



Division of Agricultural Conservation & Technical Assistance

## State Owned Farmland Licensing Program

Former Taunton State Hospital-Lakeville  
Fiscal Year 2023

Request for Response (RFR): RFR # AGR-SFLP-LAKE-FY23

For proposals for the agricultural use of multiple parcels totaling approximately 21.04+/- acres located at the former Taunton State Hospital property on Bridge Street, Lakeville, Massachusetts

**Responses must be received by MDAR no later than 3:00 PM, July 15, 2022**

Contact: Barbara Hopson  
Regional Planner  
Telephone: 617-459-8545  
Email: [barbara.hopson@mass.gov](mailto:barbara.hopson@mass.gov)



Massachusetts Department of Agricultural Resources  
138 Memorial Avenue, Suite 42,  
West Springfield, MA 01089

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EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Bethany A. Card, Secretary

RFR Announcement: RFR ID: RFR # AGR-SFLP-LAKE-2023

June 14, 2022

| 1. LAND LICENSING OPPORTUNITY SUMMARY |  |  |
|---------------------------------------|--|--|
| a.                                    | <b>Proposals Sought For:</b>   | The agricultural use of approximately 21.04+/- acres of farmland located at the former Taunton State Hospital property in Lakeville, Massachusetts. The Property is owned by the Commonwealth of Massachusetts, under the care and control of the Department of Agricultural Resources.  |
| b.                                    | <b>Overview and Goals:</b>   | The Commonwealth of Massachusetts Department of Agricultural Resources (MDAR) is soliciting proposals for the agricultural use of various parcels of agricultural land up to approximately 21.04+/- acres of state-owned property consisting of three fields located at the former Taunton State Hospital property on Bridge Street/Main Street in Lakeville, Massachusetts (the "Property"). Priority will be given to proposals which address and implement goals of the Massachusetts Local Food Action Plan. |
| c.                                    | <b>Eligible Applicants:</b>  | Agricultural operations as defined by <a href="#">M.G.L. c. 128, Sec. 1A</a> that are principally and substantially engaged in the business of production agriculture or farming for commercial purposes. An agreement may be reached with a single or multiple applicants.  |
| d.                                    | <b>Application Deadline:</b>   | July 15, 2022 at 3:00 pm   |
| e.                                    | <b>Total Anticipated Duration of Contract:</b>                               | 4 years with the option to renew for up to five years.   |
| f.                                    | <b>Regulations, Statutes, or Authorization Governing this Grant Program:</b> | <a href="#">330 CMR 18.00</a> ;<br><a href="#">M.G.L. c.128, s. 7A-7F</a>  |
| g.                                    | <b>Contact Information:</b>  | Barbara Hopson, Regional Planner<br>Department of Agricultural Resources<br>138 Memorial Avenue, Suite 42<br>West Springfield, MA 01089<br><br>617-459-8545; barbara.hopson@mass.gov   |

