The Commonwealth of Massachusetts

EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

department of environmental protection

1 Winter Street, Boston, MA 02108



Request for Response (RFR)

Document Title: Site Assessment and Remediation Support Services VII

(SARSS VII)

# COMMBUYS Bid#: BD-23-1045-BWSC0-BWSC1-78199

Agency Document Number: BWSC-2023-SARSS VII-MSA

SEPTEMBER 1, 2022

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

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## SECTION 1: RFR Introduction and General Description

COMMBUYS Nomenclature Used for this Solicitation: The Commonwealth’s online COMMBUYS system is used for all purchasing of goods and services for agencies of the Commonwealth, and COMMBUYS refers to all response submittals as “**bids**” whether it is a simple pricing bid for the services of a single contractor, or a more complicated services RFR pre-qualification solicitation that requires submittals of a responsive proposal with technical and administrative qualifications such as required for this SARSS VII solicitation. Therefore, when the term “bid” is used in this solicitation it means the submission of all the required documents that are described in throughout this solicitation. And when the term “bidder” is used in this RFR, it includes the firms responding to this solicitation that are typically environmental, engineering and science consultants, and/or other businesses providing environmental assessment and response actions.

## Procurement Scope and Description

Through this solicitation, the Commonwealth of Massachusetts, Massachusetts Department of Environmental Protection (i.e., the Department or MassDEP), Bureau of Waste Site Cleanup (BWSC) is seeking to pre-qualify multiple contractors/consulting firms to provide site discovery investigations, site assessment, site remediation option evaluation and analyses, site design, environmental professional contractor/consulting support and other related environmental support services to the Department for environmental protection projects throughout the Commonwealth of Massachusetts. The detailed scope of SARSS VII services is provided in **Attachment A** (*Detailed Scope of Services*).

This SARSS VII Contract will be the seventh (7th) multiple year, multi-award, indefinite-delivery, and indefinite-quantity contract issued by MassDEP through the BWSC program. The current SARSS VI Contract ends on October 31, 2022[[1]](#footnote-1), and after that date the Department will continue to require support from qualified environmental contractors and consultants to provide assessment, remediation, and professional technical services to achieve MassDEP’s environmental regulatory goals. MassDEP’s BWSC program will be the lead Bureau that will manage the SARSS VII Contract.

The Department’s selection of firms through this procurement will be based upon an evaluation of multiple criteria, including but not limited to each firm’s professional qualifications and its labor rates per hour for various levels of professional experience as defined in **Attachment C** (General Compensation (Payment) Terms and Conditions), Article 2 (*Labor Compensation Terms and Conditions*.)

It is understood that individual contractors/consultants may not have the full range of services “in-house” to support all potential services required by the SARSS VII Contract. Therefore, after Contract award and when required, the pre-qualified SARSS contractor may be designated as the “Prime Contractor”, when MassDEP authorizes the use of subcontractors that the Prime Contractor acquires through the processes defined in **Attachment B** (*Department Supplemental Terms and Conditions, Article 8)*. In addition, those firms who have expertise in certain scope of service areas, but not in other scope of services categories as defined for this contract will be evaluated only for the specific scope of services the firms have selected in the scope of services selection form that is submitted with the quote package on COMMBUYS.

Background information about the Department, BWSC, and the environmental regulations governing the cleanup of releases of oil and/or hazardous materials as required by the Massachusetts Contingency Plan (MCP), as well as information regarding other MassDEP programs can be found at [**www.mass.gov/dep**](http://www.mass.gov/dep).

Contractors who are awarded a contract as a result of this SARSS VII pre-qualification solicitation process will primarily support the BWSC program in meeting MassDEP’s statutory and regulatory obligations for the cleanup of oil and hazardous releases in the Commonwealth (pursuant to the provisions of M.G.L. c. 21E and the Massachusetts Contingency Plan, or MCP), and to a lesser extent, will also support other Bureaus within MassDEP so that the Department can meet other agency-mandated and related statutory and regulatory requirements, including but not limited to M.G.L. c. 21H (solid waste).

Bidders should note that the SARSS VII Scope of Services has been expanded from prior SARSS solicitations to include additional detailed technical support services associated with several MassDEP high-priority policy initiatives and mandates to protect Public Health, Safety, Welfare and the Environment, including but not limited to: Greener Cleanup and Sustainability Objectives; Unexploded Ordnance/Munitions/Explosives of Concern; Solar array projects for Nyanza Superfund site; Highly pathogenic avia Influenza (HPAI – Bird Flu) disaster response actions; state-wide testing of drinking water in public schools; PFAS contamination identification and testing in public/private water supplies; and MassDEP-led response actions to identify and remediate contaminants of concern at the former General Chemical Company (GCC) facility, with associated technical support services to protect the MWRA aqueduct adjacent to this facility (GCC is an express $12 million legislative mandate). See Attachment A for more details on these service categories.

**1.1.1 Summary of Scope of Services**

**Introduction:** The Scope of Services in this Section is a summary to provide all bidders with information to prepare their qualification statements. The detailed scope of services is provided in **Attachment A** (*Detailed Scope of Services*) of this RFR. **Attachment A** provides information that bidders should use in preparing their qualifications for submittal. The Department’s instructions, format, and content of that submittal, herein referred to as the “Quote Package” is presented in **Attachment D** (*Instructions for Preparing the Quote Package (Bid-proposal) with Required Forms*).

