Legal Issues*: Any presence of Legal Issues will result in reducing the score by 2 points.

- **D&B PAYDEX® Score**: Gives you an instant overview of how a firm pays its bills as reported to D&B. An industry D&B PAYDEX is also provided, when available, so that you can compare the company to other companies in its industry. Please rate the Score according to the risk factor:
  - Low Risk = 2 points
  - Medium Risk = 1 point
  - High Risk = 0 points

- **Credit**: Average high credit and highest credit granted (as reported to D&B) put your risk in size perspective. Please rate Credit as:
  - High Credit = 2 points
  - Medium Credit = 1 point
  - Lower Credit = .5 point

- **Special Events**: Identifies major changes or significant activities D&B recently learned of. This section can note situations such as fire or a burglary that may adversely affect a company, or situations like expansion plans, which may indicate an opportunity. This section requires subjective scoring.

  Or

  Continues…
For the Financial Statements report use the following tools to evaluate a business, two and half (2.5) points are given to each category:

- **Balance sheet**: also referred to as statement of financial position or condition, reports on a company's assets, liabilities, and net equity as of a given point in time. Rate Assets vs. Liabilities:
  - Total Assets are greater than the Total Liabilities = **2.5 points**
  - Total Assets equals the Total Liabilities = **1 point**
  - Total Assets is less than the Total Liabilities = **0 points**

- **Income statement**: also referred to as Profit and Loss statement (or a "P&L"), reports on a company's income, expenses, and profits over a period of time. Rate Revenue vs. Expenses:
  - Total Revenue is greater than the Total Expenses = **2.5 points**
  - Total Revenue equals the Total Expenses = **1 point**
  - Total Revenue is less than the Total Expenses = **0 points**

- **Statement of retained earnings**: explains the changes in a company's retained earnings over the reporting period. Rate Retained Earnings:
  - Retained Earnings are invested back into the company and produce high growth = **2.5 points**
  - Retained Earnings are invested back into the company and produce no growth = **1 point**
  - Retained Earnings are invested back into the company and the company is loosing money = **0 points**

- **Statement of cash flows**: reports on a company's cash flow activities, particularly its operating, investing and financing activities. Expenses:
  - Cash Receipts are greater than the Cash Payments(for Operating expenses) = **2.5 points**
  - Cash Receipts are equal to the Cash Payments(for Operating expenses) = **1 point**
  - Cash Receipts are less than the Cash Payments(for Operating expenses) = **0 points**
## EPP and AMP §§ 3.2 and 3.4

### Affirmative Market Program Plan

All Bidders are required to submit a completed AMP Plan Form as part of their Response for evaluation. It is required that Affirmative Market Program participation accounts for no less than **10 points.**

### Environmental Preferable Products Initiatives §3.2.1

Bidders that conduct events and use best practices for “greening meetings and conferences” wherever possible will receive a maximum of 10 points.

- For **printed material** Bidder agrees to produce and/or offer recycled paper with a minimum of 30% post-consumer recycled content for uncoated stock and a minimum of 10% post-consumer recycled content for coated stocks for **3 points**
- Bidder agrees to source **promotional items** made with post-consumer recycled materials and other types of environmentally preferable materials for **3 points**
- Bidders agree to create and drive awareness of efforts among event attendees and exhibitors to maximize the use of electronic means of information delivery; refrain from using any disposable items; use energy efficient lighting; provide recycling services; include environmental messaging on regular marketing materials for **4 points**

<table>
<thead>
<tr>
<th>STAR and EPP Event Participation § 3.5</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAR Exposition:</strong> Yes/No</td>
<td></td>
</tr>
<tr>
<td><strong>EPP Vendor Fair:</strong> Yes/No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prompt Pay Discount § 7.2.3</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>____% 10 days</td>
<td></td>
</tr>
<tr>
<td>____% 15 days</td>
<td></td>
</tr>
<tr>
<td>____% 20 days</td>
<td></td>
</tr>
<tr>
<td>____% 30 days</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total points</th>
<th>Total of possible points</th>
<th>100 points</th>
</tr>
</thead>
</table>
RFR Amendment November 21, 2008

The following section {formatted in Italics} was deleted from RFR PRF41 – Event Planning Services, since it appears under §3.1.1:

3.1.2 Company experience

Business Resume - The Business Resume section is to be submitted on standard 8½ x 11 page. Ten (10) pt. font is suggested, No more than two (2) double sided pages. Include information on the Contract Manager and individuals that work with events—with the following information, as appropriate:

a. Business experience and years in Event Planning.

b. Certifications and memberships in professional organizations relevant to event planning.

c. Academic degree(s) of individual, institution granting degree, date degree conferred.

d. Specific negotiation experience with contracts for event planning services.

e. The events they have handled the dates and the number of exhibitors and attendees for each event they handled.

f. Event venues: location, square feet utilized, city, and state.

g. Their involvement in coordinating attendee and exhibitor registration on show day.

h. Their involvement in coordinating pre-event attendee and exhibitor registration with the preparation of name badges. Please identify any special software program employed in this process.

The following sections {formatted in Italics} were added to RFR PRF41 – Event Planning Services:

3.1.3 Financial stability including bankruptcy, litigation and contract defaults

The Financial disclosure section is limited to one-half (½) of one side of a standard 8½ x 11 page. Ten (10) pt. font is suggested. If the response to this section exceeds this limit, documentation exceeding this limit will not be evaluated.

3.1.3.1 State your total annual gross revenue for each of the last three (3) calendar years; 2005, 2006, and 2007.

3.1.3.2 State if there is any past or pending legal actions including contract defaults, litigation and bankruptcy, and / or any purposeful business name change due to contract defaults, litigation or bankruptcy. The past is defined here as since December 2000.
3.1.3.3 Bidder must include a current credit report issued by a credit reporting authority, e.g. Dunn & Bradstreet. The credit report must be dated no earlier than July 1, 2005. The sections evaluated in the credit reports will be: 1) Company Overview; 2) Commercial Credit Analysis; 3) Credit Score; 4) Credit; and 5) Special Events. If Bidder does not have a credit report, it can also submit **Reviewed Financial Statements** by an independent accountant (CPA or PA) in accordance with Statements on Standards for Accounting and Review Services (SSARS) established by the AICPA. The sections evaluated in the financial statements will be: 1) Balance sheet; 2) Income statement; 3) Statement of retained earnings; and 4) Statement of cash flows. The reports and statements will be held as confidential and proprietary but will not be returned. The Bidder will be scored based on the strength of the report.

3.3 Compensation Structure/Pricing

3.3.1 Cost tables

Compensation will be based solely on the cost tables supplied by the Bidder and accepted by the PMT. Compensation will be based on these cost tables.

3.3.3.1 Bidders must submit the maximum rate for the individuals that would be engaged for services. Bidders must provide the maximum per hour rate for the titles and/or job functions listed in **Attachment A**. If a Contractor does not operate its business with the personnel listed on Attachment A, please provide the hourly rate of the person who will be performing such functions using the information we have given you. Rates for any and all services under this contract must be negotiated at or below the maximum per hour rate under the service category that most appropriately defines the services rendered. Agreed upon rates per hour, as negotiated under the contract, must be stated in the Statement of Work. If your event is based on a price-by-event size with a price-per-attendee please note that information on **Attachment B**.
Request for Response (RFR)