## 2. PERFORMANCE AND CONTRACT SPECIFICATIONS

### a. Eligible Applicants:

|                             |  |
|-----------------------------|--|
| <b>Eligible Applicants</b>  | <ul style="list-style-type: none"> <li>● Agricultural operations as defined by M.G.L. c. 128, Sec. 1A that are principally and substantially engaged in the business of production agriculture or farming for commercial purposes and:             <ul style="list-style-type: none"> <li>○ are legally recognized entities within the Commonwealth and have the ability to enter a legally binding agreement with the Commonwealth;</li> <li>○ have demonstrated the capacity to implement and administer projects and programs as defined in the responsive proposals to this RFR;</li> <li>○ if the applicant is not an individual doing business under his/her own name, the proposal must describe the status of the organization (whether a non-profit or charitable institution, a partnership, a business association, or a joint venture) and indicate the jurisdiction under whose laws it is organized and operating.</li> </ul> </li> </ul> <p style="margin-left: 40px;">Only proposals for agricultural uses will be considered. Uses must comply with the regulations promulgated under M.G.L. Chapter 128, Sections 7A-7F.</p> <ul style="list-style-type: none"> <li>● Applicants must be in compliance with other federal, state, and local statutes, regulations, ordinances, and bylaws.</li> <li>● Applicants who have existing agricultural operations shall be subject to a site visit.</li> <li>● Applicants must be residents of the Commonwealth or entities doing business in the Commonwealth, which have over half of their ownership or trusteeship held by residents of the Commonwealth or must meet this requirement within 60 days of awarding the bid and prior to entering a license agreement.</li> </ul> |
| <b>Ineligible Proposals</b> | <ul style="list-style-type: none"> <li>● Proposals from applicants whose operation is out of compliance with any Department programs or regulations.</li> <li>● Proposals from applicants failing to meet requirements for previous or existing MDAR Standard Contracts, such as licenses, permits, certificates of approval, certificates of completion, including APR and/or assistance programs or from applicants with poor past contract performance as determined by MDAR.</li> <li>● Proposals for the growing of marijuana or hemp are not eligible.</li> <li>● Proposals for conventional livestock production are not eligible. However, proposals which include livestock as part of a regenerative agriculture program may be considered.</li> </ul>   |

**b. Contract Specifications.**

**Agricultural Field Descriptions:** Please refer to the attached plan for individual fields (Attachment B). All soil type acreages are approximate.

| <b>FIELD NAME</b> |  |
|-------------------|--|
|                   |  |
| Field 2           | 8.42 +/- acres used previously for corn production. Soils consist of 100% [5.78 acres] prime farmland soils. |
| Field 3           | 8.2 +/- acres used previously for corn production. Soils consist of 99% [8.1 acres] prime farmland soils.    |
|                   |  |
|                   |  |
| Field 7           | 4.3 +/- acres used previously for corn production. Soils consist of 95% [4.1 acres] prime farmland soils.    |
|                   |  |

**Condition of the Licensed Premises**

- Licensee accepts the Licensed Premises in “as-is, where-is” condition.
- Licensor is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.
- Licensor has made no representations or warranties whatsoever regarding the Licensed Premises, including, without limitation, no representations or warranties regarding fitness of the Licensed Premises for Licensee’s intended purpose or use.
- Licensee shall neither cause nor suffer any waste of the Licensed Premises and shall maintain the Licensed Premises in good order at all times. Licensee’s responsibilities shall include, but not be limited to, the repair of any and all damage or breakage resulting from acts of vandalism or the intentional or negligent acts of Licensee or others, but excluding damage or breakage caused by employees, agents, or contractors of Licensor. All repairs made by Licensee shall be performed in a manner satisfactory to Licensor. Licensor shall have the option to make such repairs for the account of Licensee, in which event Licensee shall reimburse Licensor for any and all costs incurred by Licensor to make such repairs. Licensee shall make payment within ten business days after written demand by Licensor.
- Licensee shall neither cause nor suffer any environmental damage to the Licensed Premises. If Licensee’s use of the Licensed Premises results in the need for any notification, assessment, or other action under any applicable federal, state or local environmental law, regulation or requirement (including but not limited to a response action under applicable legal requirements related to hazardous materials, as defined in federal or Commonwealth statute concerning hazardous or toxic materials), Licensee shall, without delay, prepare any required notification to authorities under applicable legal requirements and provide telephone notice to MDAR Designated Representative as soon as possible and no later than 48 hours of the triggering event or circumstance.