The scope of services for tasks under this Contract can include but are not limited to the following services:

* site assessment for nature and extent of contamination in the environment
* environmental assessment for site discovery and identification
* development of remediation options and design of remedial response actions
* preparation of permits for site work
* operation and maintenance of treatment and containment systems
* support for high-priority quick-turnaround projects assigned to MassDEP for the protection of public health, safety, welfare and the environment
* providing review and evaluation and consultation with MassDEP with documents and proposals from other parties
* provide support for policy and procedure development and revision
* and other support to MassDEP as directed by the Department in order to implement the requirements of the M.G.L. c.21E statute and the Massachusetts Contingency Plan (MCP) regulations, and the requirements of M.G.L. c. 21H for solid waste, as well as any other Contractor support needed by the Department for its environmental protection and restoration programs.

Note that the use of the term “site” as used in this solicitation is the same as “disposal site” as defined in the MCP (310 CMR 40.0006). Other acronyms and terms used in this RFR are defined in **Appendix 5, Glossary/ Definitions**. Also note that sites may also be federal Department of Defense Formerly Used Defense Sites (FUDS) and US EPA Superfund sites for which the state has been required to oversee or take over to perform operation, maintenance, and monitoring (O&MM) activities, to work in coordination with the federal government entities that have primary control of these sites.

**1.1.2 General Description of Scope of Services**

The summary list presented below are those services that MassDEP is most likely to require of Contractors/Consultants during the performance of this Contract, although Contractors may also be required to perform additional services at the request of MassDEP. The numbering of the various scope items corresponds to more detailed descriptions for each service provided in **Attachment A** (*Detailed Scope of Services*). Bidders should be aware that the detailed Scope of Services provided in **Attachment A** will constitute a significant basis for evaluating the qualifications submitted by the bidders and their technical and administrative experience with specific tasks within the SARSS VII scope of services descriptions. The table below shows the major scope elements and the types of tasks within those major elements.

| **DETAILED SCOPE OF SERVICES**  **(**ref: **ATTACHMENT A** page 38) | |
| --- | --- |
| **Section** | **Title** |
| **MGL c. 21E/MCP REMEDIAL SITE ASSESSMENT AND REMEDIAL DESIGN SUPPORT SERVICES** | |
| 1. | Disposal Site Discovery and Assessment Activities |
| 2. | Identifying and Evaluating Remedial Response Options |
| 3. | Planning and/or Design of Response Actions and Remediation |
| 4. | Technical Expertise in Environmental Sciences and Engineering |
| 5. | Field Support Activities |
| 6. | Document Reviews and Evaluations |
| 7. | Projects Under US EPA Grant Funding |
| **MGL c. 21H SOLID WASTE** | |
| 8. | Landfill Related Activities, Including Investigation, Monitoring and Repair Design |
| 9. | Landfill Financial Analysis and Evaluations |
| 10. | Landfill Operation and Maintenance, Rehabilitation/Restoration, Design/Oversight |
| **OTHER SUPPORT SERVICES** | |
|  | ***OTHER TECHNICAL AND ADMINISTRATIVE SUPPORT*** |
| 11. | Technical and Scientific Policy Development Support Services |
| 12. | Program Development Support Services |
| 13. | Cost Recovery Policy Development Support |
| 14. | Public Involvement Support Services |
| 15. | Groundwater Remediation Optimization Surveys, Evaluations, Pilot Studies, Design |
| 16. | Brownfield Site Support |
| 17. | Indoor Air Assessments, Evaluations, Design, and Installation |
| 18. | Field Analytical Services |
| 19. | Asbestos Surveys, Planning, Development of Abatement Specifications |
| 20. | Wetlands Delineation/Restoration |
| 21. | Representativeness Evaluations and Data Usability Assessments |
| 22. | Minor Remediation and Upgrade Services |
| 23. | Preparation of Work and Cost Plans for Use by Others |
| 24. | Health and Safety Support |
| 25. | Disaster Support Services |
| 26. | Greener Cleanup and Sustainability Objectives Support |
| 27. | High Priority Public Health. Safety, Welfare and Environmental Project Support |
| 28. | Operation and Maintenance of Treatment Systems and Facilities |
| 29. | Environmental Support to Other Bureaus |
| 30. | Temporary Personnel Support |
|  | ***COST RECOVERY SUPPORT*** |
| 31. | Auditors and Financial Experts |
| 32. | Real Estate Appraisers |
| 33. | Private Investigation Services |
| 34. | Technical expert witness testimony and related litigation support services |

## Applicable Procurement Law

This Bid is issued under the following law:

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

## Number of Awards

MassDEP will select multiple firms under this Contract to establish a master-list of pre-qualified firms to provide the services defined herein. Selection of a firm for the SARSS VII master list is not a guarantee that an engagement for work will result from MassDEP during the contract term.

The SARSS VII master-list of contractors will replace the current list of firms which was established under the previous SARSS VI contract. While there are currently 13 SARSS VI contractors on this contract, MassDEP has no limitation on the number of firms which can be pre-qualified through the SARSS VII solicitation, and the current procurement is open to all bidders that elect to submit responses.

## Adding Contractors after Initial Contract Award

If, over the life of the Contract, the Strategic Sourcing Services Team (SSST) determines additional contractors should be added, these firms may first be drawn from qualified companies that responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Bid may be reopened to obtain additional Quotes.