Document Title: Event Planning Services

Document Number: PRF41

Issued: November 7, 2008

Amended: November 25, 2008

Please Note: This is a single document associated with a complete Solicitation that can be found on Comm-PASS. All Bidders are responsible for reviewing and adhering to all information, forms and requirements found in all tabs and related forum records for the entire Solicitation. To locate the Solicitation associated with this document, go to www.comm-pass.com, select the “Search for solicitations” link, enter the above Document Number in the “Document Number” field, and select the “Search” button. Bidders who need help regarding Comm-PASS navigation may refer to the Comm-PASS Resource Center at www.mass.gov/osd for documents and guides. Bidders may also contact the Comm-PASS Helpdesk at comm-pass@state.ma.us or the Comm-PASS Helpline at 1-888-MA-STATE. The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.
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5.8.3 File Size Limits
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5.8.5 File Format Restrictions
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6.4 Costs
6.5 Electronic Funds Transfer (EFT)
6.6 Ownership of Submitted Responses
6.7 Public Records Law
6.8 Reasonable Accommodation
6.9 System of Record
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6.11 Terms and Requirements Pertaining to Awarded Statewide Contracts
6.11.1 Comm-PASS SmartBid subscription
6.11.2 Commonwealth Tax Exemption
6.11.3 Contractor’s Contact Information
6.11.4 Pricing
6.11.5 Publicity
6.11.6 Save Smart Program ($ave $mart)
6.11.7 Statewide Contractor Marketing Requirements
6.11.8 Subcontracting Policies
7 INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH
STANDARD FORMS

7.1 Forms located on the Solicitation’s Forms & Terms tab
7.1.1 Commonwealth Standard Contract Form
7.1.2 Commonwealth Terms and Conditions
7.1.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)
7.1.4 Contractor Authorized Signatory Listing

7.2 Forms located on the Solicitation’s Specifications tab
7.2.1 Affirmative Market Program Plan Form
7.2.2 Additional Environmentally Preferable Products / Practices
7.2.3 Prompt Payment Discount Form

8 GLOSSARY
1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

This RFR seeks responses from Event Planners interested in conducting business with the Commonwealth and all Eligible Entities for specific or non-specific events, identifying the size of events, both with and without exhibitors, social marketing events, fundraising occasions, training events, professional exams, award ceremonies, graduation ceremonies, and/or other events/functions. Event Planners are also being sought for coordinating and organizing such events/functions requiring minimal involvement as support for a Commonwealth in-house Event Planner or Marketing Manager to ensure the fulfillment of such organized events/functions.

Bidders are required to state the size of the event that they would consider minimum and maximum dollars for them to handle based on such factors as: Budget dollars, with exhibitors or without exhibitors, social marketing or other limiting factors. However, bidders must indicate their willingness to support both large events and small events, or only one size event. Commonwealth departments will identify their funding made available from either exhibitor fees, Commonwealth appropriations or through internal Trust Fund sources. The importance of this relates to the support required for payments to reserve and/or pay for contracted services to conduct an event or reserve space.

ALL signage will be approved by the department with proofs developed before final versions are developed. For electronic medium a text will be conveyed to the department for approval.

Event Planners are expected to secure specifics business and/or support department events for the following, but not limited to:

- ambulance/EMT
- catering
- decorator services
- electric service
- fire and security personnel
- parking/valet service
- printing
- promotional items
- proof of liability insurance
- registration
- signage
- sound system and lighting
- space/site rental
- speakers and entertainment
- tent rental
- transportation
- travel & hotel arrangements
- university caps and gowns
1.2 **Background information**
The current Statewide Contract for these services, PRF26, is due to expire on December 31, 2008. Services that were covered under PRF26 were divided into separate Statewide solicitations, of which this is one. The other solicitations are for Promotional Incentives (PRF36) and Marketing and Advertising -Design and Development Services (Under $5M annual) (PRF33) procurement that took place in the summer / autumn of 2008.

1.3 **Number of awards**
The target maximum number of Contractors is twelve (12). This is a target number; the PMT may award more or fewer Statewide Contracts if it is in the best interests of the Commonwealth to do so. Some Vendors under this contract will be able to work in any part of the State while others might receive regional awards. The Commonwealth encourages small companies that specialize in certain aspects of Event Planning to participate as well as large companies that cover multiple aspects of Event Planning.

1.4 **Adding Contractors after initial Statewide Contract award**
If, over the life of the Contract, the PMT determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Solicitation but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional bids.

1.5 **Acquisition Method(s)**
The acquisition method to acquire services from this Solicitation is Fee for Service.

1.6 **Contract Duration**
The initial term of this Contract is for three (3) years. In addition, this Contract has one (1) option to renew for nine (9) months with a maximum Contract term of 45 months.

1.7 **Performance and payment time frames which exceed Contract duration**
All engagements 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 only for a maximum time of one year (twelve calendar months) beyond the final termination date of this Statewide Contract. No new engagements for services under this Statewide Contract may be executed after the final termination date of this Contract.

1.8 **Basis for estimated dollar value for this Statewide Contract (including all options to renew)**
The "Estimated Value (US$)" for this Solicitation of $10,000,000 of annual spending was based on reviews of spending on contract PRF26 for Event Planning services, and research conducted of expenditures in similar areas. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Solicitation. Any estimates or past procurement volumes referenced in this Solicitation are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
# ESTIMATED PROCUREMENT CALENDAR

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation: Announcement of Intent to Procure</td>
<td>9/29/08</td>
</tr>
<tr>
<td>Solicitation: Release Date</td>
<td>11/07/08</td>
</tr>
<tr>
<td>Bidders’ Conference</td>
<td>11/20/08</td>
</tr>
<tr>
<td>Online Bidder Training</td>
<td>11/20/08</td>
</tr>
<tr>
<td>Forum: Deadline for submission of written questions</td>
<td>11/24/08 at 10:00 am</td>
</tr>
<tr>
<td>Forum: Official answers published (Estimated)</td>
<td>11/25/08</td>
</tr>
<tr>
<td>Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the “Amendment Deadline” on Comm-PASS).</td>
<td>11/25/08</td>
</tr>
<tr>
<td>Solicitation: Close Date / Submission Deadline</td>
<td>12/03/08 at 3:00 pm</td>
</tr>
<tr>
<td>Best and Final Offers Requested</td>
<td>12/06/08</td>
</tr>
<tr>
<td>Best and Final Offers (BAFO) Due Date</td>
<td>12/11/08</td>
</tr>
<tr>
<td>Oral Presentations for Selected Bidders</td>
<td>12/11/08 to 12/18/08</td>
</tr>
<tr>
<td>Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated)</td>
<td>12/18/08</td>
</tr>
<tr>
<td>“Wet Ink” Signatures are to be on file by:</td>
<td>12/30/08</td>
</tr>
<tr>
<td>Contract: Estimated Contract Start Date</td>
<td>01/01/2009</td>
</tr>
</tbody>
</table>

Times are Eastern Standard/Daylight Savings (US), as applicable. If there is a conflict between the dates in this Procurement Calendar and dates on the Solicitation’s Summary tab or Forum pages, the dates on the Solicitation’s Summary tab or Forum pages on Comm-PASS shall prevail. Any changes in the Estimated Procurement Calendar which are made after the RFR has been published will not result in amendments to the Estimated Procurement Calendar. Such changes will appear only on the Solicitation’s Summary tab and/or related Forum pages on Comm-PASS. Bidders are responsible for checking the Solicitation’s Summary tab and related Forum pages on Comm-PASS for Procurement Calendar updates.

## Written questions via the Online Bidders’ Forum

The Bidders’ Forum or Online Forum is the opportunity for Bidders to ask written questions and receive written answers from the Procurement Management Team (PMT) regarding this
Solicitation. All Bidders’ questions must be submitted through the Bidders’ Forum found on Comm-PASS (See “Locating an Online Bidders’ Forum,” below). Questions may be asked only between the “QA Start” and “QA End” dates, when the “Ask a Question” link (located in the right-hand corner above the Forum’s “Question/Answer” tab) is available.

Please note that any questions submitted to the PMT using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder’s question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are immediately accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder’s company or other companies. The PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Solicitation.

Only written response(s) posted on a Bidders’ Forum which has been “finalized” will be binding on the Commonwealth. The last entry in a Forum’s Summary tab indicates whether answers are final.