|  |  |
|--|--|
| <p><b>Utilities</b></p>                      | <ul style="list-style-type: none"> <li>• The Licensed Premises are not currently served by any utilities.</li> <li>• Construction of permanent structures or utilities, with the exception of water lines will not be allowed. Installation of water lines may be allowed with prior approval of MDAR. Any payment for city water shall be the sole responsibility of the Licensee(s).</li> <li>• Licensor may install utilities in the future, however, is under no obligation to do so.</li> <li>• If Licensor installs any utility system or service at the Licensed Premises or agrees to pay for the cost of any utility service, Licensor makes no representation or warranty whatsoever with respect thereto, including, without limitation, no representation or warranty as to the adequacy of the same for the purposes and use of Licensee.</li> <li>• Licensor shall not be responsible for any interruption in utility service.</li> <li>• Licensor may, at any time, require Licensee to contract directly with the supplier of such service.</li> </ul>   |
| <p><b>Minimum Acceptable Rent</b></p>        | <ul style="list-style-type: none"> <li>• No minimum acceptable rent has been established for the agricultural fields and license areas. Acceptable rent will be based on the proposed use of the fields and license areas and will reflect current market rates.</li> <li>• All rent shall be payable to the Commonwealth of Massachusetts.</li> </ul>   |
| <p><b>c. Proposal Terms</b></p>              |  |
| <p><b>Use Guidelines and Eligibility</b></p> | <ul style="list-style-type: none"> <li>• A license agreement will be negotiated and executed between the Commonwealth and the selected applicant(s) to outline the terms and conditions of use. Rental period shall be for four (4) years with an option to renew for an additional period of up to five (5) years.</li> </ul>   |
| <p><b>Insurance</b></p>                      | <ul style="list-style-type: none"> <li>• Licensee shall keep in force, at Licensee’s sole cost and expense during the full term of this License and during such other times as Licensee occupies the Licensed Premises or any part thereof, the following insurance policies: <p><b>Comprehensive General Liability Insurance</b> insuring Licensee against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of not less than fifty thousand dollars, combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Licensee.</p> <p><b>Vehicle Liability Insurance</b> covering each vehicle of Licensee entering the Licensed Premises in an amount not less than the compulsory coverage required in Massachusetts.</p> <p><b>Workers Compensation Insurance</b> covering Licensee's employees upon the Licensed Premises in such amounts as are required by law.</p> </li> <li>• All insurance coverage required shall be by standard policies obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts.</li> <li>• Each said insurance policy shall name the Commonwealth of Massachusetts as an additional insured and shall contain a provision stating that such coverage shall not be cancelled, reduced, or otherwise materially altered without at least ten days prior written notice to Licensor.</li> <li>• Licensee shall provide to the Commonwealth a Certificate of Insurance evidencing compliance with this provision prior to signing a License Agreement and upon the annual anniversary of the start date of the License.</li> </ul> |

### 3. INSTRUCTIONS FOR APPLICATION SUBMISSIONS

#### a. Evaluation Criteria: Each response will be scored using the following measures:

- Only proposals for agricultural uses will be considered. Uses must comply with the regulations promulgated under M.G.L. Chapter 128, Sections 7A-7F.
- Applicants must be in compliance with other federal, state, and local statutes, regulations, ordinances, and bylaws.
- Proposal is in compliance with the submission requirements and format presentation for this RFR
- Adequate supporting proposal documentation.
- Proposal outlines how it implements goals of the Massachusetts Local Food Action Plan<sup>1</sup>, including, :
  - Increase production, sales, and consumption of Massachusetts-grown foods.
  - Create jobs and economic opportunity in food and farming and improve the wages and skills of food system workers.
  - Protect the land and water needed to produce food, maximize environmental benefits from agriculture and fishing, and ensure food safety.
  - Reduce hunger and food insecurity, increase the availability of healthy food to all residents, and reduce food waste.
- Preference will be given to Historically Underserved Farmers as defined in the 2018 USDA Farm Bill. Including Beginning Farmers, Socially Disadvantaged Farmers, Limited Resource Farmers and Veteran Farmers<sup>2</sup>.
- Applicant is a farmer who leases, owns or operates a farm.
- Preference will be given to applicants who have not previously been awarded a license from MDAR.
- Past experience and demonstrated capacity (e.g., access to farm machinery etc.) of applicant to manage land for commercial agricultural purpose as defined in M.G.L. Chapter 128 Section 1A.
- Demonstrated skill/experience of applicant as documented in resume or qualification statement of applicant and a copy of the resumes/qualification statements of all parties involved in the farming operation.
- Proposal outlines a viable management plan for commercial use of the property, stewardship of the agricultural resource and is compatible with nearby and abutting land use.
- Farm Plan promotes sustainable agricultural practices and includes the following at a minimum:
  - Activities to improve the property for agricultural use (e.g., improvement of soil fertility, implementation of Best Management Practices (BMPs)).
  - Provisions for soil conservation measures recommended by the Natural Resources Conservation Service (NRCS) or similar agricultural conservation organization (e.g., crop rotation, cover cropping).
  - Commitment to minimizing pesticide use (e.g., implementation of an Integrated Pest Management Plan (IPM)).
  - Measures to prevent soil erosion and build soil fertility, such as cover cropping.
  - Measures sufficient to determine that the land will be farmed to its maximum possible commercial extent.
- Proposal includes plan to comply with MDAR policies to reduce the use of pesticides
- Result of Site Visit for applicants with an existing agricultural operation.

