Commonwealth of Massachusetts

Massachusetts State Lottery Commission
(MSLC)

REQUEST FOR RESPONSE (RFR)

for

Custodial Services

RFR #LOT 1203

Release Date: October 31, 2011

Response Due Date: December 13, 2011 1:00PM

IMPORTANT
PREVAILING WAGES

All work performed under any contract resulting from this RFR must conform to Massachusetts General Laws, chapter 149, sections 26 and 27 for Prevailing Wage Rates on public works projects. Attachment O applies to this project.

GENERAL INFORMATION

General Information - The terms of 801 CMR 21.00: Procurement of Commodities and Services is incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. All terms, conditions, requirements, and procedures included in this RFR must be met for a Response to be determined responsive. If a Bidder fails to meet any material term, condition, requirement or procedure, its Response may be deemed unresponsive and disqualified.

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, equipment must be new and of current manufacturing models and unused, and all cost proposals or figures in U.S. Currency. All Responses must be submitted in accordance with the specific terms of this RFR. No electronic Responses may be submitted in response to this RFR. The MSLC will not assume nor be liable for any costs incurred by the Bidder in preparing and/or submitting a response to this RFR.

TERMS AND CONDITIONS

Access to Security-Sensitive Information. - This solicitation contains security-sensitive information which, pursuant to MGL c. 4, s. 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 M.G.L. c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the commonwealth.

Qualified prospective bidders that are interested in accessing this information for the purpose of preparing a bid response must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

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

Alternatives- A response which fails to meet any material term or condition of the RFR, 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 RFR 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 RFR specifications.

The MSLC will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contractors may also propose alternatives for equivalent, better or more cost effective performance than specified under the contractor's original response to enable the department to take advantage of enhanced technologies, commodities or services which become available during the term of the contract.

Arrearages- By submitting a response to this solicitation, each bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Master Contract if selected for Master Contract award.

Best Value Selection and Negotiation- The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the

original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

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

Business Profile/Change in Financial Condition- The MSLC reserves the right to request, at MSLC expense through the reporting system in place at the time, a business profile and financial condition report on any corporation, parent company, directors, principals, officers, partnerships or sole proprietorships involved in submitting a response to this RFR.

In addition, the MSLC reserves the right to obtain, from sources other than the vendor, information concerning the vendor, the vendor's capabilities and the vendor's performance under other contracts which the MSLC deems pertinent to this RFR and to consider such information when making an award.

Vendors shall be required to immediately inform the Executive Director of the MSLC in writing of any major change in the financial condition or organization of the company. Misrepresentation or failure of the Vendor to notify the MSLC shall be grounds for contract award cancellation and/or termination.

Comm-PASS- If this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced are incorporated by reference into the RFR and are available as separate files within the Forms tab and Specifications tab of the Comm-PASS Solicitation record. OSD Forms are also available at www.mass.gov/osd under the Related Links section. While Comm-PASS offers optional, value-added, automated Comm-PASS Subscription Service on an annual-fee basis, all bidders are solely responsible for obtaining and completing the required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability for and will provide no accommodation to bidders who fail to check for amended RFRs/Requests for Quotes (RFQs) or any other procurement opportunities and subsequently submit inadequate or incorrect responses. Bidders are advised to check the Last Changed Date field on the Summary page or the Amendment History within the Other Information tab of RFRs for which they intend to submit a response in order to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Comm-PASS Subscription Service- The Comm-PASS Subscription Service is sponsored by the Operational Services Division. This service offers a prospective bidder a secure, web-based desktop that contains tools to track and manage postings including solicitation announcements, Request for Responses (RFRs), and Contracts that match the subscriber-designated set of categories and sub-categories on the Commonwealth's Procurement Access and Solicitation System (Comm-PASS).

Comm-PASS Basic Service will provide a subscriber with:

- Secure web-based desktop within Enhanced Comm-PASS for document management.
- A customizable profile reflecting the bidder's product/service areas of interest.
- Refined commodity and service categories and sub-categories.
- Full-cycle, automated email alert whenever a solicitation of interest is posted or updated.
- Access to Online Bidder Forums to allow for virtual attendance and participation.
- Tools to submit bids electronically to an encrypted lock-box.

Every public purchasing entity within the borders of Massachusetts may post their solicitations on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for reviewing and responding electronically to public solicitations in Massachusetts. Fees for the Comm-PASS Subscription Service are based on costs to operate, maintain and develop the Comm-PASS system.

Conflict of Interest- Prior to the award of any contract, the vendor shall certify in writing to the procuring agency that no relationship exists between the vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the vendor and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project shall, prior to the completion of this project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The bidder shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

Contract Award- The Contract will be awarded to the Vendor with the lowest overall cost that has met all mandatory performance and business specifications provided it is the *"best value"* for the Commonwealth of Massachusetts. A procurement will be considered in the best interest, or the *"best value"* when it: 1) supports the achievement of required performance outcomes; 2) generates the best quality and economic value; 3) is performed timely; 4) minimizes the burden on administrative resources; 5) expedites simple or routine purchases; 6) allows flexibility in developing alternative procurement and business relationships; 7) encourages competition, encourages the continuing participation of quality Vendors; and 8) supports Commonwealth and Department procurement planning and implementation. [801 CMR 21.01 (1)]

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

Contract Documents - The contract between the MSLC and the successful Vendor will include as integral parts thereof:

- **Commonwealth Terms and Conditions (See Attachment A)**
- **Standard Contract Form (See Attachment B)**
- **This RFR and amendments thereto**
- **Vendors response and amendments thereto**

In the event of a conflict in language between any of the above mentioned documents, the provisions and requirements set forth or referenced in the Commonwealth Terms and Conditions and this RFR with the amendments shall govern. In the event that an issue is addressed in the response that is not addressed in the RFR, no conflict in language shall be deemed to occur.

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

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

Electronic Communication/Update of Bidder's/Contractor's Contact Information- It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT)- All bidders responding to this RFR will be required 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. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. 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 VendorWeb site (www.mass.gov/osc). Click on MASSfinance.

Successful Bidders will be required to enroll in EFT as a contract requirement by completing the *Authorization for Electronic Funds Payment Form*. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request. If the Bidder is already enrolled in the program, the bidder will be able to indicate so in its response. 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.

Emergency Standby Commodities and/or Services- Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors. Contractors may be called upon to supply and/or deliver to the MSLC on a priority basis such commodities and/or services currently under contract. Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFR.

Environmentally Preferable Products and Services- The MSLC and the contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPP's) when such products are readily available at a competitive cost and satisfy the MSLC's performance needs.

Environmental Response Submission Compliance- In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

Estimated Provisions- The Commonwealth makes no guarantee that any Commodities or Services will be purchased from any Contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

Freight- Unless otherwise specified, all products and services shall be "FOB Destination". The MSLC will not assume any separate freight, mileage, travel time or any other associated charges in addition to the bid price. Any charges of this nature must be included in the bid price.