2.2 Locating an Online Bidders’ Forum

- Go to www.comm-pass.com.
- Select the “FORUMS” tab from the main navigation bar.
- Select the “Search for Bidders’ forum” link.
- Enter the Document Number appearing on the front of this document in the “Referenced Solicitation Number” field.
- Select the “Search” Button.
- Select the search results link appearing at the top of the Search page.
- Select the view icon (eyeglasses) to access the Forum. There may be more than one Bidders’ Forum for a Solicitation.

2.3 Physical Bidders’ Conference (in person)

The Bidders’ Conference is the physical conference conducted by the PMT for the purpose of informing prospective Bidders about general Solicitation information and answering questions from prospective Bidders. Attendance is strongly suggested. Please refer to the Forum for any updated information, including the location, time and date of the Bidders’ Conference.

2.4 Oral Presentations/Product Demonstrations (If the PMT determines this is necessary)

Selected Bidders who are asked to participate in Oral Presentations / Product Demonstrations will be expected to prioritize this in their schedules. The PMT will make every effort to find a mutually convenient time for the Bidder and the PMT. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points or other action that the PMT deems appropriate.

2.5 Debriefing

The PMT will conduct debriefings for unsuccessful Bidders, if requested within 14 calendar days of Contract awards being posted on Comm-PASS. The PMT will provide debriefing guidelines in advance of each debriefing.
3 SPECIFICATIONS

3.1 Bidder Qualifications
Bidders are considered qualified if they have been in the event planning business for thirty-six (36) months preceding the date of submission and meet the following:

- Being staffed with employees to support event planning and events involving social marketing, vendor/exhibitor functions, and fundraising.
- Identifying prior experience in performing event planning and the role that individuals had in the process.
- Identifying the size of the events previously handled by the number of attendees, exhibitors (if any) and their role in registration.
- Indicating the area of service in the event planning industry and geographic area of prior involvement.

3.1.1 Company certifications and affiliations
Bidders must indicate their certification in event planning if any and professional affiliations that are related to event planning. The Certification and Affiliations Response section is limited to one (1) side of a standard 8½ x 11 page, other than the copies of the requested documents to be submitted separately. Ten (10) pt. font is suggested. If the response to this section exceeds this limit, documentation exceeding this limit will not be evaluated.

3.1.1.1 Bidders must provide a copy of its Registration with the Secretary of State either of the Commonwealth of Massachusetts or the State in which the entity is organized.

3.1.1.2 Bidders must disclose in writing all actual, potential or perceived conflicts of interest relating to this request. If none are disclosed, the Bidder affirms none exist by submitting a response to this solicitation.

3.1.2 Company experience

3.1.2.1 Business Resume - The Business Resume section is to be submitted on standard 8½ x 11 page. Ten (10) pt. font is suggested, No more than two (2) double sided pages. Include information on the Contract Manager and individuals that work with events—with the following information, as appropriate:
   a. Business experience and years in Event Planning.
   b. Academic degree(s) of individual, institution granting degree, date degree conferred.
   c. Specific negotiation experience with contracts for event planning services.
   d. The events they have handled the dates and the number of exhibitors and attendees for each event they handled.
   e. Event venues: location, square feet utilized, city, and state.
   f. Their involvement in coordinating attendee and exhibitor registration on show day.
   g. Their involvement in coordinating pre-event attendee and exhibitor registration with the preparation of name badges. Please identify any special software program employed in this process.

3.1.2.2 Firm profile - Provide a brief firm profile outlining the Bidder's overall operations, related to providing Event Planning Services. No more than one (1) page.

3.1.2.3 Briefly define the scope of services performed during your years in business. Bidder should give up to three (3) examples of landmark work in this section. State the number of contractual agreements that the Bidder currently has in place, as well as in the last twelve (12) months. No more than two (2) double sided pages.
3.1.2.4 Staff - Bidders must identify their full time staff by title and applicable rate structure for projects that would be covered under any contract(s) resulting from this solicitation. Having adequate staff or access to staff:

- for coordinating exhibitor booth sales through emails and/or phone calls,
- to solicit advertisers in support of an event,
- for supporting the development of a Program Book,
- to conduct marketing phone calls.
- to source elements that support an event e.g. Entertainment, speakers decorating services.
- to coordinate event function through site manager
- to organize and coordinate rental logistics
- to act as liaison to implement fundraising events.
- for post-event survey distribution and analysis to both exhibitors and attendees

3.1.3 Financial stability including bankruptcy, litigation and contract defaults

The Financial disclosure section is limited to one-half (½) of one side of a standard 8½ x 11 page. Ten (10) pt. font is suggested. If the response to this section exceeds this limit, documentation exceeding this limit will not be evaluated.

3.1.3.1 State your total annual gross revenue for each of the last three (3) calendar years; 2005, 2006, and 2007.

3.1.3.2 State if there is any past or pending legal actions including contract defaults, litigation and bankruptcy, and / or any purposeful business name change due to contract defaults, litigation or bankruptcy. The past is defined here as since December 2000.

3.1.3.3 Bidder must include a current credit report issued by a credit reporting authority, e.g. Dunn & Bradstreet. The credit report must be dated no earlier than July 1, 2005. The sections evaluated in the credit reports will be: 1) Company Overview; 2) Commercial Credit Analysis; 3) Credit Score; 4) Credit; and 5) Special Events. If Bidder does not have a credit report, it can also submit Reviewed Financial Statements by an independent accountant (CPA or PA) in accordance with Statements on Standards for Accounting and Review Services (SSARS) established by the AICPA. The sections evaluated in the financial statements will be: 1) Balance sheet; 2) Income statement; 3) Statement of retained earnings; and 4) Statement of cash flows. The reports and statements will be held as confidential and proprietary but will not be returned. The Bidder will be scored based on the strength of the report.

3.1.4 References and reference information and/or requirements

The Business References are to be submitted directly to the PMT directly from the business references chosen by the Bidder in paper format.

3.1.4.1 Independent Business References: These references are required as part of this RFR. The PMT is providing a form on the same Comm-PASS location as this RFR for each Bidder to send to potential business references. This is the only form that shall be used. All business references must be submitted directly from the business reference to the PMT. The first three (3) business references received on behalf of each Bidder will be evaluated. The PMT shall not consider any business references beyond these first three (3). Independent Business References are required to be recipients of Bidder business services with whom there is a standing business relationship of one year or greater duration. THREE written references are to be supplied to the PMT under separate cover by the RFR due date specified in the Procurement Calendar and on Comm-PASS.

3.2 Environmental Specifications

3.2.1 Environmental plan

Bidders must comply with the following environmental specifications wherever the specifications are appropriate to the operations that Bidder is providing under the awarded contract PRF41:
• Any Bidder designing, producing and/or offering printed materials must specify the use of recycled paper with a minimum of 30% post-consumer recycled content for uncoated stocks and a minimum of 10% post-consumer recycled content for coated stocks. All printed materials must bear a standard recycled logo and/or the words “Printed on Recycled Paper.” Any printed materials must be designed in a way that would use paper efficiently and minimize paper waste in the printing and other production operations.

• As an alternative to printing and mailing, all Bidders must maximize the use of electronic means of information delivery (e.g. websites, email, electronic file transfer protocol (FTP) applications, CD-ROM, etc.).

• Bidders must consider the environmental impacts of conducting such events and use best practices for “greening meetings and conferences” wherever possible. (See the EPA website for general guidelines at [http://www.epa.gov/epaoswer/non-hw/reduce/grn-mtgs/index.htm](http://www.epa.gov/epaoswer/non-hw/reduce/grn-mtgs/index.htm))

• Bidders must agree to source promotional items made with post-consumer recycled materials and other types of environmentally preferable materials.

3.3 Compensation Structure/Pricing

3.3.1 Cost tables

Compensation will be based solely on the cost tables supplied by the Bidder and accepted by the PMT. Compensation will be based on these cost tables.