<sup>1</sup> See Mass. Food Action plan: <https://secureservercdn.net/45.40.145.201/ghl.292.myftpupload.com/wp-content/uploads/2021/09/MLFSPFull.pdf>

<sup>2</sup> As defined in the 2018 US Farm Bill. For reference, please see USDA definitions: [https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/people/outreach/slbfr/?cid=nrcsdev11\\_001040](https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/people/outreach/slbfr/?cid=nrcsdev11_001040)

## b. Proposal Submission Information Deadline

A proposal form is attached and must be completed and mailed/delivered to Agricultural Resources by the response date deadline. Envelopes must be marked in the lower left-hand corner with the following:

**“Proposal for use of state-owned farmland at the former Taunton State Hospital in Lakeville”**

Envelopes not so marked are likely to be opened before that time and will be returned to the sender. Proposals received by MDAR's Land Use Administrator later than 3:00 PM. on July 15, 2022 will be returned to their respective owners.

Applicants are cautioned to allow sufficient time for their proposals to be received by the Land Use Administrator as only proposals RECEIVED by MDAR by the response date will be reviewed and considered. Electronic proposals are acceptable provided that the proposal is successfully received by the Land Use Administrator prior to the opening date and time.

**All materials must be sent to the attention of:**

**Barbara Hopson  
Regional Planner  
Department of Agricultural Resources,  
138 Memorial Avenue, Suite 42, West Springfield, MA 01089  
Telephone: 617-459-8545  
Email: [barbara.hopson@mass.gov](mailto:barbara.hopson@mass.gov)**

## c. Additional Required Documentation

If selected, the Respondent will be required to submit the following forms to complete the contract:

- A License Agreement which will be adapted to the specific licenses area and to reflect the terms agreed upon by the parties to accomplish the purposes of the RFR.
- Commonwealth W-9 tax information form filled out and signed by the Respondent (if not already on file)
- Completed Contractor Authorized Signature Verification Form
- A deposit of one year's rent in the form of a **certified** personal check, cashier's check, or money order made payable to: The Commonwealth of Massachusetts

Respondents are encouraged to review these forms prior to submission of a Response. They are available as attachments to this document.

## 4. DEADLINES AND PROCUREMENT CALENDAR

### A. Release of RFR:

June 14, 2022

### B. Information Sessions:

An onsite information session and walking tour will be held on Friday, July 8, 2022. To pre-register for the information session send an email to [dorothy.du@mass.gov](mailto:dorothy.du@mass.gov). Questions must be submitted to [dorothy.du@mass.gov](mailto:dorothy.du@mass.gov) no later than one week prior to the submission deadline. Questions and Answers will be posted on Commbuys and the MDAR's website. In the event of bad weather, an alternative date will be announced. Anyone in attendance must comply with all applicable federal, state, and local COVID-19 protocols in place at that time.