HIPAA: Business Associate Contractual Obligations - Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

Information Technology - All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Procedures promulgated by the Commonwealth's CIO. Non-conforming IT systems cannot be deployed unless

the purchasing agency and their contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology Policies, Standards and Procedures, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

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

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

Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions. Required for the following object codes within the "Expenditure Classification Handbook" as issued by the Office of the Comptroller:

CODE	TITLE
U01	Telecommunications Services Data
U02	Telecommunications Services Voice
U03	Software and Information Technology (IT) Licenses
U04	Information Technology (IT) Chargeback
U05	Information Technology (IT) Professionals
U06	Information Technology (IT) Cabling
U07	Information Technology (IT) Equipment
U08	Information Technology (IT) Equipment TELP Lease-Purchase
U09	Information Technology (IT) Equipment Rental or Lease
U10	Information Technology (IT) Equipment Maintenance and Repair
U75	Advance Administrative Expenses
U98	Reimbursement for Travel Expenses for IT Professionals

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.

Insurance- Vendor shall maintain, throughout the term of the contract the type of insurance as set forth below:

Workers Compensation Insurance for officers, employees and agents employed in connection with this contract in accordance with applicable law, including the laws of the Commonwealth of Massachusetts as well as the laws of any other state where the Contractor maintains its principal place of business with a limit of at least two hundred thousand dollars ($200,000) per occurrence with an annual aggregate of one million dollars ($1,000,000).

Vehicle Liability Insurance covering owned, non-owned, substitute and hired vehicles in accordance with applicable laws, including, but not limited to, the automobile insurance laws of the Commonwealth of Massachusetts, and any other states where the Contractor maintains its principal place of business with a combined single limit annual aggregate of one million dollars ($1,000,000).

Commercial General Liability Insurance for all damages arising out of bodily injury or death, or damage to personal or real property incurred with respect to work performed under this contract. Said insurance shall provide for bodily injury and property

damage coverage liability limits of one million dollars ($1,000,000) per person with an annual aggregate of three million dollars ($3,000,000) per event.

The vendor shall provide certificates of insurance evidencing such coverage to the MSLC within 10 days of the date of execution of the contract by the vendor and the MSLC. Failure to provide and maintain such insurance shall be deemed a breach of contract, and may, at the sole discretion of the MSLC operate as an immediate termination hereof. Each policy of insurance shall expressly provide 60 days prior notice by the insurer to the MSLC of any intent to cancel, failure to renew or material change in the coverage identified above. The automobile liability insurance and the commercial general liability insurance policies shall identify the MSLC as an additional insured. All insurance shall be maintained from an insurance carrier authorized to conduct business in the Commonwealth of Massachusetts.

Invest in Massachusetts- The MSLC encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. As a result, Bidders **must** submit an *Invest in Massachusetts Data Form* (the "IMD Form").

All Bidders, regardless of their certification status, are required to complete Parts I and II of the IMD Form in order to be deemed responsive and eligible for consideration.

Bidders who are able to and do certify in Part III of the IMD Form that 50% or more of the work-hours performed in connection with any contract arising out of its RFR Response will be performed in Massachusetts will receive toward their overall score an additional 5% of the Bidder's total Business, Technical and Cost evaluation points.

Please be advised, however, that inability to provide such certification shall not preclude any Bidder from being awarded a contract if such Bidder receives the most overall points throughout the entire evaluation process

Mandatories and Desirables- Mandatory specifications in this RFR are identified with the words "must", "shall", "will", "mandatory", or "is required". However, Vendors must assume that every specification included herein is a mandatory specification, unless it is clearly indicated to be otherwise. A mandatory specification is one that must be met in order for a response to be considered responsive. Any response, which fails to meet a mandatory specification of the RFR, will be deemed non-responsive and will be disqualified. Desirable specifications are designated with the words, "is desired", "desirable", and "highly desirable". Unless there is an explicit indication to the contrary stated in this RFR, Vendors may receive evaluation points for "desirable" goods and services.

Minimum Bid Duration- Bidder responses/bids made in response to this RFR must remain in effect for 90 days from the date of bid submission.

News Releases- The successful Vendor shall not issue any news releases, advertising or promotional materials pertaining to the performance of the contract without prior approval by the Executive Director of the MSLC.

Ownership of Responses- All documentation, materials, data, etc., submitted in response to this RFR shall become the property of the MSLC and will not be returned to the Bidder. Bidders are cautioned that ideas, techniques, information, etc., submitted as part of the Bidders response may be used by the MSLC without separate payment to the Bidder or Sub-Contractors.

Payments- Payment shall be made for services only after such services have been delivered and accepted by the MSLC. Payments shall be made only in arrears. No advance payments can be made to Vendors. Payment will be made 45 days after acceptance and following receipt of invoice.

Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply – The MSLC reserves the right to request from the successful bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the MSLC contract manager.

Pricing: Price Limitation – The bidder must agree that no other customer of similar size and similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this lower price is immediately effective for the MSLC. The bidder must also agree to provide current or historical pricing offered or negotiated with other governmental or private entities at any time during the contract period upon request of the contract manager.

Prime Contractor Responsibility- The MSLC requires a single point of responsibility for performance of any Contract that may result from this RFR. Subcontractors may be used, but the Prime Contractor must accept full responsibility for the subcontractor's performance. All subcontractors must be identified by the Prime Contractor and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. The Prime Contractor shall be responsible for meeting all of the terms of the Contract resulting from the RFR. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

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

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.

Rejection of Bids- The MSLC may reject any and all bids in response to this RFR if it deems it is in its best interest to do so. The MSLC may also reject any and all bids for any of the following reasons:

a) fails to adhere to one or more of the provisions established in this RFR;
b) fails to submit its bid at the time or in the format specified herein, or to supply the minimum information requested herein;
c) fails to meet unconditionally all of the mandatory performance and business specifications of this RFR;
d) fails to state in writing its acceptance of the mandatory terms and conditions in Attachment A of this RFR as they appear in Attachment A without change or alteration;
e) fails to submit its bid, to the required address, before or on the deadline date established by the Procurement Calendar;
f) materially misrepresents its services or provides demonstrably false information in its bid;
g) fails to submit costs on the Cost Table (Attachment C), or to guarantee the costs for 90 days;
h) refuses to provide clarification, if requested by the Procurement Committee; or
i) fails to sign a Contract within ten (10) business days of receipt of the Contract for signing.

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

Revisions to this RFR- If it becomes necessary to revise any part of this RFR, or if additional data is necessary to clarify any of its provisions, a supplement will be mailed or faxed to Vendors who have obtained a copy of the RFR directly from the MSLC and not by any other means or subscriptions.

RFR Cancellation- The MSLC reserves the right to cancel this bid at any time before a Contract has been executed and approved, in which event the MSLC will reject any and all bids received in response to this RFR. Should the bid be canceled, all expenses related to preparation of response to this RFR remain the responsibility of the Vendor.