## Eligible Entities

Any contract(s) resulting from this Bid will be open for use to the Issuing Entity Only. The issuing entity for this Bid is the Massachusetts Department of Environmental Protection (MassDEP).

## Acquisition Method(s)

Fee for Service.

## Performance and Payment Time Frames Which Continue Beyond Duration of the Contract

All agreements for services entered into during the duration of this contract and whose performance and payment time frames extend beyond the duration of this contract shall remain in effect for performance and payment purposes (limited to one year after the expiration of the contract end date, which will include, if applicable, all extensions of the contract as allowed by this RFR). No new agreements for services may be executed after the contract has expired. Any contract termination or suspension pursuant to this section shall not automatically terminate agreement for services already in place unless the Department also terminates said agreements for service, which were executed pursuant to the contract.

## Contract Duration

The expected duration of this contract is as follows:

| **Contract Duration** | **Number of Options** | **Number of Years/Months** | **Instructions** |
| --- | --- | --- | --- |
| **Initial Duration** |  | **5 years** | The Contract will be executed for this Initial Duration and will run from the Contract Effective/Start Date (execution date) for this Initial Duration. |
| **Renewal Options** | **One** | **2 years** | One option to renew for 2 years. |
| **Total Maximum Contract Duration** |  | **7 years** | Initial five (5) Years for the Initial Term -Plus one 2-year option period. |

No goods may be ordered and no new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired unless an extension has been approved by the Commonwealth.

## Estimated Value of the Contract

The Estimated Value of the SARSS VII Contract is potentially $19 million, contingent upon anticipated legislative appropriations. This estimated value is for the total SARSS VII program for the entire extended contract term and individual MassDEP projects with pre-qualified contractors will be for lesser amounts. The Commonwealth and MassDEP make no guarantee that any services will be purchased from any Contract resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the background information for Bidders and are not to be relied upon as any indication of future purchase levels.

## SECTION 2: Estimated Procurement Calendar

| **EVENT** | **DATE** |
| --- | --- |
| **World Trade Organization Announcement on COMMBUYS** | Friday, August 26, 2022 |
| **Bid Release Date** | Thursday, September 1, 2022 |
| **Bidders’ Conference (virtual) (Optional)**  Join Zoom Meeting: <https://us06web.zoom.us/j/9542859836?pwd=UUFRZkxOZ29vOGVmSVMzcHFIRVdxZz09>  Meeting ID: 954 285 9836 Passcode: 1122  Dial:  USA 713 353 7024 US Toll  USA 888 330 1716 US Toll-free Conference code: 587849 | **Thursday, September 15, 2022**; **10 a.m.** |
| Deadline for Submission of Questions through COMMBUYS “Bid Q&A” | Thursday, September 22, 2022; **5:00 p.m.** |
| Official Answers for Bid Q&A published (Estimated); Bid Amendment Deadline | Thursday, September 29, 2022 |
| **Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS)** | **Thursday, November 10, 2022 5:00 p.m.** |
| Evaluation of Submissions (Estimated) | November 11, 2022 through December 15, 2022 |
| Notification of Apparent Successful Bidder(s) (Estimated) | December 30, 2022 |
| **Estimated Contract Start Date** | **January 30, 2023** |

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

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

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the SSST regarding this Bid. Bidders’ questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions) and prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions.

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

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

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

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and 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 Purchasing Department, including requests for clarification. The Purchasing Department 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 Purchasing Department to be lost or rejected by any means, including email or spam filtering.

## Locating Bid Q&A

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

## Bidders’ Conference (virtual)

The Bidders’ Conference is conducted by the SSST for the purpose of informing prospective Bidders about the Bid and answering questions from prospective Bidders. The date/time and location of the Bidder’s Conference is presented in the Estimated Procurement Calendar in Section 2. **Attendance is optional but strongly recommended.** Please refer to the COMMBUYS website for any updated information. While Bidders may ask questions for response by the SSST on an informal basis (all questions must be submitted to the SSST in writing during the conference), the SSST will post all submitted questions and MassDEP’s official answers on the COMMBUYS website in accordance with the requirements of Section 2.1 above and within the timeframes set forth in the Estimated Procurement Calendar.

## Procurement Contact Information

The MassDEP contact for this SARSS VII RFR and the resulting SARSS VII Contract Administrator once contracts are awarded is:

Robert (Bob) Shaughnessy

MassDEP

BWSC TFS

One Winter Street, 3rd floor

Boston, MA 02108

Phone: use only e-mail for requesting procurement information

[robert.shaughnessy@mass.gov](mailto:robert.shaughnessy@mass.gov)

If Contract Administrator Robert (Bob) Shaughnessy is unavailable, then the backup MassDEP contact is:

George D. Gardner

MassDEP

BWSC TFS

One Winter Street, 3rd floor

Boston, MA 02108

Phone: use only e-mail for requesting procurement information. When emailing, Bob Shaughnessy is the primary addressee to receive all emails with regard to this solicitation, with George Gardner being cc’d.

[george.gardner@mass.gov](mailto:george.gardner@mass.gov)

## SECTION 3: Specifications

Additional required terms and conditions, and specifications appear in the Attachments and Appendices to this RFR; see also information set forth in RFR Section 1 above.

