Request for Response (RFR)

Document Title: CNB Outreach Support

COMMBUYS Bid#: BD-22-2018-CNB-CNB3-71816

February 25, 2022

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on [COMMBUYS](http://www.commbuys.com/) (www.COMMBUYS.com). All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Help Desk at OSDHelpDesk@mass.gov or the COMMBUYS Helpline at 1-888-627-8283. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk County holidays.

[1 RFR Introduction and General Description 1](#_Toc96441034)

[1.1 Procurement Scope and Description 1](#_Toc96441035)

[1.2 Background information 2](#_Toc96441036)

[1.3 Number of awards 2](#_Toc96441037)

[1.5 Acquisition Method(s) 2](#_Toc96441038)

[1.6 Eligible Entity 2](#_Toc96441039)

[1.7 Contract Duration 2](#_Toc96441040)

[1.8 Estimated Value of the Contract 3](#_Toc96441041)

[1.8.1 Basis for estimated dollar value for this Contract (including all options to renew) 3](#_Toc96441042)

[2 Estimated Procurement Calendar 3](#_Toc96441043)

[2.1 Written questions via the Bid Q&A on COMMBUYS 4](#_Toc96441044)

[2.2 Locating Bid Q&A 5](#_Toc96441045)

[2.3 Amendment Deadline 5](#_Toc96441046)

[3 Specifications 5](#_Toc96441047)

[3.1 Bidder Qualifications 5](#_Toc96441048)

[3.1.1 Overall qualifications 5](#_Toc96441049)

[3.1.2 Key Personnel Requirements 6](#_Toc96441050)

[3.1.3 Contract Management 6](#_Toc96441051)

[3.1.4 Implicit Bias Training 6](#_Toc96441052)

[3.1.5 Subcontractors 7](#_Toc96441053)

[3.1.6 Relationships with Marijuana Industry. 7](#_Toc96441054)

[3.1.7 Equity and Inclusion 8](#_Toc96441055)

[3.1.8 Approach to Deliverables 8](#_Toc96441056)

[3.1.9 References and reference information 9](#_Toc96441057)

[3.1.10 Cost of Services 9](#_Toc96441058)

[3.2 Environmental Specifications - Executive Order 515, Establishing an Environmental Purchasing Policy 9](#_Toc96441059)

[3.3 Confidentiality and Data Protection 9](#_Toc96441060)

[3.4 Service Specifications 10](#_Toc96441061)

[3.4.1 Commission Background 10](#_Toc96441062)

[3.4.2 Deliverables and Timeline 11](#_Toc96441063)

[3.4.3 Performance specifications and continued qualification 12](#_Toc96441064)

[3.5 Requirements at Contract or engagement termination 13](#_Toc96441065)

[3.6 Compensation Structure/Pricing 13](#_Toc96441066)

[3.6.1 Travel expenses and all other expenses 13](#_Toc96441067)

[4 Other Terms 14](#_Toc96441068)

[4.1 Failure to perform contractual obligations as outlined in the Standard Contract Form, Commonwealth Terms and Conditions, and this RFR may result in the following: 14](#_Toc96441069)

[4.2 Closing date 14](#_Toc96441070)

[4.3 Response Duration 14](#_Toc96441071)

[4.4 Acceptance of Responses Content 14](#_Toc96441072)

[4.5 Option to Modify Scope of Work 14](#_Toc96441073)

[4.6 Authorizations and Appropriations 15](#_Toc96441074)

[5 Audit 15](#_Toc96441075)

[6 Evaluation Criteria 15](#_Toc96441076)

[6.1 Evaluation Process 15](#_Toc96441077)

[7 HOW TO SUBMIT A quote 16](#_Toc96441078)

[7.1 Quote Submission Method 16](#_Toc96441079)

[7.2 COMMBUYS Quote Submission Training and Instructions 17](#_Toc96441080)

[7.3 COMMBUYS Support 17](#_Toc96441081)

[7.4 Bid Opening Date/Time 17](#_Toc96441082)

[7.5 Quote Contents - Electronic Signatures 18](#_Toc96441083)

[7.6 Limits and Restrictions – Document and File Format Restrictions 18](#_Toc96441084)