Service Representative - The selected Vendor must assign (a) service representative(s) which the MSLC may contact regarding the service performance during the contract term. The MSLC reserves the option to require this individual(s) be replaced if it finds that the individual(s) is not responsive or compatible.

Small Business Purchasing Program (SBPP) -Vendor (Procurements between $50,000.00 and $150,000.00 only)
Small Business Preference – Special consideration will be given to eligible small businesses responding to this procurement who participate in the Small Business Purchasing Program (SBPP). To determine eligibility and to participate in the SBPP, please review the requirements and general program information at www.mass.gov/sbpp. The Department intends to provide SBPP eligible bidders with a 10% preference in the evaluation process.

Supplier Diversity Program (SDP) Plan - Massachusetts Executive Order 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 SDP Plan Form as part of their response for evaluation. It is required that Supplier Diversity Program (SDP) participation accounts for no less than 10% of the total points in the evaluation. Higher evaluation points may be awarded to SDP Plans that show more commitments for use of certified vendors in the primary industry directly related to the scope of the RFR, subcontracting expenditures and partnerships for the purpose of contracting with the Commonwealth.

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 Supplier Diversity Office (SDO), formerly known as SOMWBA, certified Bidder may not list itself (or an affiliate) as being a Supplier Diversity Program (SDP) partner to its own company. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Bidders must submit one form for each M/WBE SDP 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) SDP Components selected by the PMT:**

1. **Subcontracting:** If Bidder commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded contract, with a SDO 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.

2. **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 SDP 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 SDP Plan Form.

3. **Growth & Development:** If a Bidder commits to Growth and Development in their SDP 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 SDO certified companies.

Once an SDP 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:
SDP Procurement Resources and Guides or www.mass.gov/sdp

Supplier Diversity Program Subcontracting Policies- Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Supplier Diversity Program (SDP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

Taxes, Fees, Assessments, Etc.- Vendors must pay all taxes, fees and assessments associated with furnishing the products as part of the contract.

Trademarks, Patents, Etc.- Unless otherwise clearly stated in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the MSLC may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

The Procurement Management Team ("PMT") reserves the right to modify, amend or cancel the terms of this RFR at any time.

Section I - Purpose of Procurement

The purpose of this procurement is to provide custodial/janitorial services at eight (8) Massachusetts State Lottery locations. This contract is for daily and periodic janitorial services at each location. The work will include the entire area at each location such as offices, lounges, lunch areas, halls, closets, entries, exits, lavatories, warehouse areas, stairways, top to bottom wall surfaces, gurters, hanging objects (including pictures and mirrors), all internal glass doors and windows, and all external glass windows two (2) times per year as directed by Facilities Manager. The eight locations are listed in Attachment N.

Section II - Acquisition Method

This procurement will be a fee for service.

Section III - Single or Multiple Contractor Contract

The MSLC intends to award a single contract as a result of this procurement, but reserves the right to award multiple contracts.

Section IV - Single or Multiple Users

It is the intent of this contract that the MSLC is the only user.

Section V - Anticipated Duration of Contract

Any contract resulting from this RFR shall be for the period of three (3) years commencing on the resulting contract start date.

The MSLC shall have the option to extend the term of any Contract(s) resulting from this RFR for up to two (2) one year periods. The MSLC shall exercise its option by submitting written notice to the Vendor at least thirty (30) days prior to the termination.

Section VI - Anticipated Expenditures

The expenditure associated with this procurement is to be determined.

If, due to unforeseen circumstances, the scope of services is substantially changed or modified, the MSLC maintains the right to amend the contract and increase or decrease the maximum obligation in order to obtain the best value.

The Vendor will be bound by the terms of the contract and the MSLC will not be responsible for price increases due to market fluctuations or product availability.

Section VII - Performance and Contract Specifications

A. Performance Requirements

IMPORTANT: All work performed under this contract must conform to Massachusetts General Laws, chapter 149, sections 26 and 27 for Prevailing Wage Rates on public works projects. Attachment O applies to this project.

1) General Information/Specifications

a) Pertinent Information by Location:

	Approximate Employee Count	Approximate Total Square Footage	Approximate Office Sq Ft	Approximate Warehouse Sq Ft
Braintree	300	99,168	66,168	30,000
New Bedford	35	17,000	7,000	10,000
Woburn	40	10,661	7,861	2,800
Worcester	25	17,400	10,516	6,884
Springfield	20	6,127	4,000	2,127
Norwell	5	4,635	4,635	0
Canton	10	32,140	1,000	31,140
Boston	3	500	500	0

b) Work Hours:

No cleaning will take place after 10:00PM or before 7:30AM (Mon-Sat) except periodic cleaning as directed.

c) Lottery Employee Percentage By Shift:

1st Shift:	90%
2nd Shift	5%
3rd Shift	5%

d) Holiday Schedule (no cleaning required):

11 holidays – News Years Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Additional:

Contractor shall provide the cleaning of all interior windows, two (2) times per year at all locations and cleaning of all exterior windows, one (1) time per year at all locations, as scheduled by the

Facilities Manager. Warehouse floor in Braintree shall be cleaned weekly with a floor auto scrubber, to be provided by the vendor.

Contractor shall provide the extraction/shampooing of all carpeted areas including stairs and the stripping, waxing and buffing of all floor areas and tile areas four times per year at all locations as scheduled by the Facilities Manager. Warehouse floor in Canton shall be done 6 times per year with a floor auto scrubber, to be provided by the vendor.

Contractor shall provide not less than four employees, five days per week in the Braintree office and warehouse preferably between the hours of 5:00 PM to 9:30 PM for cleaning purposes. These employees must consist of one foreman and three custodians that must sign in and sign out at the security desk. Contractor will supply the Facilities Manager with time sheet summary reports each Tuesday morning of the following week. Failure to do so will result in the immediate suspension of the contract to whomever the contract is awarded. The Contractor will also be responsible to provide one employee in each Regional office and warehouse (Springfield, Woburn, New Bedford and Worcester). These employees must also sign in with the Regional Manager and work three hours each day from 9:00 AM to 12Noon, five days per week, and sign out.

The Contractor will also provide employees for the following locations and schedules:

Boston	1 employee	One (1) time per week for a one (1) hour shift
Canton	1 employee	Two (2) times per week for a two and a half (2 ½) hour shift
Norwell	1 employee	Two (2) times per month for a two (2) hour shift

Note: Exact hours to be scheduled by the Facilities Manager

2) Work /Area Specifications

a) Frequency - The work specified in Section 2 shall be done five (5) days per week, Monday through Friday. Work time of day or night to be agreed upon by the selected contractor and the MSLC for each site prior to contract award.

b) Contractor shall provide a porter daily on site at the Braintree facility for eight (8) hours from 8:00AM to 4:00PM. Mon- Fri. On Saturday, provide a day porter from 9:00AM to 1:00PM, four (4) hours. The porter's responsibility will be to clean rooms and bathrooms as needed, supply bathrooms, clean interior glass, clean Executive kitchen area including dishware as needed; and any other cleaning duties as assigned by the Facilities Manager.