3.3.1.1 Bidders must submit the maximum rate for the individuals that would be engaged for services. Bidders must provide the maximum per hour rate for the titles and/or job functions listed in Attachment A. If a Contractor does not operate its business with the personnel listed on Attachment A, please provide the hourly rate of the person who will be performing such functions using the information we have given you. Rates for any and all services under this contract must be negotiated at or below the maximum per hour rate under the service category that most appropriately defines the services rendered. Agreed upon rates per hour, as negotiated under the contract, must be stated in the Statement of Work. If your event is based on a price-by-event size with a price-per-attendee please note that information on Attachment B.

3.3.1.2 Eligible Entities and Statewide Contractors may negotiate a lower hourly bill rate for any assignment, but may not negotiate an hourly bill rate higher than accepted for that Contractor for that region and/or event.

3.3.1.3 Expenses—All other expenses including, but not limited to, travel must be included in the Bidder’s costs submitted above. These costs will be the responsibility of the Contractor and the Contractor will not be reimbursed separately for these costs.

3.3.1.4 Prompt Pay Discounts (PPD)

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 for Prompt Payment Discount unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.
3.4 **Affirmative Market Program (AMP) Plan**

Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed AMP Plan Form as part of their Response for evaluation. It is required that Affirmative Market Program participation accounts for no less than 10% of the total points in the evaluation.

The PMT requires Bidders to make a significant commitment to partner with certified Minority / and Women / Owned Businesses in order to be awarded a Contract. A SOMWBA-certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company. In addition, a narrative statement can be included to supplement the AMP Plan Form providing further details of the AMP commitments. The submission of this narrative statement does not replace the requirement of the AMP Plan Form. Bidders must submit one form for each M/WBE AMP Relationship. Please note that no Bidder will be awarded a Contract unless and until they agree to commit to at least one (1) of following three (3) AMP Components selected by the PMT:

3.4.1 **Subcontracting:**

If Bidder commits to Subcontracting in their AMP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with a SOMWBA-certified company or a company that has applied for certification. Although this is only one of several options to meet the requirements for participation in the Affirmative Market Program, Bidder’s submission of subcontracting commitments may be weighted most heavily. The PMT will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder's bid package

3.4.2 **Growth and Development:**

If a Bidder commits to Growth and Development in their AMP plan, then they must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SOMWBA certified companies.

3.4.3 **Ancillary Uses of Certified M/WBE Firm(s):**

If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) (or companies that have applied for certification) in their AMP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, must be included on the AMP Plan Form.

Once an AMP Plan is submitted, negotiated and approved, the PMT will then monitor the Contractor's performance.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: [http://www.mass.gov/Aosd/docs/mwbe/AMP Resources and Guidance.doc](http://www.mass.gov/Aosd/docs/mwbe/AMP Resources and Guidance.doc).

3.5 **Participation in the annual OSD marketing events (STAR and EPP Vendor Fairs)**

OSD hosts two annual marketing and training events to educate public purchasers on the commodities and services available on Statewide Contracts, to highlight innovative Environmentally Preferable Products and to provide marketing and networking opportunities to the business community:

- The Statewide Training And Resource (STAR) Exposition takes place in the Spring (April or May) of each year, and
- The Environmentally Preferable Products (EPP) Vendor Fair and Conference is conducted in the Fall (October or early November).
Both events are well attended by public purchasers representing all Commonwealth agencies, cities and towns across the Commonwealth, independent authorities, higher education and eligible not for profit human and social service organizations. These events provide exceptional opportunities for Statewide Contractors to market directly to thousands of attendees. OSD believes that these events have significant marketing value and are extremely cost effective.

The one-day **STAR** event is held in Boston and only Statewide Contractors may be exhibitors. The cost to exhibit is approximately $1,000. OSD believes that the STAR event is important because it provides public purchasers with an opportunity to meet over 300 Statewide Contractors at one event and receive important information on new products, services and technologies. Also, it provides Statewide Contractors with the opportunity to make and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

The one-day **EPP Vendor Fair and Conference** event is held in Worcester at the DCU Center. The target audience is the same as STAR but with a focus on EPPs (e.g. products made with recycled content, or those able to save energy, conserve water or other resources, reduce waste, etc.). The exhibitors are both Statewide Contractors and businesses that offer EPPs and seek to do more business with the Commonwealth. The estimated cost to exhibit is $600. The key benefits include the opportunity for EPP vendors to showcase their companies and environmentally friendly products/services to over 1000 attendees, and to make contacts with a host of facility and environmental managers. The PMT reserves the right to determine if a particular awarded Contractor will be considered an EPP Vendor.

Please note that participation in these events is not required and no points will be awarded to those Bidders who commit to participate in these events. However, Bidders who indicate their willingness to participate in the STAR event and/or the EPP event in their RFR Response will be required to honor their commitments for the duration of their Contract, if awarded a Contract.

**3.6 Requirements for Doing Business After a Contract Has Been Awarded**

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

**3.6.1 Minimum amount of business with this Contract**

If no sales occurred for a Vendor during the term of the Contract, the Contract Manager has the option of not renewing the Vendor if this Contract was to be extended.

**3.6.2 Restrictions on Statewide Contract use or identification of similar Statewide Contracts**

PRF41 – Event Planning Services is not intended to replace existing contracts that have a specific area of product/services, for example PRF36 – Promotional Items, or GRO21A – Catering Services.

**3.6.3 Contract Management (Contractor’s interface with Commonwealth’s Contract Manager)**

3.6.3.1 All Statewide Contract questions must be directed to the Commonwealth Contract Manager.

3.6.3.2 Timely response to requests from departments in addressing contract needs.

3.6.3.3 Meetings scheduled by a department for the purpose of identifying, clarifying or revisiting projects or complaints must be handled in a timely manner.

3.6.3.4 Contractors are required to have up-to-date and current electronic price lists that are transparent in identifying:

3.6.3.4.1 Applicable net prices and/or discounts to departments for contract services.

3.6.3.4.2 Websites for each contractor supporting and referencing this Contract.

3.6.3.5 Change notification

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

3.6.3.6 Report requirements & due dates
3.6.3.6.1 Report Templates will be published on Comm-PASS
3.6.3.6.2 Affirmative Market Program expenditure reports are to be submitted with the Quarterly Reports.
3.6.3.6.3 Quarterly Reports cover the following dates:
   - 1st Quarter: January 1 to March 31, due date April 15
   - 2nd Quarter: April 1 to June 30, due date July 15
   - 3rd Quarter: July 1 to September 30, due date October 15
   - 4th Quarter: October 1 to December 31, due date January 15

3.6.3.7 Identification and approval of subcontractors & joint ventures (see Subcontracting Policies and the Commonwealth Terms and Conditions)

3.6.4 Orders (Contractor's Interface with Commonwealth Agencies)
3.6.4.1 Request For Quotes
   It is highly suggested that Commonwealth Agencies obtain quotes from at least three (3) Statewide Contractors prior to issuing an order.

3.6.5 Alternatives
   Contractors may propose alternatives for equivalent, better or more cost effective performance than specified under the Contractor's original Response at any time during the life of the Statewide Contract.

4 EVALUATION CRITERIA
Bidder scores will be used to rank Bidders and will determine their scores in the specification technical section of the evaluation process. PMT is taking into consideration that vendors that belong to professional organizations and have certifications in event planning services should be able to provide the Commonwealth with additional services, savings, and opportunities. The evaluation components will include 1) business resume; 2) business references; 3) cost tables; 4) regional scores; 5) statewide scores; 6) industry affiliations; 7) professional certifications; 8) Convention and Visitor's Bureaus (CVB’s) membership; 9) financial stability; 10) landmark work; 11) Affirmative Market Program; 12) and environmental specifications.

4.1.1 Mandatory requirements
   Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the PMT. The PMT reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.
   Solicitation sections that include terms such as: “must”, “shall”, “will” and “required” are “mandatory.” Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

4.1.2 Desirable specifications
   Desirable specifications will be scored according to the Evaluation Criteria.
   RFR specifications prefaced with language such as: “desirable”, “could,” “can,” “should,” “preferably,” “prefers,” “suggested,” and “requested” identify a desirable or discretionary item or factor that is considered by the issuer to be "desirable." The issuer has listed all desirable specifications which will receive points in the evaluation criteria.