## Bidder Qualifications -- Certifications and Affiliations

Qualified contractors/consultants must be capable of performing the services as described in Section 1 Procurement Scope and Description and meet the requirements described in the Scope of Services described in that section, and also meet all other pre-qualification requirements of this RFR, which can include additional certifications and licenses as required for specific projects and/or support service categories. In addition, the summary scope of services is defined in sections 1.1.1 (*Summary of Scope of Services*) and 1.1.2 (*General Scope of Services)* to this RFR and the detailed scope of services in Attachment A (*Detailed Scope of Services*) will be the primary evaluation criteria by which the MassDEP SSST reviews and evaluates each bidder’s quote package bid, and how the MassDEP evaluation team will assess and score the responses. See also, RFR SECTION 6 – Evaluation Criteria.

## Compensation Structure/Pricing

After contract award, Contractors will be compensated in accordance with the requirements set forth in Attachment C (*General Compensation (Payment) Terms and Conditions)*. As part of the RFR Response, all Bidders will be required to submit their proposed Labor Rates and PPE rates on BWSC form H, which can be found on a separate tab in COMMBUYS. Please note that, during this solicitation, MassDEP reserves the right to request Best and Final Offers (BAFOs) from any and/or all the responsive bidders to obtain more competitive labor and/or PPE rates to ensure best value to MassDEP and the Commonwealth with respect to this publicly funded solicitation.

## Supplier Diversity Program

### Program Background

Pursuant to [Executive Order 599](https://www.mass.gov/executive-orders/no-599-reaffirming-programs-to-ensure-diversity-equity-and-inclusion-for-diverse-and-small-massachusetts-businesses-in-state-procurement-and-contracting), the Commonwealth’s [Supplier Diversity Program (SDP)](https://www.mass.gov/supplier-diversity-program-sdp) promotes business-to-business relationships between awarded Contractors and diverse businesses and non-profit organizations (“SDP Partners”) certified or recognized by the [Supplier Diversity Office (SDO)](https://www.mass.gov/orgs/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 or non-profit organization. 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 total SDP Commitment acceptable in responses to this solicitation shall be 1%.** Bidders shall be awarded additional evaluation points for higher SDP Commitments.

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

### 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 (LBGTBE)

### Eligible Types of Business-to-Business Relationships

Bidders and Contractors may engage SDP Partners in the following two ways:

* **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

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

Bidders may propose SDP Partners that are:

* **Certified or recognized by the SDO:** Such partners appear in the [SDO Directory of Certified Businesses](https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information](https://www.vetbiz.va.gov/basic-search/) 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 certifiedin eligible categories by a third-party certification body, such as another city or state supplier diversity certification office, the [National Minority Supplier Development Council](https://nmsdc.org/mbe-certification/), the [Women Business Enterprise National Council](https://www.wbenc.org/certification/), [Disability:IN](https://disabilityin.org/what-we-do/supplier-diversity/get-certified/), or the [National LGBT Chamber of Commerce (NGLCC)](https://nglcc.org/lgbtbe-certification/), but 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 their 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, but the Department may check various website certification entities listed above for the bidder’s proposed SDP Partners to verify they are in fact certified or in the process of 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, <https://www.mass.gov/orgs/supplier-diversity-office-sdo> and the [Certification Self-Assessment Tool](https://www.mass.gov/forms/take-the-certification-self-assessment) for guidance on applying for certification.

It is **desirable** for Bidders to provide an SDP Focus Statement that describes 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.

**IMPORTANT NOTE:** MassDEP currently requires that all awarded contractors prepare and submit quarterly SDP Prime Contractor Spending reports based on their approved SDP Commitment Percentages. This report must be completed and submitted to MassDEP within 45 days after the end of each quarter.

Only spending with SDP Partners that appear in the [SDO Directory of Certified Businesses](https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information](https://www.vetbiz.va.gov/basic-search/) 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. 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](https://www.mass.gov/supplier-diversity-program-sdp), or contact the SDP Help Desk at sdp@mass.gov.

## Environmental Specifications

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

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

### Environmental Plan

Beginning the first year of the Contract and throughout the life of the Contract, awarded Bidders **must** agree to work with the SSST to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

* Implementing energy efficiency initiatives at the corporate level in line with Executive Order 484, , such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies.
* Encouraging environmental initiatives at a corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment, such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.
* Adopting standards and/or obtaining certifications, where applicable, for product development and manufacturing processes such as but not limited to Leadership in Energy and Environmental Design (LEED), International Organization for Standardization 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice and others.
* Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
* Working with the SSST to develop and distribute information and/or materials to Commonwealth customers on the Awarded Bidder’s environmental practices and initiatives throughout the term of the Contract.
* Developing a plan to implement the recycling of materials used or produced in normal business operations.
* Using green practices and/or chemicals that may include for example: a) steam cleaning or using phosphate free detergents or biodegradable cleaning products instead of organic solvents or acids to decontaminate sampling equipment, and b) selection of oxidants/reagents with a lower environmental burden.
* The SSST may award points to Bidders who provide evidence that measures and initiatives such as these are already in place within their operations, and/or for written proposals submitted with their Quote detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices form on COMMBUYS).

## SECTION 4 Other Required Terms for this RFR

## MASSDEP SUPPLEMENTAL TERMS AND CONDITIONS, AND PAYMENT TERMS AND CONDITIONS: Please see Attachment B (*Department Supplemental Terms and Conditions*) which are incorporated by reference into this RFR as posted on the COMMBUYS Bid posting site. The Attachment B Supplemental Terms and Conditions are specific to this contract and much more detailed than the general terms and conditions of the Commonwealth. However, all SARSS contractors must also comply with the Department’s Supplemental Terms and Conditions. The failure (without justification or prior MassDEP approval) of any contractor to comply with the Department’s Supplemental Terms and Conditions could result in partial non-payment or non-payment for services performed and, in extreme circumstances, could also result in termination from this state contract. In addition, after contract award, all contractors must comply with all payment requirements set forth in Attachment C (Payment Terms and Conditions) as a pre-condition of invoice acceptance and approval for payment by the MassDEP Contract Administrator.