The day porter shall have at least one (1) year of experience in janitorial cleaning activity and have the ability to speak, read and write in English to effectively communicate and receive instructions. The day porter will be required to have a cell phone, provided by the vendor.

All of the following tasks will be performed daily unless otherwise noted.

c) **Public Lobby And Common Areas:**

Empty waste and remove to specified area. Replace liners daily. Liners to be provided by Contractor.

Dust and clean all counter tops.

Dust to hand height all horizontal surfaces of equipment, ledges, sills, fire boxes, shelves, radiators, frames, partitions, etc.

Clean and sanitize all spring water dispensers.

Clean and polish furniture (weekly).

Wash exterior surfaces of all trash containers (weekly).

Dust all partitions, doors, door frame surfaces, and handrails on staircases.

Dust all pictures, frames, charts, graphs, similar wall hanging and walls up to normal reach (weekly).

Remove cobwebs from walls and ceilings.

Spot wash wall, glass surfaces, doors, frames, kick and push plates, handles, light switches, baseboards, etc.

Vacuum clean all exposed carpeting including difficult areas such as under desks, tables and counters.

Inspect carpet for spot and stains, removing where possible.

Dust mop or sweep floors thoroughly.

Spot clean interior glass in partitions, doors and directory display cases.

Wash both sides of entrance door glass thoroughly.

Police all outside entrances.

Vacuum stair treads and landings.

Dust all blinds monthly and wash once annually.

Clean walls and brightwork in elevators.

Vacuum clean door saddles in elevators.

Dust above hand height all horizontal surfaces, including shelving, moldings, ledges, partitions and pipes (weekly).

Sweep or vacuum floors in elevators.

Maintain supply area in neat and orderly fashion.

Wash and spray buff tile floors.

Exterior walkways, entryways and vestibules will be cleaned thoroughly daily including trash and smoke receptacles in designated smoking areas.

Dust and clean all air conditioning and heat grills (monthly).

Vacuum all fabric furniture (monthly).

d) **Office Areas and Warehouse:**

Empty waste and remove to specified area. Replace liners daily. Liners to be provided by the Contractor.

Dust and spot clean all counter tops (weekly).

Dust all horizontal surfaces of desks, chairs, tables and office equipment (weekly).

Dust all exposed filing cabinets, bookcases and shelves (weekly).

Dust to hand height all horizontal surfaces of equipment, ledges, sills, shelves, radiators, frames, partitions, etc, (weekly).

Dust all telephones (weekly).

Clean and sanitize the exterior of all spring water dispensers.

Spot wash walls, glass surfaces, doors, frames, kick and push plates, handles, light switches, baseboards, etc.

Vacuum clean all exposed carpeted floor surfaces, including edges, corners and under easily moved furniture.

Inspect carpet for spots and stains, removing where possible.

Dust mop or sweep all non-carpeted floors thoroughly using a chemically treated mop.

Clean all interior glass.

Dust above hand height all horizontal surfaces including shelving, moldings, ledges, partitions, pipes, etc, (weekly).

Dust all partitions, doors and door frame surfaces (weekly).

Dust all pictures, frames, charts, graphs, similar wall hangings and walls up to normal reach (weekly).

Dust all blinds monthly and wash once annually

Damp mop and spray buff tile floors.

Vacuum all fabric furniture.

e) **Staff Lounge, Auditorium, Training Room and Warehouse Lounge:**

Replace plastic liners in waste receptacles. (Liners are to be supplied by Contractor)

Dust and damp wipe all counter tops.

Dust to hand heights all horizontal surfaces of equipment, ledges, shelves, frames, vents, radiators, partitions, etc.

Damp wipe all table tops and chairs.

Wash exterior surfaces of all trash containers.

Remove cobwebs from walls and ceilings.

Spot clean by damp wiping fingerprints, smears and smudges from walls, doors, frames, kick and push plates, handles, light switches and glass surfaces.

Vacuum clean all exposed carpeted floor surfaces including edges, corners and under easily moved furniture.

Dust mop or sweep floors thoroughly.

Dust above hand height all horizontal surfaces including shelving, moldings, ledges, partitions and pipes (weekly).

Dust table bases (weekly).

Dust all pictures, frames, charts, graphs and similar wall hangings (weekly).

Dust or vacuum clean all air conditioning and heating grills (monthly).

Wash and spray buff tile floors.

Dust all blinds monthly and wash once annually.

Vacuum all fabric furniture (monthly)

f) **Lavatories:**

Note: In all the following areas, as necessary and appropriate, hot water shall be used to provide properly cleaned surfaces. All hot water cleaning in the contract shall be by hand.

Clean and polish all chrome fittings and bright work, including shelves, flushometers and metal dispensers.
Clean, sanitize and polish all vitreous fixtures, including toilet bowls, urinals and sinks, using a germicidal detergent solution.

Clean and polish all mirrors and glass.

Dust and spot clean all toilet partitions, tile walls, dispensers and receptacles. (daily)

Empty all disposal receptacles, inserting liners as needed (Liners are to be supplied by Contractor).

Refill all dispensers, including feminine products, soap, tissue, towels, liners, etc. (Supplies to be furnished by Contractor). See specifications under Supplies List.

Pour combination of water and disinfectant solution down all floor drains daily.

Empty and sanitize interior of sanitary napkin receptacles.

Remove spots, stains and splashes from wall partition areas.

Wash and sanitize exterior of all containers.

Dust mop or sweep floors thoroughly.

Wash and rinse all floors thoroughly, using a germicidal detergent solution.

Remove cobwebs from walls and ceilings.

Dust all horizontal surfaces including sills, moldings, ledges, shelves, frames, vents, radiators, partitions.

Wash, scrub and sanitize all partitions, tile walls and enamel surfaces (monthly).

Dust or vacuum clean all heating and air conditioning ceiling vents (monthly).

Install air freshener deodorizing cartridges as needed. (Cartridges supplied by contractor).

Machine scrub floors and wash walls (quarterly).

All showers to be cleaned and sanitized daily.

g) **Computer Room**

Note: All the following Computer room areas to be cleaned one (1) day per week (One day per week as scheduled by the Facilities Manager), as necessary and appropriate. A computer room employee will monitor all computer room cleaning. All dusting in computer rooms to be accomplished with treated cloths as not to infiltrate air with dust.

Empty all wastebaskets and remove trash to handling area. Replace liners. Liners to be supplied by Contractor.

Dust all telephones and counter tops.

Dust all horizontal surfaces of desks, chairs, tables and office equipment.

Dust all exposed filing cabinets, bookcases and shelves.

Dust to hand height all horizontal surfaces of ledges, shelves, frames, vents, radiators, partitions, etc.

Spot clean desks tops and counter tops.

Remove cobwebs from walls and ceilings.

Spot clean by damp wiping fingerprints, smears and smudges from walls, doors, frames, kick and push plates, handles, light switches and glass surfaces.