[7.7 Withdrawing a Quote 18](#_Toc96441085)

[7.7.1 Prior to Bid Opening Date/Time 18](#_Toc96441086)

[7.7.2 After Bid Opening Date/Time 18](#_Toc96441087)

[7.8 Additional Quote Terms - Prohibition regarding contract terms 18](#_Toc96441088)

[8 Appendix 1 – Required Terms for all RFRs 19](#_Toc96441089)

[8.1 General Procurement Information 19](#_Toc96441090)

[8.1.1 Access to security-sensitive information 19](#_Toc96441091)

[8.1.2 Alterations 19](#_Toc96441092)

[8.1.3 Ownership of Submitted Quotes 19](#_Toc96441093)

[8.1.4 Prohibitions 20](#_Toc96441094)

[8.2 Terms and Requirements Pertaining to Awarded Contracts 20](#_Toc96441095)

[8.2.1 Commonwealth Tax Exemption 20](#_Toc96441096)

[8.2.2 Vendor’s Contact Information 20](#_Toc96441097)

[8.2.3 Publicity 21](#_Toc96441098)

[9 Appendix 2 - RFR - Required Specifications 21](#_Toc96441099)

[10 APPENDIX 3 Instructions for Execution and Submission of Commonwealth Standard Forms 22](#_Toc96441100)

[10.1 Commonwealth Standard Contract Form 23](#_Toc96441101)

[10.2 Commonwealth Terms and Conditions 23](#_Toc96441102)

[10.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) 23](#_Toc96441103)

[10.4 Contractor Authorized Signatory Listing 24](#_Toc96441104)

[10.5 Prompt Payment Discount Form 25](#_Toc96441105)

[11 appendix 4 Instructions for Vendors Responding to Bids Electronically through COMMBUYS 26](#_Toc96441106)

# RFR Introduction and General Description

## Procurement Scope and Description

The Cannabis Control Commission (the **Commission**) is soliciting responses from vendors (**Vendors or Bidders**) for the acquisition of services to provide outreach and logistical support for its events and initiatives across the Commonwealth.

The Commission seeks to contract with a Vendor or Vendors that would provide support services including, but not limited to: event planning and implementation; multimedia and other content development; support to and organization of virtual and in-person conferences, job fairs, clinics, organizing and hosting focus groups; specialized outreach to non-English-speaking communities, and various affinity groups; financial administration of local advertisement payments; and other outreach activities.

This Request for Responses (**RFR** or **Bid**) will result in the selection of one or more Vendors to provide these services over an estimated initial 12-month timeframe, with a possibility of extending for an additional 12-months, for a potential total of 24-months.

Vendors may submit bids to provide either all or some of the services sought. Vendors should identify each type of services they are applying for in the Response template. Responses for each type of service will be evaluated individually.

Services are:

* Event management;
* Support for recruitment events, job fairs, various educations workshops, expungement clinics and community engagements related to social equity programs;
* Organizing and supporting focus groups on various topics from the Commission’s regulations on adult-use and medical marijuana;
* Support to and hosting outreach events to provide various stakeholders (patients, government officials, adult-use consumers, communities that have been harmed by the War on Drugs, and the general public) critical information that enhances a safe and equitable industry;
* Video production; and
* On call support for outreach events and advertising, including but not limited to support with drafting content, identifying possible outreach areas, staffing events, and ad placements.

## Background information

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

* M.G.L. c. 7, § 22; M.G.L. c. 30, §§ 51 and 52; and 801 CMR 21.00 (Goods and Services).

## Number of awards

The target maximum number of Vendors is three. This is a target number; the Commission may award more or fewer contracts if it is in the best interests of the Commission to do so. **The Commission will review submissions and award one or more contracts on a rolling basis.**

* 1. **Adding Contractors after initial Contract award**

If, over the life of the contract, the Commission determines that additional contractors should be added, these may first be drawn from qualified companies which responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the Commission, the Bid may be reopened to obtain additional quotes.

## Acquisition Method(s)

The acquisition method(s) to acquire goods and/or services from this Bid is Fee for Service.