## Continued Qualification Based on Performance

SARSS VII Contractors may be subject to periodic general performance evaluations and specific project reviews by MassDEP contract management personnel. In the event of unsatisfactory or non-performance, MassDEP reserves the right to impose payment adjustments, suspension from eligibility for future projects, and/or in extreme circumstances, contract termination based upon the contractor’s/consultant’s ongoing non-performance or sub-standard performance of Contract requirements. See also, **Attachment B** (Department *Supplemental Terms and Conditions)*, which further specify mandatory contractor general performance and related requirements for the duration of this contract.

## Reporting

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

## Data Ownership

MassDEP’s Ownership of, and Unrestricted Access to and Use of Data and Deliverables:  After contract award, MassDEP holds ownership of and unrestricted access to and use of all data and deliverables developed for projects under this SARSS VII Contract.   Related documentation includes all finished or unfinished studies, modeling files (code, input and output files), analyses, flow charts, data files, design documents, program specifications, programs, magnetic tapes, source codings and listings, source and object decks, test data, test results, schedules and planning documents, training materials and user manuals, forms, reports and similar documents, including modifications thereto.

NOTE TO BIDDERS/AWARDED CONTRACTORS: Reports and documents developed by the bidders and awarded SARSS contractors under this contract must be produced an accessible format specified by the Department and must be provided to the Department in their original electronic form, free from any restriction on modification, reproduction, publication, or distribution.

## SECTION 5 Audit

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

## SECTION 6 Evaluation criteria

**In general**: MassDEP will screen all RFR responses for administrative completeness, for conflict of interest at the business level, and for each firm’s technical capability and qualifications to perform the services selected within the total listing of services described for this contract. Responses that pass the administrative screening will be evaluated, scored, and ranked by the SSST for final recommendation and selection for contract awards. Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter negotiations with MassDEP to receive a Contract award. The evaluation criteria and the steps of the evaluation process are described in the following subsections.

## Initial Screening

MassDEP will conduct an initial screening of all submittals to determine completeness and responsiveness to the RFR requirements. In the discretion of the Department, Responses that are determined to be incomplete or nonresponsive may be disqualified. If MassDEP determines that a submittal is deficient, the bidder should not assume that MassDEP will request a clarification or other corrective action for the deficiency. However, MassDEP has the discretion to request clarifications from any/all bidder(s) regarding the RFR Response submittal that do not provide a competitive advantage or supply additional new qualification information from the bidder(s).

## Technical and Management Experience and Capabilities

The SSST, which is comprised of MassDEP staff, will evaluate the qualifications and capabilities of each bidder to perform the required scope of services activities under the contract. This evaluation will be based on the qualifications and capabilities provided by the bidders in response to MassDEP’s RFR requirements. Mandatory evaluation criteria include the bidders’ completed submission of all required forms and information as specified in the RFR including but not limited to receipt of the required minimum 1% commitment to Supplier Diversity and identifying a SDO-certified Diversity Partner, as well as all other associated forms and statements, receipt of all business reference forms, and evidence that the bidders meet all professional qualifications and certification requirements that are specified in this RFR.

In its discretion, the SSST’s evaluation may include the independent verification of credentials and stated experience from the bidders, and verification of compliance with pertinent professional standards and licensing requirements. In its discretion, the Department may also contact individuals other than those listed on the business reference forms for any information and/or for documentation that will assist the SSST in its evaluation of the RFR Responses.

## Price Evaluation

Hourly labor rates and PPE rates provided by the Bidders in the **Section H Form** as defined in Attachment D of this RFR will be evaluated separately and all submitted costs will be evaluated competitively to determine an acceptable range of all the bidders’ rates. All or some of the Bidders may be requested to submit Best and Final Offers (BAFO) and MassDEP may provide comments regarding the individual bidder’s labor rates prior to MassDEP requesting a BAFO. MassDEP reserves the right to negotiate all pricing and/or request best and final offers from any and all bidders.

## Supplier Diversity Plan

**Bidders responding to this RFR are required to submit a Supplier Diversity Plan**. Requirements for the Supplier Diversity Plan are included in Section 3.3 above.  At least 25% of the total available evaluation points for this bid solicitation shall be allocated to the evaluation of the SDP Plan submissions.

## Recommendation and Contractor Selection

The SSST shall review, evaluate, and rank each RFR response for overall quality and capability to perform the selected service areas, in accordance with evaluation criteria. After the SSST has completed its evaluation process, MassDEP Senior Management will review the rankings and evaluations performed by the SSST and will make final recommendations for SARSS VII Contract awards. Final SARSS VII contract awards will only be made with concurrence and approval of all MassDEP Senior Management.

## SECTION 7 HOW TO SUBMIT A QUOTE

**Introduction:** All Bidders may begin creating and compiling Quote materials as soon as the Bid and all attachments are in the Sent document status in COMMBUYS. Bidders are instructed not to submit Quotes before the Bid Amendment Deadline in the Estimated Procurement Calendar has passed.