Vacuum floors using Hepa vacuum equipment.

Damp mop floors, removing stains and spills by hand. (By request, with computer room supervisor)

Spot clean interior glass in partitions, doors and display cases.

Dust all partitions, doors and door frame surfaces.

Dust above hand height all horizontal surfaces, including shelving, moldings, ledges, partitions and pipes.

Dust or vacuum clean all air conditioning and heating grills (4 times annually).

Vacuum all fabric furniture (monthly).

h) **Canton Warehouse**

Empty waste and remove to specified area. Replace liners weekly. Liners to be provided by Contractor.

Clean all Bathrooms (Men's and Ladies)

Dust and spot clean all counter tops (weekly).

Dust all horizontal surfaces of desks, chairs, tables and office equipment (weekly).

Dust all exposed filing cabinets, bookcases and shelves (weekly).

Dust to hand height all horizontal surfaces of equipment, ledges, sills, shelves, radiators, frames, partitions, etc, (weekly).

Dust all telephones (weekly).

Clean and sanitize the exterior of all spring water dispensers and fountains.

Dust mop or sweep all non-carpeted floors thoroughly using a chemically treated mop.

Clean all interior glass.

Dust above hand height all horizontal surfaces including shelving, moldings, ledges, partitions, pipes, etc, (weekly).

Dust all partitions, doors and door frame surfaces and remove cobwebs (weekly).

Dust all pictures, frames, charts, graphs, similar wall hangings and walls up to normal reach (weekly).

Dust all blinds monthly and wash once annually

Damp mop and spray buff tile floors.

Vacuum all fabric furniture (monthly).

Clean and pick-up outside of entrance doors and loading docks.

Floor scrub with machine (bi-monthly).1`

At Regional Offices in New Bedford, Woburn, Worcester and Springfield, the following should be done daily, unless otherwise noted.

Empty waste and remove to specified areas. Replace liners daily. Liners to be supplied by Contractor.

Dust and spot clean all countertops, all horizontal surfaces of desks, chairs, tables, telephones, office equipment, all exposed filing cabinets, bookcases and shelves. Dust doors, doorframe surfaces and all horizontal surfaces of equipment, ledges, sills, shelves, radiators, frames, partitions, etc., (weekly).

Clean and sanitize the exterior of all spring water dispensers and fountains.

Spot wash wall, glass surfaces, doors, frames, kick and push plates, handles, light switches, baseboards, etc.

Vacuum clean all exposed carpet floor surfaces including edges, corners and under easily moved furniture.

Inspect carpet for spots and stains, removing where possible.

Dust mop or sweep all non-carpeted floors thoroughly using a chemically treated mop.

Clean all interior glass.

Dust all pictures, frames and similar wall hangings (weekly).
Dust all blinds monthly and wash once annually.

Dust or vacuum all air conditioning and heating grilles (monthly).

Damp mop and spray buff tile floors.

Vacuum all fabric furniture (monthly).

Sweep entire warehouse floor weekly.

In lavatories (all locations):

Clean and polish all chrome fittings and brightwork, including shelves, flushometers and metal dispensers.

Clean, sanitize and polish all vitreous fixtures, including toilet bowls, urinals and sinks, using a germicidal detergent solution.

Clean and polish all mirrors and glass.

Dust and spot clean all toilet partitions, tile walls, dispensers and receptacles.

Empty all disposal receptacles, inserting liners as needed (Liners are to be supplied by Contractor).

Refill all dispensers, including feminine products, soap, tissue, towels, liners, etc. (Supplies to be furnished by Contractor). See specifications under Supplies List.

Pour combination of water and disinfectant solution down all floor drains daily.

Empty and sanitize interior of sanitary napkin receptacles.

Remove spots, stains and splashes from wall partition areas.

Wash and sanitize exterior of all containers.

Dust mop or sweep floors thoroughly.

Wash and rinse all floors thoroughly, using a germicidal detergent solution.

Remove cobwebs from walls and ceilings.

Dust all horizontal surfaces including sills, moldings, ledges, shelves, frames, vents, radiators, partitions.

Wash and sanitize all partitions, tile walls and enamel surfaces (monthly).

Dust or vacuum clean all heating and air conditioning ceiling vents (monthly).

Machine scrub floors and wash walls (quarterly).

3) **Equipment List and Supplies**

Important: Substitutions will be allowed only upon approval of the MSLC. State in the response any exceptions to these lists

a) **EQUIPMENT LIST**

BRAINTREE

Two(2) each, Hepa Vacuums on site
Two (2) each, PortaPower Vacuums on site
Two (2) each, Rubbermaid 'IXII Frame Waste Collection Carts - Non Marking, or equivalent
Two (2) each, Rubbermaid Restroom Cleaning Carts, or equivalent
Two (2) each, Rubbermaid Large Waste Collection Carts (Bins) or equivalent
Five (5) each, Rubbermaid Buckets & Down press Wringers, or equivalent
One (1) each, High Speed Buffer on site
One (1) each, Floor Auto scrubber, Eagle Power, Model 1620 or equal.
Eight (8) "Big D Programmable Aero Sol" Dispensers (utilizing 7 ounce canisters) or equivalent. The unit must be capable of dispensing the spray at intervals of either every 5, 15, or 30 minutes and be capable of operating 24 hours per day or operate only in the presence of light. The unit must run on two (2) D batteries and either have the ability to be permanently mounted to the wall and also have double stick tape which is already affixed to the dispenser. The unit must display an indicator of when the canister is running low. The cleaning contractor shall replace canisters and batteries as needed.

REGIONAL OFFICES

The required equipment lists for equipment to be stored at **each** the following offices are identical and is as follows;

A. For *Canton, New Bedford, Springfield, Woburn and Worcester*

1 upright, commercial grade vacuum with beater bar
2 wet mop buckets with ringers
1 rolling trash barrel with apron for hand tools
1 36-inch dry mop set up
2 edge brooms
2 dust pans
2 wet mop handles
1 window squeegee
2 dusters

B. The *Canton* site shall also have a 60-inch dry mop set up.

C. The *Worcester* site shall have a 20-inch, rotary, high-speed floor burnisher.

D. The *Boston* Site shall have the following equipment;

1 mop bucket with ringer
1 wet mop

1 broom
1 dustpan
Other required equipment shall be brought in as needed.

E. The *Norwell* site shall have equipment brought in as needed.

b) SUPPLIES LIST

The contractor must provide ALL cleaning supplies including all cleaning solutions, floor finish, sanitizers, carpet cleaners, glass cleaner, stainless cleaner, degreaser and many other items. Contractor must also provide all paper towels, toilet paper, plastic liners, hand soap and restroom air fresheners. Annual quantities of consumables are listed below:

All disposable supplies and Material Safety Data Sheets must be approved before use by a Massachusetts State Lottery representative. ***No products containing bleach shall be used. It is*** *preferable that the contractor use environmentally friendly cleaning products.* ***Please provide a list the supplies you plan to use, for this contract, in your bid.***

All VCT floor finish will be 21% solid finish.