## Eligible Entity

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

## Contract Duration

The expected duration of this contract is as follows:

| **Contract Duration** | **Number of Options** | **Number of Years/Months** |
| --- | --- | --- |
| **Initial Duration** |  | **12 months** |
| **Renewal Options** | **1** | **12 months** |
| **Total Maximum Contract Duration** |  | **24 months** |

No goods may be ordered or other agreements for services may be executed after the contract has expired unless the parties amend the agreement in accordance with the Commonwealth’s standard contract forms.

## Estimated Value of the Contract

The total estimated value of purchase(s) resulting from this Bid is not to exceed $149,999 for the initial duration of the contract. The Commonwealth makes no guarantee that any commodities or services will be purchased or any contract will be executed resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the convenience of Vendors and are not to be relied upon as any indication of future purchase levels.

### Basis for estimated dollar value for this Contract (including all options to renew)

The “Estimated Value (USD)” for this Bid was based on the following: 12 months of time working with Commission staff; reviewing prior outreach activities; and supporting Commission leadership with event planning.

#  Estimated Procurement Calendar

| **EVENT** | **DATE** |
| --- | --- |
| **Bid Release Date**  | February 25, 2022 |
| **Deadline for Submission of Questions through COMMBUYS “Bid Q&A”**  | Rolling |
| **Official Answers for Bid Q&A published (Estimated)** | Rolling |
| **Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS)**  | Rolling |
| **Notification of Apparent Successful Bidder(s) (Estimated)** | Rolling |
| **Negotiations (Estimated)**  | Rolling |
| **Estimated Contract Start Date** | Within two months of award date |

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

## Written questions via the Bid Q&A on COMMBUYS

The “Bid Q&A” provides the opportunity for Vendors to ask written questions and receive written answers from the Commission regarding this Bid. All Vendors’ questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The Commission reserves the right not to respond to questions submitted after this date. It is the Vendor’s responsibility to verify receipt of questions. Please note that any questions submitted to the Commission using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered.

The Commission may provide one answer to multiple or duplicative questions. To reduce the number of redundant or duplicate questions, Vendors are asked to review all questions previously submitted to determine whether the Vendor’s question has already been posted.

Vendors are responsible for entering content suitable for public viewing since all of the questions are accessible to the public. Vendors 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 Commission reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Bid.

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

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

## Locating Bid Q&A

Log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The “Bid Q&A” button allows Vendors’ access to the Bid Q&A page.

## Amendment Deadline

The Commission reserves the right to make amendments to the Bid after initial publication. It is each Vendor’s responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. The Commission and the Commonwealth accepts no responsibility and will provide no accommodation to Vendors who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

# Specifications

To demonstrate their qualifications, Bidders must provide the following information using the **RFR Response Template**. The following are the minimum qualifications for this Bid.

Additional requirements contained in the Appendix of this RFR.

## Bidder Qualifications

The Vendor shall have sufficient resources (human or otherwise), qualifications, and credentials to enable the Vendor(s), if selected, to perform the services contemplated by this RFR, as described in Section 1.1, in a time-efficient, reliable, and authoritative manner. Bidder Qualifications shall include the following.

### Overall qualifications

(Section B-1 of the RFR Response Template)

The Vendor, its employees, and its subcontractors (**Key Personnel**) must have demonstrated experience providing the services described in Section 1.1 and an ability to contribute to successfully providing the services required by this RFR.

### Key Personnel Requirements

(Section B-2 of the RFR Response Template)

Key Personnel must have demonstrated qualifications to (1) conduct event planning and manage event logistics; (2) organize and support the conduct of focus groups; (3) support staff in multimedia content development; (4) carry out the aforementioned services in (1) to (3), of this section 3.1.2, in non-English languages; or (5) administer advertisement payments. The Vendor(s) should have sufficient staff to assist or replace Key Personnel assigned to coordinate logistical and substantive aspects of contract performance.

### Contract Management

(Section B-3 of the RFR Response Template)

The Vendor must manage and supervise its Key Personnel to ensure satisfactory and timely contract completion according to the required schedule. The Vendor(s) shall identify the Key Personnel that will be responsible for managing a contract and communicating/coordinating with the Commission’s primary contact, including, but not limited to, with respect to meetings, status reports, and project management.