4.1.3 Alternatives
   A Response which fails to meet any material term or condition of the Solicitation, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Responses proposing alternatives which provide equivalent, better or more cost effective performance than
achievable under the stated Solicitation specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the Contract. The Response should describe how any alternative achieves substantially equivalent or better performance to that of the Solicitation specifications.

The PMT will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Solicitation is to provide the best value of commodities and/or services to achieve the goals of the procurement.

5 HOW TO SUBMIT A BID RESPONSE

All Bidders may begin creating and compiling response materials as soon as the Solicitation containing files on the Forms & Terms tab and the Specifications tab is in an OPEN Document Status. When submitting response materials prior to the Solicitation Close Date, the ability to upload documents is only available to active SmartBid account holders after the Solicitation Amendment Deadline has passed. Once the Solicitation Close Date and Time has passed, interested Bidders will be unable to submit a Response online.

5.1 Bid Response Method

Online Bid Submission via SmartBid is required to eliminate direct and indirect costs associated with the production, delivery/receipt, storage and management of traditional paper bids incurred by Bidders, the Operational Services Division, and the Commonwealth of Massachusetts. Bids submitted via the SmartBid tools also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Bidders must submit Responses online using tools available to Comm-PASS SmartBid Subscribers only.

Comm-PASS SmartBid requires an annual subscription. To subscribe, go to www.comm-pass.com. Complete the SmartBid subscription process by selecting the JOIN tab from the main navigation bar to review subscription benefits, submit payment by credit card, and create a custom account.

Bidders who wish to claim financial hardship in relation to the $275 annual subscription fee must email the Procurement Team Leader identified on the Solicitation’s Issuer tab at least four business days prior to the Solicitation Close Date. This email must include the Bidder’s gross annual income during the Bidder’s most recently completed fiscal year and the reasons why the $275 subscription fee would represent a hardship. Financial hardship claims will not be considered for Bidders whose gross annual income is $100,000 or more. If the email is not acknowledged within one business day, it is the Bidder’s responsibility to contact the Comm-PASS Helpline (1-888-627-8283). The Procurement Management Team may request additional information to make a determination regarding financial hardship. Bidders who have not claimed financial hardship at least four business days prior to the Solicitation Close Date, or whose claim has been denied, must pay to subscribe in order to submit a Response. It is the Bidder’s responsibility to manage and maintain their subscription account. All Bidders who are awarded a contract resulting from this RFR, if any, will be required to maintain a paid, active subscription account during the duration of the Contract.

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in the Procurement Calendar. Bidders must also check the Bidders’ Forum and Solicitation Summary, where any updates to the training schedule will be posted.

5.3 SmartBid Support

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

Website: Go to www.mass.gov/osd and select the Comm-PASS Resource Center link offered within the Conduct a Procurement menu.
**Email:** Send inquiries to the Comm-PASS Helpdesk at comm-pass@state.ma.us

**Telephone:** Call the Comm-PASS Helpline at 1-888-MA-STATE (1-888-627-8283). The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

Bidders are advised that Comm-PASS will be unavailable during regularly scheduled maintenance hours as displayed under the “Comm-PASS System Availability” link offered at the bottom of any Comm-PASS page.

### 5.4 Bid Response Deadline
All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed on the Solicitation’s Summary page within the Close Date field. Times are Eastern Standard/Daylight Savings (US), as applicable. All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via SmartBid are time stamped by the Comm-PASS system clock which is considered the official time of record.

### 5.5 Bid Package
Bidders submitting via SmartBid must name their Response by entering `<BidderName_RFR PRF41_EventPlanningServices>` in the Response Nick Name field in Step 3 of the submission wizard.

### 5.6 Bid Response Contents
Bidders must comply with the requirements below.

#### 5.6.1 RFR Submission Checklist
Procurement Management Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. To help reduce this occurrence, Bidders must complete and submit the RFR Submission Checklist and all documents referenced in the Checklist. By submitting the RFR Submission Checklist with a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation’s related Forum, if any.

### 5.7 Bid Response Materials

#### 5.7.1 Electronic Signatures
Bids submitted via SmartBid must be signed electronically by the Bidder or the Bidder’s Agent by selecting the Agree to All link in Step 2 of the Online Submission wizard. By selecting “Next Step” on the “Forms & Terms” tab after acknowledging all of the forms on that tab, the submitter attests that s/he is an agent of the Bidder with authority to sign on the Bidder’s behalf, and that s/he has read and assented to each document’s terms.

#### 5.7.2 Ink Signatures
Original ink signatures are required only after contracts have been awarded. The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:
- Standard Contract Form
- Commonwealth Terms and Conditions
- Contractor Authorized Signatory Listing
- Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form).

Successful Bidders who signed these forms electronically via SmartBid online submission tools must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have
previous contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and 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 with original ink signatures must be submitted for each new contract with the Commonwealth.

5.8 Limits and Restrictions

5.8.1 Document Pages
The PMT has set page limits for some parts of the submission. If the response section submitted where a limit has been imposed should exceed the requested limit, documentation exceeding this limit will not be evaluated.

5.8.2 File Naming Conventions
Files submitted via SmartBid 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.

<table>
<thead>
<tr>
<th>RFR Section or Response Component</th>
<th>Description Enter in SmartBid during upload</th>
<th>File Name Assign when creating files</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFR Checklist</td>
<td>Company Name_RFR Checklist</td>
<td>CompanyName_PRF41_Checklist</td>
</tr>
<tr>
<td>Vendor Qualification Form</td>
<td>Company Name_Vendor Qualification Form</td>
<td>CompanyName_Qualification</td>
</tr>
<tr>
<td>Price Response Sheet</td>
<td>Company Name_Price Response Sheet</td>
<td>CompanyName_PriceSheet</td>
</tr>
<tr>
<td>Prompt Payment Discount Form</td>
<td>Company Name_Prompt Payment Discount Form</td>
<td>CompanyName_PPD</td>
</tr>
<tr>
<td>Additional Environmental Preferable Products/Practices</td>
<td>Company Name_Additional Environmental Preferable Products/Practices</td>
<td>CompanyName_EPP</td>
</tr>
<tr>
<td>Business Reference Form</td>
<td>Company Name_Business Reference Form</td>
<td>CompanyName_BusinessRef</td>
</tr>
<tr>
<td>Affirmative Market Plan Form</td>
<td>Company Name_Affirmative Market Plan Form</td>
<td>CompanyName_AMPPPlan</td>
</tr>
</tbody>
</table>

5.8.3 File Size Limits
The SmartBid file upload system is set to limit the size of any single file to 10MB or less. If a single file attachment approaches or exceeds 10MB, the Bidder must save the contents as multiple files and label each accordingly. Bidders should note that transmission over the Internet can change the apparent file size of the document. If a large file smaller than 10MB is rejected, Bidders must break up the file as described above. Note the naming convention used above which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc.

5.8.4 Duplicate File Names Not Accepted
Once a file has been submitted, Comm-PASS will not accept another file with the same name. This is the case even with files that are modified or have been withdrawn. If it is necessary to resubmit a file, add an underscore and numeric suffix to the company name, for example, CompanyName_2_FootCat.

5.8.5 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 8½” x 11” paper, unless otherwise
specified. Forms provided for the Bidder to complete, with the exception of the standard Forms located on the Solicitation’s Forms & Terms tab, must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

5.8.6 **Documents and items that can not be submitted electronically**
Documents and items that can not be submitted electronically, like confidential business references submitted by the reference, or requests for material samples, respectively, must be submitted to the address of the contact listed in the Issuer(s) tab on Comm-PASS in accordance with all of the Bid submission requirements including Bid Response Deadline, Bid Package and Environmental Response Submission Compliance provisions.