Hand Soap, **Spectrowax**, MV Pink, 4 gallons/case, Item #LA033-04

Toilet Tissue, **Decore**, 2 ply, 80 rolls p/case, Item #G4028A

Toilet Tissue, Braintree & Woburn – **North River**, Jumbo Rolls (JRT), 2 ply, Item #G7097

Liners, 15"x9"x31", .48 mil, 1000/case, Item #13110M

Tampons

Sanitary wax bags

Liners, 22"x16"x58", 1.75 mil, 100/case, Item #15850M

Paper Towels, **Fort James C-fold White Towels**, 13.25"x10.25", embossed, 2400/case, Item #CB520

Paper Towels, **Decore Multifold** white 16/250, 4000 towels per case, 9.5x13.5x22, Item # CP-5101759

Paper Towels, **Cascades – Décor**, 1 ply, 60 per case, 7.9" x 800 ft Item #1762

Air Freshener, **Clean and Fresh**, 9,000 shot refills, 4p/case, Item #WB-6402TMA

c) ESTIMATED ANNUAL USAGE RATES OF CONSUMABLES BY FACILITY.

Braintree

Cascades – Paper towels	320 cases
JRT-Jumbo rolls toilet tissues	180 cases
C-fold paper towels	2 cases
Large liners	65 cases
Small liners	30 cases
Hand soap	10 cases
Air freshener	10 cases
Tampons	6 cases
Sanitary wax bags	4 cases

Canton

Toilet tissue	1 case
C-fold paper towels	2 cases
Large liners	1 case
Small liners	1 case
Hand soap	½ case
Air freshener	½ case

New Bedford

Toilet tissue	8 cases
Multifold paper towels	15 cases
Large liners	10 cases
Small liners	12 cases
Hand soap	1 case
Air freshener	2 cases

Woburn

Toilet tissue	17 cases
Multi-fold paper towels	25 cases
Large liners	15 cases
Small liners	3 cases
Hand soap	1 case
Air freshener	2 cases

Worcester

Toilet tissue	15 cases
C-fold paper towels	25 cases
Large liners	12 cases
Small liners	3 cases
Hand soap	1 case
Air freshener	2 cases

Springfield

Toilet tissue	12 cases
C-fold paper towels	30 cases
Multi-fold paper towels	3 cases
Large liners	5 cases
Small liners	1 case

Hand soap	1 case
Air freshener	1 case

Boston
No consumable supplies

Norwell
No consumable supplies

d) Mats - The Contractor will be responsible for the cleaning of all floor mats at all locations.

4) Standards of Behavior

The MSLC reserves the right to establish standards of behavior and conduct for the cleaning staff. If through observation or upon receipt of reasonable proof that any contractual employee deliberately violates or fails to meet these standards; the Vendor must remove that employee outside this contract.

Due to the secure nature of MSLC facilities, the Vendor must conduct, at its expense, a Criminal Offender Record Information (CORI) check of **all employees** who will be providing services to MSLC facilities. The Vendor must provide a statement confirming that a CORI check has been done and attesting to the eligibility of all employees based upon this check, prior to any employee being assigned to an MSLC site.

5) Quality Control

The Contractor shall provide day time management inspection tours and reports weekly or as required by the MSLC. Each week a written report must be provided to the Facilities Manager along with a signed timesheet recording the hours worked by all cleaning employees for the past week.

The Contractor shall provide nighttime inspection tours by a manager and report these findings on their weekly report.

The Contractor's employees will wear identifying uniforms or badges.

The Contractor must be able to respond within 4 hours to emergency occurrences 7 days per week.

Contractor must have a 24 hour phone number, beeper number and a contact person available at all times.

The Day porter and evening cleaning crew must complete a check-off list of duties; daily/weekly/ monthly.

Refer to Attachment P for Night Cleaning, Weekly Cleaning and Monthly Cleaning Checklists.

6) Vendor Representative

The selected Vendor must assign (a) service representative(s) which the MSLC may contact regarding the service performance during the contract term. The MSLC reserves the option to require this individual(s) to be replaced if it finds that the individuals(s) is not responsive or compatible.

7) Prevailing Wages

All work performed under any contract resulting from this RFR must conform to Massachusetts General Laws, chapter 149, sections 26 and 27 for Prevailing Wage Rates on public works projects. Attachment O applies to this project. Unforeseen increases in the Prevailing Wage Rates during the contract term will be negotiated. Vendor will be required to provide a quarterly statement as proof of prevailing wage.

8) Site Visits

Site Visits are **mandatory** for this RFR. The site visits occur on three (3) consecutive days, all of which are **mandatory**. Each Vendor must sign in with the Facilities representative at each of the sites visited. See Schedule in Section IX, A.

9) Performance Bond

The successful Vendor must submit a performance bond and payment bond of Surety Company qualified to do business under the General Laws of the Commonwealth of Massachusetts and in form acceptable to the MSLC. The amount to be equal to 100% of the amount of the annual billing.

10) Implementation Plan Narrative

It is **desirable** that the Vendor prepare an Implementation Plan to include the proposed staffing levels, supervision provided, plans and procedures the Vendor has in place to deal with absences. The Vendor is encouraged to provide any information they believe would benefit the MSLC as it evaluates responses to this RFR.

i) Staff

Please provide the following information regarding your hiring practices, training and compliance and demonstrate how you can provide staffing statewide.
Describe recruitment programs, selection criteria and the process by which candidates are chosen (please include additional sheet(s) if necessary for this requirement only)
Include information on how background checks, experience requirements and ongoing training are accomplished within your company.
Identify how your staff is scheduled and replaced in the event of a no-show.

ii) Training

Describe the orientation/training program that your company has in place for employees. This should include any third party educational program (i.e. OSHA's Bloodborne Pathogen Training) and hours of training that are provided on an annual basis **(please include additional sheet(s) if necessary for this requirement only).**

iii) Managers Experience

Identify your key employees experience and years in the Janitorial Business for the supervisors and/or key personnel. Provide resumes or statements of experience of all principles, supervisors and other key personnel responsible for the successful performance of this contract.

iv) Quality Assurance

Disclose your quality assurance policies and inspections. This should include complaint management.

v) Company Safety

Provide your company's safety program and disclose your worker safety record

vi) **Emergency Response**

In a declared State of Emergency where the safety and well being of Commonwealth citizens are at risk, contractors may be asked to supply the MSLC with janitorial services on a priority basis. It is **desirable** that the Bidder's Response include the following:

1) Indicate how the company will continue to do business in case of an emergency or pandemic outbreak.

2) List building location(s) that would be available to serve the Commonwealth during an emergency.

11) Business Experience

It is **desirable** for the vendor to have been in business, similar to that described in this RFR, for five (5) years prior to the close date of this RFR. Please provide documentation of business experience, similar to this RFR.

It is **desirable** that the Vendor have experience cleaning State, Municipal or Government buildings with multiple site locations totaling 185,000 sq. ft.