### Implicit Bias Training

(Section B-4 of the RFR Response Template)

Prior to submission of the first Deliverable, Contractor must provide evidence or certify to the Commission that each identified Key Personnel has completed an implicit bias training within the previous 12 months, or substantially similar diversity, equity, and inclusion training, or has experience that, to the satisfaction of the Commission’s point of contact, qualifies Key Personnel to work in an equitable and inclusive fashion with diverse communities, including those historically marginalized or disproportionately impacted by the prohibition of cannabis.

### Subcontractors

(Section B-5 of the RFR Response Template)

The selected Vendor(s) will be responsible for and perform all the duties and requirements of the contract. Vendors must identify any subcontractor, third party provider or affiliated business partner that will or may be used to conduct any of the work described in this RFR, including the names of these entities, summaries of their qualifications, experience, and duties and responsibilities for performance.

Any subcontractor, third party providers, or affiliated business partners must have demonstrable knowledge, ability, and experience relevant to the portion of the work which the subcontractor or partner is designated to perform. If selected, a Vendor(s) shall be liable for all provisions of the contract and ensuring any subcontractors comply with the requirements of such contract. Vendor shall be responsible for executing any subcontracts or licensing agreements with subcontractors.

### Relationships with Marijuana Industry.

(Section B-6 and B-7 of the RFR Response Template)

Vendors must disclose any and all monetary and non-monetary affiliations or relationships with the marijuana industry. All affiliations or relationships with the marijuana industry, including all affiliations or relationships with current and prospective applicants and licensees of the Commission, must be disclosed with the proposal and throughout the life of the contract. Based on information received from Vendor(s), the Commission shall have the final discretion as to whether an affiliation is disqualifying.

As a requirement of any contract, prior to developing any new affiliations or business relationships with any Commission applicant or licensee, the Vendor(s) must disclose such potential relationship. Vendors will also be prohibited from initiating or soliciting a new business relationship with Commission applicants or licensees, though may respond to solicitations initiated by an applicant or licensee, subject to disclosure in accordance with the preceding sentence.

### Equity and Inclusion

(Section B-8 of the RFR Response Template)

Vendor(s) must provide at least 3 examples of their work with historically marginalized communities. Vendor(s) must describe experience, approach, and qualification to work with disproportionately impacted or historically marginalized communities. The Vendor must demonstrate that it possesses the ability to incorporate such considerations in the multi-faceted aspects of outreach.

In addition to these examples submitted in section B-8 of the RFR Response Template, the Vendors may also attach the following documents, if applicable, to be considered for consideration:

* + 1. Small Business Purchasing Program certification;
		2. Supplier Diversity Program certification or equivalent; and/or
		3. Supplier Diversity Plan Form #1

### Approach to Deliverables

(Section B-9 of the RFR Response Template)

Vendor(s) must describe how it would approach the work and applicable deliverables described in Section 3.4.2, including a timeline for each deliverable. Vendor(s) may recommend alternate timelines and deliverables for consideration. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The Quote should describe how any alternative achieves substantially equivalent or better performance to that of the Bid specifications. The Commission in its sole discretion will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Bid is to provide the best value of commodities and/or services to achieve the goals of the procurement.

### References and reference information

(Section B-10 of the RFR Response Template)

Vendors should provide a minimum of 3 references. References may be from either private sector or public sector clients.

### Cost of Services

(Section C of the RFR Response Template)

Vendor(s) must include a breakdown of the cost of services, either in terms of hourly rates of Key Personnel or fixed-price cost per activity. (See Section 3.5).

## Environmental Specifications - Executive Order 515, Establishing an Environmental Purchasing Policy

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

## Confidentiality and Data Protection

During the course of any agreement, the Vendor(s) shall have an obligation to protect confidential or sensitive information, data owned by the Commission, data secured through data use agreements, and systems owned and operated by the Commission, which may relate to the Commission’s internal policies and procedures, and government document(s). Any contract executed pursuant to this RFR will contain confidentiality and data protection provisions, including, without limitation, those included in the Commonwealth Terms and Conditions and the Instructions for the Standard Contract Form.