Note that the contents of the quote include numerous technical and administrative qualifications that are incorporated into the “Quote Package” that bidders are required to submit in response to this solicitation. Attachment D (*Instructions for Preparing and Submitting Quote Packages)* is a detailed guide to outline Quote Package requirements in detail, including specific Department forms that must be completed and submitted with the Quote Package, to ensure that the RFR Response submittal is complete for this solicitation. Bidders are advised to use Attachment D (*Instructions for Preparing and Submitting Quote Packages)* as their guidance.

The following subsections define the mechanics of submitting a responsive bid electronically through COMMBUYS:

## Quote Submission Method

Online Quote Submission via COMMBUYS is required.

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

## COMMBUYS Quote Submission Training and Instructions

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

* **Appendix 4, Instructions for Vendors Responding to Bids Electronically through COMMBUYS in this RFR.**
* An online job aid on How to Create a Quote (COMMBUYS website)
* Webcast video on How to Find Bids (Solicitations) and Submit Quotes (Responses) through COMMBUYS.

## COMMBUYS Support

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

**Website:** Go to [www.mass.gov/osd/commbuys](http://www.mass.gov/osd/commbuys) to access COMMBUYS resources, including new bid postings, job aids, and training schedules for buyers, among others.

**Email:** Send inquiries to the OSD Help Desk at [OSDHelpDesk@mass.gov](mailto:OSDHelpDesk@mass.gov)

**Telephone:** Call the OSD Help Desk at 1-888-MA-STATE (1-888-627-8283). The Help Desk is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday Eastern Time, except on federal and state holidays.

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

## Bid Opening Date/Time

All Bids must be posted in COMMBUYS before the specified date, month, year, and time displayed as the Bid Opening Date/Time in the Header Information section of the Bid in COMMBUYS. Times are Eastern Time. All Bidders are advised to allow adequate time for Bid submission by considering potential online submission impediments such as Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder’s local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record. COMMBUYS will not accept Bids submitted after the Bid Opening Date/Time deadline.

## Quote Content and General Instructions

The Quote must include the items located and defined in **Attachment D** (*Instructions for Preparing and Submitting Quote Packages (Bid Response) with Required Forms*) in response to this RFR. In addition, for RFR Response content, all Bidders must comply with all applicable requirements described in SECTION 3 SPECIFICATIONS of this RFR, and all other mandatory RFR Requirements, including but not limited to submission of the SDP Plan form with a (minimum of) 1% commitment percentage to using SDO-certified diversity businesses (mandatory) as defined in Section 3.3 above. The required forms and narratives for the bidder’s Quote Package are defined in detail in **Attachment D** (*Instructions for Preparing and Submitting Quote Packages)* of this RFR. Failure of the bidder to submit the documents required in the RFR and as defined in **Attachment D**, including a signed cover sheet, may result in disqualification in the discretion of the SSST. If a MassDEP Departmental form is required, it will be accessible to the Bidders via the COMMBUYS website along with the Commonwealth’s required forms.

## Electronic Signatures

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

## Acceptable Forms of Signature

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 b. An uploaded picture of the signatory’s hand drawn signature; or 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory’s name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

## File Size Limits

**COMMBUYS may not accept files that approach or exceed 10 MB**.  If a large file fails to upload, the Bidder must save the contents as multiple files. If a large file fails to upload, bidders must break up the file and append \_Part1, \_Part2 to the end of the Description and File Name.

## File Format Restrictions

All scanned documents must be in .pdf format and must be scanned in such a way that they may be read on a computer monitor and printed on 8 1/2” x 11” paper, unless otherwise specified. Forms provided for the Bidder to complete electronically, except for the forms requiring ink signatures, must be completed and sent via email to the Commonwealth Contract Manager in their original formats and should not be scanned and submitted as PDFs or other file types.

## Documents and items that cannot be submitted electronically

Documents and items that may not be submitted electronically, such as confidential business references submitted by the Bidder or requests for material samples, respectively, must be submitted to the Procurement Contact as specified in RFR Section 2.4 in accordance with all Quote submission requirements, including Bid Opening Date/Time, Bid Package, and Environmental Response Submission Compliance provisions.

## Withdrawing a Quote

### Prior to Bid Opening Date/Time

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

### After Bid Opening Date/Time

Quotes may not be withdrawn after the Bid Opening Date/Time. If the Bidder wants to remove a Quote from consideration, contact the Strategic Sourcing Services Lead for guidance.

## Prohibition Regarding Contract Terms

Bidders must not, as part of their Quote, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR. Contracting Departments expect that all Statewide Contracts incorporate the same terms and conditions and only those terms and conditions. Contractors who wish to propose additional non-conflicting contractual terms, or supplemental or clarifying language, may do so ONLY on a case-by-case basis, negotiated for each specific engagement and memorialized in the Project Statement of Work.

## Appendix 1 – Required Terms for all RFRs

## General Procurement Information

### Alterations

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

### Ownership of Submitted Quotes

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

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

### Prohibitions

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 individual listed in the contact information section provided in the Header Information of this Bid in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the OSD Help Desk (see the document cover page for contact information).

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

## Terms and Requirements Pertaining to Awarded Contracts

### Commonwealth Tax Exemption

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

### Contractor’s Contact Information

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

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

### Publicity

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

# Appendix 2 - 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, including Human and Social 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 found at: <https://www.mass.gov/info-details/glossary-of-terms-for-osd>. 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.