Vendors **must** not use subcontractors or multiple franchise operations.

B. Contract Requirements

1. Vendor Requirements

To be eligible for contract award, a Vendor **must** meet the following qualifications:

a) Vendors **must** have been in a business similar to that described in this RFR for a minimum of three (3) years and have the demonstrated experience and capacity to handle the requirements herein.

b) Vendor **must** agree to the terms and conditions contained within the Commonwealth Terms and Conditions attached hereto as Attachment A.

c) Vendor **must** comply with all Federal, State and local rules and regulations as they apply to the work to be performed under this RFR.

d) Vendor **must** provide a minimum of three (3) references from the past three (3) years for which work has been performed similar in scope and size to that specified in this RFR. (See Attachment F)

e) Vendor **must** provide, if applicable, a detailed description of information regarding any company bankruptcy proceedings, criminal investigations, charges filed against the company, directors or managers, any mergers, acquisitions, etc, and any name changes within the last five (5) years.

The MSLC reserves the right to obtain, from sources other than the Vendor, information concerning a Vendor, the Vendor's capabilities and the Vendor's performance under other contracts which the MSLC deems pertinent to this RFR and to consider such information in evaluating the vendor's bid.

2. Written Inquiries

*Vendors may submit questions concerning this RFR no later than the date and time specified in Section IX A, Procurement Calendar. They may be mailed, emailed, faxed or delivered. The Procurement Management Team will review and consolidate inquiries received before the deadline, prepare written answers and mail or fax them to each qualified Vendor that has registered for this RFR with the MSLC. All responses will also be posted on the Commonwealth Procurement Access and Solicitation Site - www.**comm-pass**.com. The source(s) of the question(s) will not be revealed.*

*All inquiries **must** be made in writing to:*

Donna M. Walsh
Massachusetts State Lottery Commission
60 Columbian Street
Braintree, MA 02184
Tel: (781) 849-5674
Fax #: (781) 849-5579
Lotteryprocurement@masslottery.com

This inquiry procedure provides the only means by which a Vendor may request information on the performance, business and procedural requirements of this RFR, including the mandatory Commonwealth Terms and Conditions in Attachment A.

*Vendors are cautioned that an inquiry should be presented in generic terms and **MUST NOT CONTAIN COST DATA.** The inclusion of cost information in an inquiry may result in the Vendor's disqualification.*

Section VIII - Instructions for Submission of Responses

1. Vendors must adhere strictly to the bidding procedures as outlined herein.

IMPORTANT

Responses to this RFR or any parts thereof received by the MSLC after the required date and time will be rejected as non-responsive to the RFR. Delivery of responses to any office or location other than the Lottery's Braintree office will NOT constitute receipt by the MSLC. It is the sole responsibility of the respondent to ensure that responses are received at the proper location, prior to the stated deadline, and the receipt properly acknowledged by MSLC personnel.

Cost information must appear only as described below in Part 4 - Cost Table Preparation. Do not include cost information in any other part of the response. Inclusion of cost information in any other part of the response may result in disqualification of the response.

2. Bid Preparation

Response Format - All Responses **must** be presented using the same numbering and ordering sequence used in this RFR or as otherwise specified.

The following four (4) parts **must** be submitted for a Vendor's bid to be considered responsive:

Part 1 - Vendor Letter of Transmittal

Part 1 of the Bid response **must** contain a Letter of Transmittal from the Vendor signed by an individual authorized to bind the Vendor contractually. It **must**;

a. state that the Bid, including the prices in the Cost Table, will remain in effect for a period of 90 calendar days after the Bid Due Date given in the Transmittal Letter or until a Contract is made and approved, or the RFR is terminated, whichever occurs first;

b. include the name, title, address, telephone and fax numbers and email addresses of one or more individuals who can respond to requests for additional information;

c. include the name, title, address, telephone and fax numbers and email addresses of one or more individuals who are authorized to negotiate and sign a Contract for the Vendor;

d. include a statement that the Vendor has read and understands the technical and business specifications of this RFR and agrees that its Bid meets all the technical and business requirements of this RFR; and

e. state that pursuant to M.G.L. c. 7, s. 22 (20) the undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. The word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Part 2 - Response to Contract Terms and Conditions

Required Documentation - All Bidders will be required to complete, execute and return the following documents:

1. All Bidders **must** complete, execute and return the Commonwealth Terms and Conditions (Attachment A) attached to this RFR. If the Bidder has already executed and filed the Commonwealth Terms and Conditions, please indicate this in your Response. The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.

2. All Bidders **must** complete, execute and return the Standard Contract Form (Attachment B) as follows:

(a) as the cover sheet to their Response. Failure to return a completed and executed Standard Contract Form will disqualify the Bidder's Response, and if necessary,
(b) upon selection for Contract negotiation and execution.

By executing the Standard Contract Form, the Contractor certifies under the pains and penalties of perjury that it has submitted a Response to a Request for Response (RFR) issued by the MSLC and that this Response is the Contractors offer as evidenced by the execution by the Contractor's authorized signatory, that the Contractor's Response may be subject to negotiation by the MSLC, and that the terms of the RFR, the Contractor's Response and any negotiated terms shall be deemed accepted by the MSLC and included as part of the Contract upon execution of the Standard Contract Form by the MSLC's authorized signatory.

If you do not have a Vendor Code, leave that portion of the form blank.

3. Vendors **must** complete and sign a copy of Attachment D - "Request for Verification of Taxation Reporting Information" relating to Taxpayer Identification Numbers.

4. The requirements of Attachment E "Tax Compliance Certification Instructions" **must** be submitted with the bid certifying compliance with the laws of The Commonwealth of Massachusetts relating to taxes. This requirement applies to firms that have previously done business in the Commonwealth of Massachusetts. If your firm has not previously conducted business in the Commonwealth of Massachusetts, please state so on your letterhead and submit as part of Attachment E.

5. 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 Attachment G, Supplier Diversity Program (SDP) Form and include the required attachments **(Also, include a copy of the SOMWBA Certification letter for each SOMWBA Certified business)** for consideration in the scoring of their submission for any contracting opportunity with the Commonwealth of Massachusetts. The MSLC requires that this form and attachments **must** be submitted, regardless of the dollar value, with each bid. (Refer to General Information and Terms and Conditions, Supplier Diversity Program for further information and requirements)

6. Provide a completed Contractors Authorized Signatory Listing Form, Attachment H if the value of any contract resulting from this RFR is anticipated to exceed $50,000. **IMPORTANT: For corporations, please read the signature verification/authorization instructions carefully to avoid unnecessary delays in processing contracts.**

7. Bidders **must** complete the Authorization for Electronic Funds Payment Form, Attachment I. All bidders responding to this RFR **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.

EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptrollers Vendor Web system. EFT applications can be found on OSD forms page (mass.gov/osd). Additional information about EFT is available on the Vendor Web site (mass.gov/osc: click on MASSfinance).