In accordance with confidentiality terms to be agreed to in an executed Contract, upon completion of the engagement, the Vendor will transfer all materials, including notes and presentations, to the Commission. These materials may be subject to public records release. After the termination of the Contract, the Vendor and its designees agree not share with other clients or third parties written or oral protected, confidential or sensitive information about the Commission’s internal policies and procedures, and government document(s). Vendor will also be required to comply with data protection requirements to ensure that any data or Commission information systems accessed by Vendor(s) are protected from security breach or disclosure.

## Service Specifications

### Commission Background

On November 8, 2016, Ballot Question 4 “Legalize Marijuana” passed with 53.6% of the vote. At that time, Massachusetts joined seven other states, in addition to the District of Columbia, which legalized marijuana for adult-use (a.k.a., recreational use). The resulting law, Chapter 334 of the Acts of 2016, The Regulation and Taxation of Marijuana Act, which was amended by Chapter 55 of the Acts of 2017, An Act to Ensure Safe Access to Marijuana, delegated to the Commission authority over the adult-use program.

In September 2017, the Governor, Treasurer, and Attorney General appointed five Commissioners to serve in full-time positions. The Commission is subject to a heightened Code of Ethics. The agency is currently staffed by over 70 employees, including Commissioners and the Executive Director.

The mission of the Commission is to honor the will of the voters of Massachusetts by safely, equitably, and effectively implementing and administering the laws enabling access to medical- and adult-use cannabis in the Commonwealth. To achieve this mission, the Commission strives to foster the creation of a safely regulated industry that creates entrepreneurial and employment opportunities and incremental tax revenues in and to communities across the Commonwealth. The Commission developed policies, procedures, and a regulatory structure to encourage and enable full participation in the marijuana industry by people from communities that were previously disproportionately harmed by marijuana prohibition and enforcement and positively impact those communities. The Commission strives to build an industry that prioritizes participation by small and large participants and with full and robust participation by people of color, women, and veterans.

To achieve its mission, the Commission has programs and projects to support engagement with, people and communities that have been disproportionately impacted by the War on Drugs, medical marijuana patients and caregivers, local and state government, cannabis workforce, ancillary business owners, and applicants for marijuana business licenses. While the Commission has a variety of educational, programmatic, media, and public education initiatives to engage these constituents, the growing Community Outreach department lacks resources to reach some communities and stakeholders in a manner that engages diverse constituents in a variety of languages, modes, and media types.

### Deliverables and Timeline

As part of this contract, the Commission expects the deliverables listed below to be completed. The Commission anticipates engaging with three vendors who may be assigned one or more of the deliverables based on expertise.

|  |  |
| --- | --- |
| **Overarching Deliverables** | **Estimated Timeline** |
| Initial Kickoff Meeting to ensure understanding of workplan and approach. | Within 3 weeks of execution of a contract, or such other time as may be approved by the Commission. |
| Draft workplan for how the vendor and Commission staff will work together, timeline of events, and potential events and organizations for outreach | Within 5 weeks of execution of a contract, a draft work plan for agreement with Commission staff |
| Social Equity Program recruitment events, job fairs, various educations workshops, expungement clinics and community engagements. | Throughout state fiscal year 2022 and 2023 |
| Focus groups that inform policy, public education, and other Commission priorities. | Varies by project |
| Outreach events to provide various stakeholders (patients, government officials, adult-use consumers, communities that have been harmed by the War on Drugs, and the general public) critical information that enhances a safe and equitable industry | Varies by project |
| Video production | Varies by project |
| On call support for outreach events and advertising, including but not limited to support with drafting content, and identifying possible outreach areas | Throughout engagement at the request of the Commission |
| Financial administration of local advertisement payments | Throughout engagement at the request of the Commission |
| Meetings and consulting with Commission staff | Varies by project |

### Performance specifications and continued qualification

The Vendor’s performance will be compliant with what has been requested and agreed to in the final contract and memorialized in Project Plans. The following performance areas will be subject to measurement:

* Timely delivery (e.g., commodities, services, reports, billing);
* Responsiveness to Commission inquiries;
* Quality of deliverables;
* Implementation of feedback from Commissioners and Commission staff;
* Performance targets/benchmarks as agreed to in contract and work plan; and
* Adherence to policies and procedures of the Commonwealth and Commission.