5.9 **Withdrawing a Response**

5.9.1 **Prior to Close Date**
Bids may be withdrawn using the Withdraw icon offered on the subscriber’s Response Desktop.

5.9.2 **After Close Date**
No Bid can be withdrawn after the Close Date. If the Bidder wants to remove a Response from consideration, contact the Procurement Team Leader for guidance.

6 **GENERAL PROCUREMENT INFORMATION**

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

6.2 **Bidder’s Contact Information**
It is the Bidder’s responsibility to monitor the email address provided in the Solicitation for the Bidder’s contact person. The PMT may need to contact the Bidder’s contact person with clarification requests or for other reasons. The PMT 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 PMT to be lost or rejected by any means including email or spam filtering.

6.3 **Comm-Pass SmartBid Subscription**
As specified in the RFR Section entitled Bid Response Method, Bidders must have or activate a SmartBid account in order to submit a Response. A SmartBid subscription also provides value added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, subscribers who login to SmartBid access:

- A secure desktop with Items I’m Tracking tools for efficient record management
- A customizable profile reflecting the subscriber’s product/service areas of interest
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- A custom listing in the public Business Directory, an online “yellow-pages” advertisement

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6.4 **Costs**
Costs which are not specifically identified in the Bidder’s Response, and accepted by the PMT as part of a Statewide Contract, will not be compensated under any Statewide Contract or engagement awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.
6.5 **Electronic Funds Transfer (EFT)**

All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the Comptroller’s VendorWeb site located at: [https://massfinance.state.ma.us/VendorWeb/vendor.asp](https://massfinance.state.ma.us/VendorWeb/vendor.asp). The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its Response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the Bidder.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the “Authorization for Electronic Funds Payment Form” to the PMT for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. A link to the EFT application can be found on the Comptroller’s VendorWeb site (see above link). 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.

6.6 **Ownership of Submitted Responses**

OSD and the PMT shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder’s Response, whether or not the Response is selected for Contract award.

Responses stored on Comm-PASS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via their Comm-PASS SmartBid Online Response Desktop, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a back up.

6.7 **Public Records Law**

All Responses 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 Responses that are inconsistent with these statutes shall be disregarded.

6.8 **Reasonable Accommodation**

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

6.9 **System of Record**

Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at [www.comm-pass.com](http://www.comm-pass.com). Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders’ Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules,
Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder’s responsibility to check Comm-PASS for:
- Any addenda or modifications to this Solicitation, by monitoring the “Last Change” field on the Solicitation’s Summary tab, and
- Any Bidders’ Forum records related to this Solicitation (see Locating an Online Bidders' Forum for information on locating these records).

6.10 Evaluation – Best Value Selection and Negotiation
The PMT may select the Response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The PMT and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder’s Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder’s original Response.

6.11 Terms and Requirements Pertaining to Awarded Statewide Contracts

6.11.1 Comm-PASS SmartBid subscription
Contractors must maintain a Comm-PASS SmartBid subscriber account, which is payable by credit card and managed by the Subscriber online at www.Comm-PASS.com. The annual Comm-PASS SmartBid subscription fee is currently $275 per email address. The fee was established with the approval of the Executive Office for Administration and Finance and is subject to change, if necessary. The Comm-PASS Subscription fee is utilized solely for the operation, maintenance and development of Comm-PASS.

6.11.2 Commonwealth Tax Exemption
Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

6.11.3 Contractor’s Contact Information
It is the Contractor’s responsibility to keep the Contractor’s Contract Manager information current. If this information changes, the Contractor must notify the PTL by email immediately, using the address located on the Contract’s “Issuer(s)” tab in the “Contact Information” section.

The PMT 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 PMT to be lost or rejected by any means including email or spam filtering.

6.11.4 Pricing
The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Statewide Contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Statewide Contract period in the absence of proprietary information being part of such contracts.

Compliance with this clause shall not be interpreted to require that a Contractor, prior to or over the course of providing goods or services, must conduct company-wide inquiry to ensure that no other customer of similar size and similar terms and conditions is receiving a lower price for the same commodity and service.
Compliance can be achieved in one of two ways:

1. If a single Contractor Contract Manager is aware based on his/her own knowledge (without conducting any surveys) of an instance in which another customer within the United States of similar size and terms is receiving the same commodity and/or service, it is the Contractor Contract Manager's responsibility to ensure that the other customer is not receiving a lower price, and to offer the same price to the Commonwealth if this is the case. If the Contractor Contract Manager is not certain as to whether the other customer is sufficiently "similar" or the commodity/service is sufficiently "the same" so as to trigger the Pricing clause, the Contractor Contract Manager must contact the Commonwealth Contract Manager for guidance.

2. If OSD learns of an instance in which another customer of apparently similar size and terms is receiving apparently the same commodity/service at a lower price, the Commonwealth Contract Manager will so advise the Contractor Contract Manager. The Contractor Contract Manager must then either demonstrate to the satisfaction of the Commonwealth Contract Manager that the other customer is NOT similar, and/or that the commodity/service is NOT the same, or the Contractor Contract Manager must lower the price to the Commonwealth.

In addition, 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 Procurement Team Leader (PTL) 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 PTL reserves the right to approve all price adjustments.

### 6.11.5 Publicity

Any Statewide Contractor awarded 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 PMT.

### 6.11.6 Save Smart Program ($ave $mart)

The OSD $ave$mart Program is a partnership between OSD and Statewide Contract Vendors. The purpose of the program is to create additional cost savings and opportunities for all Eligible Entities utilizing Statewide Contracts. These opportunities could be in the form of reduction in cost for a limited time, free training opportunities, and other offerings.

Contractors should notify the Commonwealth Contract Manager of any price reductions they are willing to provide, including those which are time- or quantity-limited, as a promotional or competitive strategy, an inventory reduction initiative, or for any other reason. If suitable, the cost savings will be showcased in the $ave $mart section of OSD's website.
6.11.7 **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 PMT reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to eligible entities.

6.11.8 **Subcontracting Policies**

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

7 **INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS**

Some of the forms listed below can be electronically signed by the Bidder, see Electronic Signatures. However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section entitled **Ink Signatures**: the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

7.1 **Forms located on the Solicitation’s Forms & Terms tab**

7.1.1 **Commonwealth Standard Contract Form**

Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date.

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

Only those sections of the Contract form preceded by “⇒” should be completed by the Bidder. If the Bidder does not have a Vendor Code beginning with “VC,” or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date MUST be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

7.1.2 **Commonwealth Terms and Conditions**

Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date., or submit a copy of a previously executed, up-to-date copy of the form as directed below.

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

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

The company’s correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Verification of Taxation Reporting Information (W9).

**7.1.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)**

Sign electronically as described above; **if notified of Contract award, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.**

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

**7.1.4 Contractor Authorized Signatory Listing**

Sign electronically as described above; **if notified of Contract award, complete as directed below and submit on paper with original ink signature and date.** In the table entitled “Authorized Signatory Name” and “Title,” type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an “Authorized Signatory,” that person’s name must be included in the typed table.

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

The signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

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

Please note that in two places where the form says “in the presence of a notary,” this should be interpreted to mean “in the presence of a notary or corporate clerk/secretary.” Either a notary or corporate clerk/secretary can authenticate the form; only one is required.
Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

7.2 Forms located on the Solicitation’s Specifications tab

7.2.1 Affirmative Market Program Plan Form
Download this form and complete as directed below; include with online submission. Ink signature is not required. SOMWBA certifications or evidence of application must also be included in online submission.

The specific Affirmative Market Program (AMP) requirements for this procurement can be found earlier in this document. Bidder’s Affirmative Market Program Plan must include a copy of the SOMWBA certification of each Minority and Women Business Enterprise (M/WBE) company listed or proof of their application submitted for consideration. A certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company. This form is NOT the same as the SOMWBA certification of the Bidder’s company.

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

7.2.3 Prompt Payment Discount Form
Download this form and complete as directed below; include with online submission. Ink signature is not required.