**2.1 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.

**2.2 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.

**2.3 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.

**2.4 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.

**2.5 Supplier Diversity Office (SDO) Programs.** Pursuant to Executive Order 599 ([Executive Order 599](https://www.mass.gov/executive-orders/no-599-reaffirming-programs-to-ensure-diversity-equity-and-inclusion-for-diverse-and-small-massachusetts-businesses-in-state-procurement-and-contracting)) 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.

**2.6 Small Business Purchasing Program (SBPP): NOTE – SBPP is not applicable to this solicitation**

**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:

* Have its principal place of business in the Commonwealth of Massachusetts;
* Been in business for at least one year;
* 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
* 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.

**2.7 Supplier Diversity Program (SDP)**

**Program Background.** Pursuant to [Executive Order 599](https://www.mass.gov/executive-orders/no-599-reaffirming-programs-to-ensure-diversity-equity-and-inclusion-for-diverse-and-small-massachusetts-businesses-in-state-procurement-and-contracting), the Commonwealth’s [Supplier Diversity Program](https://www.mass.gov/sdp) (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)](https://www.mass.gov/supplier-diversity-office).

**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 (LBGTBE)

**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](https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](https://www.vetbiz.va.gov/basic-search/) 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](https://nmsdc.org/mbes/mbe-certification/), the [Women Business Enterprise National Council](https://www.wbenc.org/certification/), [Disability: IN](https://disabilityin.org/what-we-do/supplier-diversity/get-certified/), or the [National LGBT Chamber of Commerce (NGLCC)](https://www.nglcc.org/get-certified), 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](https://www.mass.gov/forms/take-the-certification-self-assessment) 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](https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx) or in the [U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages](https://www.vetbiz.va.gov/basic-search/) 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).

**2.8 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.

**2.9 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.

**2.10 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.

**2.11 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.

**2.12 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.

**2.13 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). Additional information about EFT is available on the VendorWeb site (www.mass.gov/osc).

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.

**2.14 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.

**2.15 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.

**2.16 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.

**2.17 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.

**2.18 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 purposesis prohibited by law.

**2.19 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.

**2.20 Acceptable Forms of Signature**

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 b. An uploaded picture of the signatory’s hand drawn signature; or 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory’s name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

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

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. All the forms listed in this Appendix must be submitted with the Quote.

All Forms listed below may be electronically signed by the Bidder, see Acceptable Forms of Signatures. Bidders must, if notified of Contract award, submit the following forms within the timeframe referenced in the RFR section entitled Acceptable Forms of Signatures: the Commonwealth Standard Contract Form, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

## 3.1 Commonwealth Standard Contract Form

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

## If the Bidder does not have a Vendor Code beginning with “VC” or does not know their Vendor Code, the Bidder should leave the Vendor Code field blank on the Standard Contract Form. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

## 3.2 Commonwealth Terms and Conditions

As noted above, the Commonwealth’s Terms and Conditions are incorporated by reference into the Commonwealth’s Standard Contract Form, and therefore do not need to be executed separately by the Bidder.

## 3.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

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

## 3.4 Contractor Authorized Signatory Listing

In the table entitled “Authorized Signatory Name” and “Title,” type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an “Authorized Signatory,” that person’s name must be included in the typed table.

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

The second page of the form (entitled “Proof of Authentication of Signature”) states that the page is optional. However, the “optional” aspect of the form is that Commonwealth Departments are not required to use it. In the case of Statewide Contracts, this page is REQUIRED, not optional.  **MassDEP does require this second page of the form.** The person signing the Standard Contract Form MUST be listed as an Authorized Signatory on page 1 of the CASL form. This may include the person signing the CASL, so long as this person is also included in the Authorized Signatory list from page 1.

Please note that in two places where the form says, “in the presence of a notary,” this should be interpreted to mean “in the presence of a notary or corporate clerk/secretary.” Either a notary or corporate clerk/secretary can authenticate the form; only one is required.

MassDEP requires that Organizations whose corporate clerks/secretaries authenticate this form MUST obtain a Corporate Seal to complete this document.

## 3.5 Supplier Diversity Program Plan Form

This form can be found in the COMMBUYS Attachments Tab. Bidders MUST include with online submission. Ink signature is not required.

The specific Supplier Diversity Program (SDP) requirements for this procurement can be found earlier in this document. Bidders are required to state a specific percentage of contract revenues that will represent the SDP commitment for the entire contract period, including any renewals.

## 3.6 Current Environmentally Preferable Products/Practices

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

## 3.7 Prompt Payment Discount Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

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

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# APPENDIX 4- INSTRUCTIONS FOR VENDORS RESPONDING TO BIDS ELECTRONICALLY THROUGH COMMBUYS

**Introduction**

COMMBUYS refers to all solicitations, including, but not limited to, Requests for Proposals (RFP), Invitations for Bid (IFB), Requests for Response (RFR), Requests for Quote (RFQ), as “Bids.” All responses to Bids are referred to as “Quotes.” Because many bidders would consider a “quote” as a single or line-item series of dollar costs for delivering the service(s) required for contract under solicitation, MassDEP has added the term “Quote Package” since most of the RFR response to the SARSS solicitation are technical and administrative qualifications by the bidders with a price, i.e., quote, being a table of labor and PPE rates, as explained elsewhere in this RFR.

When the term “Quote” is used in this RFR, this term means a “Quote Package” that includes all technical and administrative qualifications, technical approach to implementing the contract program, and all other required RFR response submissions as described throughout this solicitation.