|  |  |
|--|--|
| <b>C. Application Due Date:</b>          | July 15, 2022 at 3:00 PM   |
| <b>D. Estimated Award Date:</b>          | Awards are estimated to be announced by July 25, 2022  |
| <b>E. Estimated Contract Start Date:</b> | Notwithstanding any verbal representations by the parties, and only after an award is issued and a final scope of services has been negotiated, the effective start date of a contract shall be the latest of the following dates: the date the License Agreement has been executed by an authorized signatory of the contractor and the procuring department; the date of secretariat or other approval(s) required by law or regulation; or a later date specified in the License Agreement. |

## 5. MISCELLANEOUS

|  |
|--|
| <b>a. Type of Procurement:</b>   |
| <ul style="list-style-type: none"> <li>• License</li> </ul>  |
| <b>b. Use of This Procurement by Single or Multiple Departments:</b>   |
| <ul style="list-style-type: none"> <li>• This RFR is for single department procurement. All licenses awarded under this RFR will be utilized solely by MDAR.</li> </ul>  |
| <b>c. Request for Single or Multiple Contractors:</b>  |
| <ul style="list-style-type: none"> <li>• Multiple</li> </ul>   |
| <b>d. RFR Distribution Method:</b>   |
| <ul style="list-style-type: none"> <li>• This RFR has been distributed by the Department’s Farm and Market Newsletter, posted to the program’s website at <a href="http://www.mass.gov/agr">www.mass.gov/agr</a>, and by a distribution list of requested applicants.</li> <li>• This RFR has been distributed electronically via Commbuys. It is the responsibility of every Applicant to check Commbuys for any addenda or modifications to an RFR to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended RFRs and submit inadequate or incorrect responses. Potential Respondents are advised to check the “last change” field on the summary page of RFRs for which they intend to submit a response to ensure they have the most recent RFR files.</li> <li>• Respondents may not alter RFR language or any RFR component files. Those submitting a proposal must respond in accordance with the RFR directions and complete only those sections that prompt a Respondent for a response. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized alterations will disqualify response.</li> </ul> |
| <b>e. List of Attachments:</b>   |
| <p>Attachment A: Proposal to License State-Owned Agricultural Fields- Taunton State Hospital, Lakeville MA<br/> Attachment B: License Areas<br/> Attachment C: RFR – Required Specifications for Commodities and Services</p>  |

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

**Attachment A: APPLICATION TO LICENSE STATE-OWNED AGRICULTURAL FIELDS- LAKEVILLE**

All of the information on this application must be completed or identified as Not Applicable.

**1. Agricultural Operation Information:**

Applicant Name

Operation Name

Legal Structure  Sole Proprietor  Corporation  Partnership  LLC  Other \_\_\_\_\_

Or

Employer  I do not currently own or lease land but am an experienced farm worker seeking to lease land

Historically Underserved Farmer<sup>3</sup>  Limited Resource Farmer  Beginning Farmer  Socially Disadvantaged Farmer  Veteran Farmer

Mailing Address

City, State, Zip

Home Phone  Mobile Phone

E-mail  County

**2. Current Agricultural Operation Details:**

Type of Operation:  Maple  Beef  Produce  Cranberry  Greenhouse  Livestock  
 Dairy  Nursery  Other

Acreage Owned  Acreage Leased  Acreage in Production

<sup>3</sup> As defined in the 2018 US Farm Bill. For reference, please see USDA definitions:  
[https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/people/outreach/slbfr/?cid=nrcsdev11\\_001040](https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/people/outreach/slbfr/?cid=nrcsdev11_001040)

**3. Site Address for Current Operation (if different from above):**

Site Address

City, State, Zip

**4. Proposal Details:** Complete each section.

**a. Identify which parcels and / or license areas you wish to license (farmers may seek licenses for more than one parcel and/ or license area)**

| PARCEL         | YES                          | ACRES | PROPOSED TOTAL ANNUAL RENT PER ACRE |
|----------------|------------------------------|-------|-------------------------------------|
|                | <input type="checkbox"/>     |       |                                     |
| <b>Field 2</b> | <input type="checkbox"/> Yes | 8.44  |                                     |
| <b>Field 3</b> | <input type="checkbox"/> Yes | 8.3   |                                     |
|                | <input type="checkbox"/>     |       |                                     |
|                | <input type="checkbox"/>     |       |                                     |
|                | <input type="checkbox"/>     |       |                                     |
| <b>Field 7</b> | <input type="checkbox"/>     | 4.3   |                                     |
|                | <input type="checkbox"/>     |       |                                     |