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

Bidders having core disciplines in Event Planning Services must complete and submit this worksheet.

**Bidders Name:** ________________________________________________________________

**Event Planning/Coordination** Bidders are required to include their pricing and related discounts for the following items. Bidders are also requested to identify a discount or pricing structure related to catalogs that they employ in their business. Bidders employing a cost plus basis will be required to submit a copy of their cost invoice when billing the Commonwealth.

Bidders are to indicate their price for conducting the four events listed below. Other applicable pricing for services should be identified below the four examples.

<table>
<thead>
<tr>
<th>Item</th>
<th>Specifications and Services Required</th>
<th>Net Price</th>
</tr>
</thead>
</table>
| **Private Event, four (4) days for 25 attendees** | **Medical Monitoring Program:**  
Location: Boston MA  
Number of Sessions: 1 per year  
The services required are:  
• 1 ½ days in September (as early as possible and with 2 days preceding or following for another meeting)  
• Invitations and RSVPs for participants  
• Complete travel and accommodations (includes reimbursement for meals) for 13 participants from New England and New York  
• Accommodations at a hotel or chain location that is noted for quality facilities, amenities, level of comfort and convenience to Boston attractions e.g. Faneuil Hall. Inquiries into government rates.  
• Arrange for honoraria for 2 speakers  
• The hotel/ facility must have meeting room  
  o food and beverage during day (continental breakfast, lunch, snack)  
  o A/V equipment  
• Registration staff  
• Vendor staff person to manage facility issues during training |  |
| **Public Event, one (1) day for up to 500 attendees** | **Informational Session**  
Locations: Pittsfield MA  
Number of Attendees: 100-500  
Length of Event: 1 day  
The services required are:  
• Coordinating site selection  
• Securing Food & Beverage  
• Interaction with event decorator  
• Securing Guest Speaker (including any necessary accommodations)  
• Exhibitor Solicitation Mailer and Registration  
• Call Center for exhibitor and attendee inquiries |  |

Continue…
| Private Event, one day for 2,000 people. | Vendor Conference  
Locations: Worcester and Boston, MA.  
Number of Sessions: 1 per year for 3 years  
The services required are:  
- Coordinating Worcester and Boston site selections  
- Securing Food & Beverage  
- Interaction with event decorator  
- Exhibitor Solicitation Mailer and Registration  
- Call Center for exhibitor and attendee inquiries  
- Developing and Coordinating of Invitations with Graphic Designer, Printer and Mail House  
- Registration Coordination, pre event  
- Registration and On-site Management, event day  
- Event exposure through selected print media  
- Email exposure of event  
- Workshop support  
- Coordination of advertising for Program Book  
- Program Book development, proofing and coordination with printer  
- Supporting for show staff during event  
- Developing final lists post-event |
| --- | --- |
| College Graduation/Commencement Ceremonies:  
Locations: Throughout Massachusetts.  
Number of Events: 2 per year  
The services required are:  
- Decorating  
- Tent Rental  
- Rental of Chairs and Tables  
- Securing Food & Beverage  
- Cap and Gowns  
- Solicitation Mailer and Registration  
- Call Center for attendee inquiries  
- Developing and Coordinating of Invitations with Graphic Designer, Printer and Mail House  
- Registration Coordination, pre event  
- Registration and On-site Management, event day  
- Developing final lists post-event. |
| Event exposure through selected print media |
| Email exposure of event |
| Coordinating advertising for Program Book |
| Program Book development, proofing and coordination with printer |
| Support for show staff during event |
| Developing of final lists post-event |
| EMT/ Ambulance |
| Police and Fire services |
| Speakers and Entertainers |
| Promotional Items and Give-aways |
| Transportation |
| Hotel accommodations |
| Valet Service |
| Recycling Centers |
| Garbage Disposal |
8 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 Solicitation. Those definitions below designated with an asterisk (**) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency - For the purposes of this Solicitation, the terms “Agency,” “Eligible Entity,” “Department,” “Commonwealth Agency,” and “Contracting Department” include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Attendee Registration - Estimation or actual size of the audience, developed through a process that would allow for feasible “breakdowns” in a specific sort order.

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

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

Catering - Food and beverage served at an event identified by a list of menu options for the Department(s) to review, from the selected provider. This is handled by securing an up to date count of meals. Special dietary needs, if they are known, are required to be dealt with.

Commonwealth Contract Manager – See Procurement Manager.

Commonwealth Regions - For the purposes of this RFR, the Commonwealth Regiones are groupings of the Commonwealth counties. They are as follows:

- Region 1 – Berkshire, Franklin, Hampshire and Hampden Counties
- Region 2 – Worcester County
- Region 3 – Essex, Middlesex and Suffolk Counties
- Region 4 – Norfolk, Bristol, and Plymouth Counties
- Region 5 – Barnstable, Dukes, and Nantucket Counties
- Region 6 - Neighboring States and other geographic areas

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

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

Contractor 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 Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Deposit - The amount of money put down as an initial payment to reserve a location for an event.

Donations – Also known as In-kind Donations are obtained by an event planner and must be identified and tabulated for the value of the in-kind donations and listed in a spreadsheet. Also they must be recognized at the event in a printed format, PowerPoint presentation, program book, signage or through announcements.
**Exhibitor Registration** – Refers to the business or groups participating in an event, as well as the process used to gather their information.

**Eligible Entity** - For the purposes of this Solicitation, the terms “Eligible Entity,” “Agency,” “Department,” “Commonwealth Agency,” and “Contracting Department” include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

**Endorsements** - Recognition of the event or department by an outside entity through support and/or print.

**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 amount of toxic materials either disposed of or consumed.

**Evaluation** – The process, conducted by the Procurement Management Team, of reviewing, scoring and ranking the submitted bids/Responses related to this Solicitation.

**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.”

**Landmark Work** - The projects or events that a vendor has exceptionally completed and would like to present as an example of his/her work.

**Name Badges** - It is a piece of printed paper stock used to identify an individual attending an event. Name badges are printed in a prescribed manner as identified by department.

**Online Registration** - The process in which exhibitors/business/vendors can reserve space to exhibit at an event through the Internet. Also a means for attendees to pre-register to attend the event.

**Online Response** – The Bidder’s complete submission in response to a Solicitation, in other words, a “Bid” or “Proposal” done through the Internet and Comm-Pass submission.

**PMT** – See Procurement Management Team

**Press Release** - A written or recorded communication directed at a predefined audience for the purpose of communicating event information.

**Printing** - That which a department requires an event planner to reproduce or print to paper or such other surface that is requested by the department.

**Procurement Calendar** - Indicates the dates in which contract stages are taking place.

**Procurement Management Team (PMT)** - Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations evaluate Bids and award Statewide Contracts. The PMT also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Statewide Contract.

**Procurement Manager (PM)** - Procurement Manager is the OSD’s Commonwealth Contract Manager responsible for the Solicitation and resulting Statewide Contract.

**Proofs** – The final or preliminary review of all documents to be used at/or for an event must be presented to the department for signature by an authorized person representing the department or event management for approval.

**PM** – See Procurement Manager.
**Purchasing Entity** – Same as “Eligible Entity.”

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

**Response** – The Bidder’s complete submission in response to a Solicitation, in other words, a “Bid” or “Proposal.”

**Signage** - Involves information communicated on a printed surface: poster board, foamcor, banners or electronic display for use at an event offering directions, event information, pricing or other related information. ALL signage will be approved by the department with proofs developed before final versions are developed. For electronic medium a text will be conveyed to the department for approval.

**Sponsorships** – The support offered by a business/vendor/exhibitor with qualifications defined by department and/or event planner related to a fee. Sponsorship fees can be established with varying levels to be identified with an accounting of the related fees in a spreadsheet. It is suggested that all sponsorships be recognized at the events in a printed format, PowerPoint presentation, program book, signage or through announcements. Added exposure through websites and emails is also suggested.