To ensure performance monitoring, the selected Vendor(s) at designated times, will be required to update the Commission on progress toward the goals of the engagement.

The Vendor will provide all materials needed to execute its work. Access to Commission IT systems will be limited based on the scope of the contract.

## Requirements at Contract or engagement termination

Upon the selection of the successful Vendor(s), the Commission will draft a Statement of Work and other required forms (See Appendix 3). The Commission will share a draft contract with the selected Vendor(s) to begin negotiations. Upon mutual agreement by Vendor(s) and the Commission, the Commission will circulate execution drafts for electronic execution.

##  Compensation Structure/Pricing

Compensation for these services will be project-based fixed cost or hourly based, depending on the responses submitted by Vendor(s) and that will result in the best value to the Commonwealth.

All payments under the contract will be made in accordance with the Commonwealth’s bill paying policy.

### Travel expenses and all other expenses

The Commission will not pay for travel or other expenses of Vendor(s). Vendor(s) must provide for all of their own travel, meals, and incidental expenses or include those costs as part of a project-based price.

# Other Terms

## Failure to perform contractual obligations as outlined in the Standard Contract Form, Commonwealth Terms and Conditions, and this RFR may result in the following:

Termination;

Suspension;

Adding additional contractors;

Cover/Replacement Costs; or

Liquidated Damages.

## Closing date

Responses received after the response due date and time specified in this RFR (the “**bid opening date**”) will be rejected. Requests for extensions of time for submitting responses cannot be granted. Responses become the property of the Commonwealth of Massachusetts.

## Response Duration

The Vendor’s response shall remain in effect until any contract with the Vendor is executed or the Vendor withdraws its proposal.

## Acceptance of Responses Content

The entire contents of the Vendor(s)’s response shall be binding on the Vendor. The specifications and contents of a successful Vendor’s response may be incorporated into a contract.

## Option to Modify Scope of Work

The Commission reserves the right, at its sole discretion and at any time after release of the RFR and during to modify, increase, reduce or terminate any requirements of the procurement, whenever the Commission deems necessary or reasonable to reflect any change in policy or program goals. The Commission additionally reserves the right, at its sole discretion and at any time after release of the RFR and to amend the procurement to implement state or federal statutory or regulatory requirements, judicial orders, settlement agreements, or any state or federal initiatives or changes affecting Commission. In the event of a change in the scope of work, Commission will provide written notice to the Vendor and will initiate negotiations with the Vendor.

## Authorizations and Appropriations

Any contract awarded under this RFR is subject to all necessary federal and state approvals, as applicable, and is subject to appropriation of sufficient funding, as determined by Commission.

# Audit

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

# Evaluation Criteria

Vendor scores will be used to rank Vendors to determine which Vendor(s) will proceed to subsequent stages of the evaluation and/or enter into negotiations with the Commission to receive a contract award.

##  Evaluation Process

The RFR Evaluation Process will be conducted in three phases.

Phase I Review will be conducted for all proposal submissions. The purpose of the Phase I Review is to eliminate any bids that are nonresponsive to the requirements of the RFR and identify conflicts of interest with the Vendor(s). Bids that are deemed to be qualified based on the Phase I Review will receive additional review (Phase II Review) based on the scoring criteria below. Phase III will consist of contract negotiations to ensure selected Vendor(s) and the Commission can come to a mutual agreement.

1. Phase I Review: Vendors’ responses will be reviewed based on listed criteria and completeness of response in the RFR Response Trmplate, including mandatory attachments and compliance with submission criteria. Bids that do not comply with these components may be rejected and not proceed to Phase II Review. The Commission reserves the right to waive or permit cure of non-material errors or omissions and to take any other measures with respect to this RFR in any manner necessary to serve the best interests of the Commission and its staff.
2. Phase II Review (Total 100 points): Qualified bids, based on the Phase I Review, will be considered for additional review in Phase II. The following components will be some of the criteria considered by the team when evaluating each quote:
	1. Vendor profile
	2. Qualifications
	3. Quality of proposed approach to deliverables and timeline
	4. Costs
	5. Commitment to Equity and Inclusion

1. Phase III Review: Vendor(s) with the highest scores after the Phase II Review will be invited to negotiate a contract. The Commission may negotiate with multiple Vendors, but ultimately award a contract to Vendor(s) with which the negotiated terms represent the best value for the Commonwealth under mutually agreed terms.