**5. Proposal Details:** Complete each section.

**FARM PLAN - TAUNTON STATE HOSPITAL PROPERTY OFF BRIDGE STREET, LAKEVILLE**

**a. Provide a clear description of how you intend to use the licensed parcels for agricultural purposes including crops grown and a planting/ growing/ harvesting schedule. Where will the agricultural products be sold? (Submit separate information for each parcel if necessary). This will be considered your "Farm Plan" and granted a license, you will be required to maintain the land according to this plan:**

**b. Describe your farming experience and any other relevant experience.**

**c. Describe equipment you possess to allow you to utilize, maintain and work the agricultural resource to its fullest potential?**

**d. How will your proposal implement goals of the MA Local Food Action Plan.**

**e. Please provide the name, address and phone number of two references, at least one of which shall be from a landowner from whom you currently rent/use land**

|                      |  |
|----------------------|--|
| <b>1.NAME:</b>       |  |
| POSITION/ TITLE      |  |
| RELATIONSHIP TO YOU: |  |
| PHONE:               |  |
| EMAIL:               |  |

|                      |  |
|----------------------|--|
| <b>2.NAME:</b>       |  |
| POSITION/ TITLE      |  |
| RELATIONSHIP TO YOU: |  |
| PHONE:               |  |
| EMAIL:               |  |

**5. Attestation:**

By signing this application, you attest all statements herein are accurate and true. By signing this application, you give permission to have a site visit by MDAR staff which may be necessary before a decision is made. All site visits will be arranged with you in advance.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_


Date: \_\_\_\_\_

**Please complete and return the proposal response form along with your resume and a resume for all others involved in the farming operation by the appropriate deadline as described on page 9.**

## Attachment B: License Areas - Taunton State Hospital

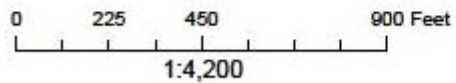


### Legend

 Taunton State Hospital Ag Lands

Imagery: 2013-2014 USGS ColorOrtho, MassGIS

Disclaimer: This map is for informational purposes only and does not constitute a survey.



**Appendix A: Required Specifications**  
**OPERATIONAL SERVICES DIVISION**  
**RFR - REQUIRED SPECIFICATIONS FOR COMMODITIES AND SERVICES**

**RFR - Required Specifications for Commodities and Services**  
**Revision Date: October 5, 2021**

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

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

**1. COMMBUYS Market Center.** COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at [www.commbuys.com](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 components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**Program Resources and Assistance.** Bidders and Contractors seeking assistance regarding SBPP may visit the [SBPP Webpage](#), or contact the SBPP Help Desk at [sbpp@mass.gov](mailto:sbpp@mass.gov).

## **7. Supplier Diversity Program (SDP)**

**Program Background.** Pursuant to [Executive Order 565](#), the Commonwealth's [Supplier Diversity Program](#) (SDP) promotes business-to-business relationships between awarded Contractors and diverse businesses and non-profit organizations ("SDP Partners") certified or recognized (see below for more information) by the [Supplier Diversity Office \(SDO\)](#).

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

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

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

### **Eligible SDP Partner Certification Categories**

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

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

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

- **Subcontracting**, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.
- **Ancillary Products and Services**, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor's contract with the Commonwealth but may be related to the Contractor's own operational needs.

Other types of business-to-business relationships are not acceptable under this contract. All provisions of this RFR applicable to subcontracting shall apply equally to the engagement of SDP Partners as subcontractors.