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

The requirement to use EFT may be waived by the 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.

8. Invest in MA Form – Attachment J. All bidders responding to this RFR **must complete** applicable sections of Attachment J, for consideration in the scoring of their submission for any contracting opportunity with the Commonwealth of Massachusetts. (Refer to General Information and Terms and Conditions, Invest in Massachusetts for further information and requirements).

9. Prompt Pay Discount Form – Attachment K. All bidders responding to this RFR **must complete** this attachment and agree **to** participate in the Commonwealth Prompt Pay Discount initiative for receiving early and/or on-time payments. Prompt Pay benefits both Vendor and the Commonwealth. Vendors benefit by increased, usable cash flow as a result of fast and efficient for commodities and services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. Payments that are processed electronically can be tracked and verified through the Comptrollers Vendor Web system.

10. Commonwealth of Massachusetts State Lottery Commission's Disclosure Statement (Attachment L) **must** be completed with complete and accurate responses. In the event any information changes regarding these responses the MSLC must be notified in writing immediately.

11. Bidders **must** read, complete and sign the Certification of Compliance Concerning Personal Information and Personal Data (Attachment M).

Part 3 - Response To Contract Requirements

Responses must follow the Section and Paragraph numbering format of the requirements/specifications portions contained in this RFR when preparing their response in order for responses to be evaluated in an orderly and efficient manner.

Part 3 of the Bid response **must** consist of a complete response to Section VII of the Performance and Contract Requirements, in particular, paragraph B.1, Vendor Requirements.

Part 4 - Cost Table Preparation

COST INFORMATION MUST ONLY APPEAR IN THIS SECTION OF THE RESPONSE.

Part 4 of the Bid response **must** consist of the Vendor's Cost Table.

The Vendors Bid **must** include a fully completed Cost Table showing the applicable rates and charges for all products which will be made a part of the Vendors Contract. Include explanatory materials necessary for a full understanding of the data contained in the Cost Table.
The Vendor must use the Cost Table provided in Attachment C and shall make no changes, additions or deletions.

Costs which are not specifically identified in the Bidder's Response, and accepted by the MSLC as part of a Contract, will not be compensated under any Contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

The Cost Table of the winning Vendor will be made an integral part of the Vendor's Contract with the Commonwealth, and the Vendor will be held to these terms during the life of the Contract.

The Cost Table (Attachment C) **must** be completed comprehensively. When applicable, insert the expression N/C (No Charge) in the appropriate price column. If there is nothing inserted in a price column, the Procurement Board will assume N/C (No Charge).

The Cost Table (One Original)
must be sealed separately in an envelope and submitted with the bid.
Do not include the Cost Table in the bid or copies.

3. Submission of Bids

One (1) original, Eight (8) paper copies and a disk of the bidder's response and attachments must be delivered in the same sealed package no later than the date and time shown in Section IX, A. Procurement Calendar. **The Cost Table must be submitted under separate cover in a separate sealed envelope.** Failure to adhere to this requirement may result in the disqualification of the bid. Responses and attachments received after this deadline date and time will not be evaluated. A facsimile response will not qualify as a "submission" for deadline purposes in advance of or in lieu of a hard copy submission. Responses and attachments should be delivered to

Donna M. Walsh
Massachusetts State Lottery Commission
60 Columbian Street
Braintree, MA 02184

BIDS MUST BE CLEARLY MARKED -

"BID #LOT 1203"
"Custodial Services".

IMPORTANT: It is imperative that bids enclosed in "FedEx" or "UPS" type shipping containers must be clearly marked with the bid number and title on the outer most container in order to be distinguished from regular delivery items. For a bid to be responsive, it must be received by MSLC personnel prior to the bid due date and time. The MSLC will not be responsible for bid responses not properly marked

Vendors may submit more than one (1) bid. Each bid **must** be submitted under separate cover and shall be evaluated separately. Mail or personal delivery, hard copies required, sealed responses, no faxed or electronic responses.

The Cost Table (One Original)
must be sealed separately in an envelope and submitted with the bid.
Do not include the Cost Table in the bid or copies.

Section IX - Deadline for Responses and Procurement Calendar

Late bids will not be accepted under any circumstances.

A. Procurement Calendar

RFR #LOT 1203 Custodial Services

The dates and times for certain critical events relative to this RFR, including the release of this RFR, submission of bids, etc., are as follows:

	Day	Date	Time
Release of RFR	Monday	October 31, 2011	
Mandatory Site Visit		**November 15th thru November 17th**	
Submission of Written Inquiries	Monday	November 21, 2011	1:00PM
Response to Written Inquiries (est.)	Wednesday	November 23, 2011	

(All Responses will be posted Commonwealth Procurement Access and Solicitation Site - www.comm-pass.com)

Response Due Date	**Tuesday**	**December 13, 2011**	**1:00PM**
Oral Presentations	To Be Determined		

***Site Visits will be conducted in accordance with the following schedule:**

Braintree	**November 15, 2011 @ 10:00AM**
Canton	**See Braintree**

Note: The site visit for Braintree will start at 10:00AM and will move to Canton immediately following the Braintree visit.

The following visits will be held at each location on the dates shown:

Worcester	**November 16, 2011 @ 10:00AM**
Springfield	**November 16, 2011 @ 1:00PM**
New Bedford	**November 17, 2011 @ 10:00AM**
Woburn	**November 17, 2011 @ 1:00PM**

Note: BOSTON: The Boston location consists of one (1) room of approximately 500 square feet. A site visit to that room will not be required.

Section X - Attachments

Attachment A - Commonwealth Terms and Conditions [Two (2) Pages]

Attachment B - Standard Contract Form [Five (5) Pages]

Attachment C - Cost Table [Six (6) Pages]

Attachment D – W-9 Request for Verification of Taxation Reporting Information [Two (2) Pages]

Attachment E - Certificate of Compliance [One (1) Page]

Attachment F - Business Reference Form [One (1) Page]

Attachment G – Supplier Diversity Plan (SDP) Form [Two (2) Pages]

Attachment H - Contractor Authorized Signatory Listing [Two (2) Pages]
(Required for Contracts Anticipated to exceed $50,000, or as required by the RFR)

Attachment I - Authorization for Electronic Funds Transfer (EFT) Payments [One (1) Page]

Attachment J – Invest in MA [One (1) Page]

Attachment K- Prompt Pay Discount Form [One (1) Page]

Attachment L- Commonwealth of Massachusetts State Lottery Commission's Disclosure Statement [Three (3) Pages]

Attachment M- Certification of Compliance Concerning Personal Information and Personal Data Form [One (1) Page]

Attachment N – Facility Locations [Two (2) Pages]

Attachment O – Prevailing Wage [Eight (8) Pages]

Attachment P – Night Cleaning, Weekly Cleaning and Monthly Cleaning Checklist [Four (4) Pages]

Note: Attachments A, B, C, D, E, F, G, H, I, K, L, M, N, O and P are available in electronic form at www.comm-pass.com.