# HOW TO SUBMIT A quote

All Vendors may begin creating and compiling Quote materials as soon as the Bid with all attachments is in the Sent document status. As outlined in Section 3, Vendors must submit their responses within the RFR Response Template.

## Quote Submission Method

Online Quote Submission via COMMBUYS is required.

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

## COMMBUYS Quote Submission Training and Instructions

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

* **Appendix 3, Instructions for Vendors Responding to Bids Electronically through COMMBUYS, which is part of this document;**
* An online job aid on [How to Create a Quote](http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/commbuys/job-aids-for-sellers.html);
* Webcast video on [How to Find Bids (Solicitations) and Submit Quotes (Responses) through COMMBUYS](https://www.youtube.com/watch?v=UhUTNokbhfY).

## COMMBUYS Support

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

**Website:** Go to [www.mass.gov/osd/commbuys](http://www.mass.gov/osd/commbuys) and select the COMMBUYS Resource Center link offered under Key Resources.

**Email:** Send inquiries to the COMMBUYS Helpdesk at OSDHelpDesk@mass.gov

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

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

## Bid Opening Date/Time

All Bids must be submitted in COMMBUYS before the specified date, month, year and time displayed as the Bid Opening Date/Time in the Header Information section of the Bid in COMMBUYS. Times are Eastern Standard/Daylight Savings (US), as applicable. All Vendors 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 Vendor or their agents, or for a Vendor’s local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record.

## Quote Contents - Electronic Signatures

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

## Limits and Restrictions – Document and File Format Restrictions

Vendors should only submit their response via the RFR Response Template as a Word document. ).

## Withdrawing a Quote

### Prior to Bid Opening Date/Time

Quotes may be withdrawn using the “Withdraw Quote” button offered under the Summary tab of a submitted Quote.

### After Bid Opening Date/Time

No Quote can be withdrawn after the Bid Opening Date/Time. If the Vendor wants to remove a Quote from consideration, contact the Commission’s project lead for guidance.

## Additional Quote Terms - Prohibition regarding contract terms

Vendors must not, as part of their Quote, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR. It is essential for the Commission that all contracts can be depended upon to incorporate the same terms. Contractors who wish to propose additional non-conflicting contractual terms, or supplemental or clarifying language, may do so ONLY on a case-by-case basis, negotiated for each specific engagement and memorialized in the Statement of Work during Phase III of the evaluation process.

# Appendix 1 – Required Terms for all RFRs

## General Procurement Information

### Access to security-sensitive information

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

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

### Alterations

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

### Ownership of Submitted Quotes

The Commission shall be under no obligation to return any Quotes or materials submitted by a Vendor in response to this Bid. All materials submitted by Vendors become the property of the Commonwealth of Massachusetts and will not be returned to the Vendor(s). The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Vendor’s Quote, whether or not the Quote is selected for Contract award.

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

### Prohibitions

Vendors are prohibited from communicating directly with any employee or any member of the Commission regarding this RFR except as specified in this RFR. No other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Vendors may contact the contact person using the contact information provided in the Header Information of this Bid in the event that this RFR is incomplete or information is missing. Vendors experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the [COMMBUYS Helpdesk](#_SmartBid_Support) (see the document cover page for contact information).

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

## Terms and Requirements Pertaining to Awarded Contracts

### Commonwealth Tax Exemption

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

### Vendor’s Contact Information

It is the Vendor’s responsibility to keep the Vendor’s Contract Manager information current. If this information changes, the Vendor must notify the Contract Manager by email immediately, using the address listed in the Bid.

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

### Publicity

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

# Appendix 2 - RFR - Required Specifications

The terms of *801 CMR 21.00: Procurement of Commodities and Services* are incorporated by reference into this RFR. Words used but not defined in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Other terms not defined elsewhere in this document or 801 CMR 21.00 may be defined in OSD’s [Glossary of Terms](http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/glossary-of-terms.html). Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

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

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

It is each Vendor’s responsibility to check COMMBUYS for:

Any amendments, addenda or modifications to this Bid, and

Any Bid Q&A records related to this Bid.