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

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

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

**Bidders may propose SDP Partners that are:**

- **Certified or recognized by the SDO:** Such partners appear in the [SDO Directory of Certified Businesses](#) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](#) directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor's SDP Commitment.
- **Not yet certified or recognized by the SDO:** Such partners must be certified in eligible categories by a third-party certification body, such as another city or state supplier diversity certification office, the [National Minority Supplier Development Council](#), the [Women Business Enterprise National Council](#), [Disability: IN](#), or the [National LGBT Chamber of Commerce \(NGLCC\)](#), but are not listed in the above-mentioned directories. Self-certification is not acceptable. While Bidders may list such proposed SDP Partners on their SDP Plans, spending with such partners will not contribute to meeting the Contractor's SDP Commitment unless they apply for and are granted SDO supplier diversity certification or recognition. If proposed SDP Partners do not receive SDO supplier diversity certification or recognition, the Contractor must find alternative SDP Partners to meet the SDP Commitment.

It is the responsibility of the Contractor to ensure that their proposed SDP Partners obtain such certification or recognition by the SDO after contract award (if any). The issuing department and the SDO will not conduct outreach to proposed SDP Partners to ensure their certification. Furthermore, no guarantee may be made that a proposed SDP Partner will be certified, or regarding the time it may take to process a proposed SDP Partner certification. Contractors may direct partners to the SDO's homepage, [www.mass.gov/sdo](http://www.mass.gov/sdo) and the [Certification Self-Assessment Tool](#) for guidance on applying for certification.

It is **desirable** for Bidders to provide an SDP Focus Statement that describe the bidder's overall approach to increasing the participation of diverse businesses in the provision of products and services under this proposal/contract (subcontracting) and in the Bidder's general business operations (ancillary products and services). Such a description may include but not be limited to:

- A clearly stated purpose or goal.
- Specific types of diverse and small businesses targeted.

- Which departments/units within the business are responsible for implementing supplier diversity.
- Types of opportunities for which diverse and small businesses are considered.
- Specific measures/methods of engagement of diverse and small businesses.
- An existing internal supplier diversity policy.
- Public availability of the Bidder's supplier diversity policy.

It also is **desirable** for Bidders to use the SDP Plan Form to describe additional creative initiatives (if any) related to engaging, buying from, and/or collaborating with diverse businesses. Such initiatives may include but not be limited to:

- Serving as a mentor in a mentor-protégé relationship.
- Technical and financial assistance provided to diverse businesses.
- Participation in joint ventures between nondiverse and diverse businesses.
- Voluntary assistance programs by which nondiverse business employees are loaned to diverse businesses or by which diverse business employees are taken into viable business ventures to acquire training and experience in managing business affairs.

**Evaluation of SDP Forms.** To encourage Bidders to develop substantial supplier diversity initiatives and commitments as measures valuable to the Commonwealth, at least 25% of the total available evaluation points for this bid solicitation shall be allocated to the evaluation of the SDP Plan submissions. Because the purpose of the SDP is to promote business-to-business partnerships, the Bidders' workforce diversity initiatives will not be considered in the evaluation.

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

Only spending with SDP Partners that appear in the [SDO Directory of Certified Businesses](#) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](#) directory shall be counted toward a Contractor's compliance with their SDP Commitment. Spending with SDP Partners that do not appear in the directories above shall not be counted toward meeting a Contractor's SDP Commitment.

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

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

**Program Resources and Assistance.** Contractors seeking assistance in the development of their SDP Plans or identification of potential SDP Partners may visit the SDP webpage, [www.mass.gov/sdp](http://www.mass.gov/sdp), or contact the SDP Help Desk at [sdp@mass.gov](mailto:sdp@mass.gov).

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

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

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

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

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

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

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

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

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

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

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

contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

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

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

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

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

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

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

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

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

**23. Acceptable Forms of Signature**

Department will instruct contractor on what form of Signature will be required for this procurement.

Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. Traditional "wet signature" (ink on paper); 2. Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or Page 2 b. An uploaded picture of the signatory's hand drawn signature 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.