**Statement of Work** - The written agreement that takes place between Vendors and a Department, in which details for the goods and services are specified. The Statement of Work (SOW) will further clarify and emphasize what is expected for a specific event.
PRF41, Event Planning Services -- RFR Submission Checklist

Important: Download this document, complete it electronically, and submit in accordance with RFR submission instructions.

<table>
<thead>
<tr>
<th>Check</th>
<th>Required and optional submissions</th>
<th>File Type</th>
<th>File Name</th>
<th>Required For:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>1. RFR Checklist</td>
<td>MS Word (.doc)</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>2. Certifications and Affiliations (narrative)</td>
<td>MS Word (.doc)</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>3. Copy of Registration with Secretary of Commonwealth of Massachusetts or State in which entity is organized.</td>
<td>Single file, .pdf, .jpg or .gif</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>4. Business Resume (narrative)</td>
<td>MS Word (.doc)</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>5. Business Background - Organization, Capacity and Quality (narrative)</td>
<td>MS Word (.doc)</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>6. Financial Disclosures (narrative)</td>
<td>MS Word (.doc)</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>7. Three Independent Business References (form provided)</td>
<td>Paper documents— Each must be submitted to the address of the contact listed in the Issuer(s) tab on Comm-PASS</td>
<td>Business References sent directly from References to PMT as directed in RFR</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>8. Cost Table (form provided)</td>
<td>MS Word (.doc)</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>9. Prompt Payment Discount Form (form provided)</td>
<td>MS Word (.doc)</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>10. AMP Plan(s), (form provided AND current copy of the AMP Partner(s) SOMWBA M/WBE certification letter(s).)</td>
<td>Single file, submitted in one of the following formats—.pdf, .jpg or .gif</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>11. Participation in STAR Exposition (narrative)</td>
<td>MS Word (.doc)</td>
<td>See RFR “File Naming Conventions”</td>
<td>ALL</td>
</tr>
<tr>
<td>☐</td>
<td>12. Bidder’s Massachusetts SOMBWA certification</td>
<td>Single file, .pdf, .jpg or .gif</td>
<td>See above</td>
<td>SOMWBA certified M/WBE bidders only</td>
</tr>
</tbody>
</table>

Bidders must be prepared to submit the Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Massachusetts Substitute W-9 Form, NOT the IRS Version), and the Contractor Authorized Signatory Listing within seven calendar days of notice that they have been selected for contract award.

I hereby certify that I have read the Solicitation PRF41 and all documents referenced therein, that this proposal is in compliance with all mandatory requirements, and that all RFR requirements regarding the Contractor’s actions if awarded a Contract will be met. I understand the reporting requirements and penalties and acknowledge that reports must be submitted on time regardless of whether my company receives a reminder to do so. I understand the requirements to notify the PMT in the event that contact information changes, and to provide advance notification of changes in name or Tax Identification Number.

☐ I am an authorized signatory of the company, and I have read and agreed with the above terms. My name and/or title will appear on the Contractor Authorized Signatory Form when it is submitted in hardcopy if my company is awarded a PRF41 contract.

Name:

Title:
Participation in the Annual OSD Marketing Events (STAR and EPP Vendor Fair)

OSD hosts two annual marketing and training events to educate public purchasers on the commodities and services available on statewide contracts, to highlight innovative Environmentally Preferable Products and to provide marketing and networking opportunities to the business community.

**STAR** (Statewide Training And Resource Exposition) takes place in the Spring (April or May) of each year and the Environmentally Preferable Products (EPP) **Vendor Fair and Conference** is conducted in the Fall (October or early November). Both events are well attended by public purchasers representing all Commonwealth agencies, cities and towns across the Commonwealth, independent authorities, higher education and eligible not for profit human and social service organizations.

The one-day **STAR** event is held in Boston at the Bayside Expo Center and the exhibitors are limited to only statewide contractors. The cost to exhibit is approximately $1,000. OSD believes that the STAR event is important for two reasons: first, it provides public purchasers with an opportunity to meet over 300 statewide contractors at one event and receive important information on new products, services and technology. For a statewide contractor, it provides an opportunity to meet and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

The one-day **EPP Vendor Fair and Conference** event is held in Worcester at the DCU Center (formerly the Centrum Centre). The target audience is the same as STAR but with a focus on EPPs (e.g. products made with recycled content, or those able to save energy, conserve water or other resources, reduce waste, etc.). The exhibitors are both statewide contractors and businesses that offer EPPs and would like to be doing more business with the state. The estimated cost to exhibit is $600. The key benefits include the opportunity for EPP vendors to showcase their companies to over 1000 attendees from this huge buying group, and make contacts with a host of facility and environmental managers. The event also offers unique incentives to attract new customers and works with exhibitors after the show to stay in contact with those potential clients.

Both these events continue to evolve to meet the needs of the exhibitors and attendees and commitments made to attend one or both events are made for the duration of the contract. OSD believes that these events have significant marketing value and are extremely cost effective. Please indicate whether, if awarded a statewide contract, your company will commit to exhibiting at the annual STAR event and/or the EPP event:

- [ ] Yes, I will commit to exhibit at the annual STAR event
- [ ] Yes, I will commit to exhibit at the annual EPP event
- [ ] No, I cannot commit to either at this time
Tax Compliance Certification
Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

___________________________________________
Signature of person submitting bid or proposal

___________________________________________
Name of business
Pursuant to Executive Order 390, any contract with a potential financial benefit of $50,000 or more requires a bidder to complete applicable sections of this form and include the required attachments for consideration in the scoring of their submission for any contracting opportunity with the Commonwealth of Massachusetts. **Bidders must submit one form for each M/WBE AMP Relationship.**

Bidder Name:

RFR Name/Title:  
RFR Number:

Contact Name:

Phone:  
Fax:

Email address:

Company Address:

Is bidder SOMWBA certified?  N/A  Yes  No  Applied for certification

**Affirmative Market Program Partner (not bidder)**

M/WBE Contact Name:

M/WBE Company Name:  
M/WBE Company Address:

M/WBE Telephone:  
M/WBE Email:

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

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

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

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

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

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

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

   Committed Expenditures or Percentage Year 1:

   Committed Expenditures or Percentage Year 2:

   Committed Expenditures or Percentage Year 3:

   Committed Total Expenditures or Percentage For All Years In the Contract

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

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

   

   Updated 11/1/05  AMP Form
3. **Please complete this section ONLY if the business relationship is Ancillary:**

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

<table>
<thead>
<tr>
<th>Committed Expenditures: Year 1: $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committed Expenditures: Year 2: $</td>
</tr>
<tr>
<td>Committed Expenditures: Year 3: $</td>
</tr>
<tr>
<td>Committed Total Spend for Use in Contract:</td>
</tr>
<tr>
<td>Description of commodities/services to be provided by Ancillary Partner:</td>
</tr>
</tbody>
</table>

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

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

5. **Please complete this section for consideration ONLY relating to any Additional Incentives:**

Please provide a description of any current creative approaches to partnering with certified businesses (attach additional pages as necessary):

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

<table>
<thead>
<tr>
<th>Signature of Authorized Signatory of Bidder:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: / /</td>
</tr>
<tr>
<td>Print Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Business Name: Business Address:</td>
</tr>
</tbody>
</table>

Updated 11/1/05
Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller’s Vendor Web system using the Vendor/Customer Code assigned to you by a Commonwealth department.

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

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

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

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

<table>
<thead>
<tr>
<th>Prompt Payment Discount %</th>
<th>Payment Issue Date w/in</th>
</tr>
</thead>
<tbody>
<tr>
<td>5% - 10 Days</td>
<td>10 Days</td>
</tr>
<tr>
<td>4% - 15 Days</td>
<td>15 Days</td>
</tr>
<tr>
<td>3% - 20 Days</td>
<td>20 Days</td>
</tr>
<tr>
<td>2% - 30 Days</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

If no discount is offered enter 0%