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

COMMBUYS Registration. Vendors may elect to obtain a free COMMBUYS Seller registration which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records.  However, in order to respond to a Bid, Vendors must register and maintain an active COMMBUYS Seller account.

All Vendors submitting a Quote (previously referred to as Response) in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) Vendor understands and acknowledges that all references to the Comm-PASS website or related requirements throughout this RFR, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, successful Vendors will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which Vendors must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the [COMMBUYS Resource Center](http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/commbuys/quick-click-resource-center.html).

# APPENDIX 3 Instructions for Execution and Submission of Commonwealth Standard Forms

Vendors must, **if notified of Contract award**, execute the following six (6) forms: 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, Electronic Funds Transfer Form, and Prompt Pay Discount Form. Do not submit these forms until instructed to do so.

## Commonwealth Standard Contract Form

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit.

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

If the Vendor does not have a Vendor Code beginning with “VC,” or does not know what their Vendor Code is, the Vendor should leave the Vendor Code field blank. The Vendor 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 that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

## Commonwealth Terms and Conditions

The applicable Commonwealth Terms and Conditions, as indicated in the Standard Contract Form, are incorporated by reference into an executed Standard Contract Form. By executing the Standard Contract Form as described in Section 10.1 of this RFR, Vendor(s) agree to the provisions of the applicable Commonwealth Terms and Conditions.

## 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 or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Vendor has already submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Vendor’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 Vendor’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.

## Contractor Authorized Signatory Listing

Sign electronically as described above; **if notified of Contract award**, complete as directed below.

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 Vendor. Vendors 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.

## 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 Contracts and on the Prompt Payment Discount Form itself, all Vendors must execute this form. After entering the “Vendor Name” and “Date of Offer for Prompt/Early Payment Discount”, the Vendor 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 Vendor from offering a prompt payment discount, the Vendor must document this fact and provide supporting information. If awarded a contract, the final negotiated prompt payment discounts should be reflected on the Commonwealth Standard Contract Form.

# appendix 4 Instructions for Vendors Responding to Bids Electronically through COMMBUYS

**Introduction**

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

**Steps for Bidders to Submit a Quote**

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

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

* 1. Purchaser
	2. Department
	3. Contact for this bid
	4. Type of purchase
		1. Open Market
		2. Blanket
	5. Pre-Bid Conference details (if applicable)
	6. Ship-to and Bill-to addresses
	7. Any attachments to the bid, which may include essential bid terms, response forms, etc.

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

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

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

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

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

The following messages are received:

Terms & Conditions is not acknowledged – to resolve this, click on the Terms & Conditions tab and accept the terms. Your quote has not been submitted – information message; no action required

1. Click on the Terms & Conditions Tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote can be submitted. If your acceptance is subject to any exceptions, those exceptions must be identified here. Exceptions cannot contradict the requirements of the RFR, or required Commonwealth standard forms and attachments for the bid. For instance, an RFR may specify that exceptions may or will result in disqualification of your bid.
2. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
3. The item opens. Input all of your quote information and click **Save & Exit**.
4. **CONFIDENTIAL INFORMATION**: If documents uploaded in your quote response contain confidential information (security sensitive, EFT, W9, Commonwealth Terms and Conditions), **you must mark each item as confidential**. The confidential column on the Attachments view allows the user to select whether the attached form is confidential or not. Place a check box under the confidential column for each confidential attached form.
5. Click on the **Attachments** Tab. Follow the prompts to upload and name all required attachments and forms and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click **Save & Continue**. After you have uploaded all required documents click **Save & Exit**. Be sure to review your attachments to make sure each required document has been submitted.
6. Click the Summary tab. Review the information and update/correct, as needed. If the information is correct, click the **Submit Quote** button at the bottom of the page.
7. A popup window displays asking for verification that you wish to submit your quote. Click **OK** to submit the quote.
8. The Summary tab redisplays with an updated Status for the quote of **Submitted**.
9. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the COMMBUYS Help Desk at OSDHelpDesk@mass.gov

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

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