Steps for Bidders to Submit a Quote:

1. Launch the COMMBUYS website by entering the URL (www.COMMBUYS.com) into the browser.
2. Enter Bidder login credentials and click the Login button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS to submit a Quote. Each Vendor has a COMMBUYS Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.

1. Upon successful login, the Vendor home page displays with the Navigation and Header Bar, as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.
2. Click on the **Bids** tab
3. Clicking on the Bid tab opens four sections:
   1. Request for Revision
   2. Bids/Bid Amendments
   3. Open Bids
   4. Closed Bids
4. Click on the blue **Open Bid** hyperlinks to open and review an open bid.
5. A new page opens with a message requesting you acknowledge receipt of the bid. Click **Yes** to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive notifications of amendments/updates concerning this bid.
6. After acknowledgement, the bid will open.

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

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

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

* 1. Bid Date
  2. Required Date
  3. Bid Q&A Close Date – date after which bidders no longer may ask questions about the bid
  4. Bid Opening Date – date the bid closes and no further quotes will be accepted
  5. Informal Bid Flag
  6. Date goods/services are required

1. The lower half of the page provides information about the specific goods/services the bid is requesting.
2. Click **Create Quote** to begin.
3. The General tab for a new quote opens. This page is populated with information from the bid. Fields available to update include:
   1. Delivery days
   2. Shipping terms
   3. Ship via terms
   4. Is “no” bid – **BIDDERS WHO ARE SUBMITTING A RESPONSE MUST NOT SELECT THIS OPTION** (If selected, your quote will be deemed ‘Non-Responsive’ and you WILL NOT be able to change or amend this designation once your quote has been submitted. SEE ITEM #14 BELOW FOR QUOTE SUBMISSION)
   5. Promised Date
   6. Info Contact
   7. Comments
   8. Discount Percent
   9. Freight Terms
   10. Payment Terms

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

Update these fields as applicable to the bid and click **Save & Continue** to save any changes and create a Quote Number. The page refreshes and messages display. Any message in Red is an error and must be resolved before the quote may be submitted. Any message in Yellow is a warning and will allow processing to continue.

If the following messages are received:

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

1. Click on the **Terms & Conditions** tab. This tab refers to the Commonwealth terms and conditions that apply to this bid, but not the MassDEP Departmental Terms and Conditions that are provided in **Attachment B** (*Supplemental Terms and Conditions*). Adherence and acceptance of both the Commonwealth’s and the Departmental Supplemental Terms and Conditions are required for award of a contract. The terms and conditions must be accepted before your quote may be submitted. Some Commonwealth solicitations allow a bidder to take limited exceptions to the terms and conditions. **For this SARSS Solicitation RFR, any exceptions to any of the Terms and Conditions will result in disqualification of your bid.**
2. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
3. The item opens. Input your quote information. **The No Bid check box is the default if no unit cost is entered. Therefore, you must enter a unit cost (i.e. $1) or check “No Charge” to avoid having your response removed as a No Bid response**.  **A No Bid is considered a Nonresponse. After you enter the unit cost of $1 or check “No Charge”, click** **Save & Exit**.
4. **CONFIDENTIAL INFORMATION**: If documents uploaded in your quote response contain confidential information (security sensitive, EFT, W9, Commonwealth Terms and Conditions), **you must mark each item as confidential**. The confidential column on the Attachments view allows the user to select whether the attached form is confidential or not. Check the box in the confidential column for each attached form that contain confidential information.
5. Click on the **Attachments** Tab. Follow the prompts to upload and name all required attachments and forms and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click **Save & Continue**. After you have uploaded all required documents click **Save & Exit**. Be sure to review your attachments to ensure each required document has been submitted.
6. Click the **Summary** tab. Review the information and update/correct, as needed. If the information is correct, click the **Submit Quote** button at the bottom of the page.
7. A popup window displays asking for verification that you wish to submit your quote. Click **OK** to submit the quote.
8. The **Summary** tab redisplays with an updated Status for the quote of **Submitted**.
9. **Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS**. If you have submitted a quote and have not received an email confirmation, please contact the OSD Help Desk at OSDHelpDesk@mass.gov. If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: 1) for a formal bid, prior to the bid opening date, or 2) for an informal bid (which may be viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever is earlier.

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

# appendix 5 – glossary/ DEFINITIONS

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk (“\*”) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes. Glossary and Definitions without an asterisk are those of the Commonwealth or specific to MassDEP and/or to SARSS contracts.

Terms and acronyms used in this solicitation and in the implementation of the SARSS contract are listed alphabetically as follows:

**Agency** – See Department.

**Assistant Commissioner** – The Assistant Commissioner for the Bureau of Waste Site Cleanup or other MassDEP Bureaus where contractors under the SARSS contract are being used.

**Best Value\***: The result of common sense Procurement decision-making consistent with the State’s Procurement Principles, which are to balance and support the achievement of: required outcomes, best quality economic value, timely performance, minimizing the burdens on administrative resources, expediting simple or routine purchases, flexibility in developing alternative Procurement and business relationships, encouraging competition, encouraging the continuing participation of quality Contractors and supporting Sate and Department Procurement planning and Implementation.\*

**Bid** – While a bid may generally refer to an offer or response submitted in response to a Solicitation or Request for Response (RFR), in COMMBUYS, a “bid” refers to a firm’s response to a solicitation posted in COMMBUYS to a Request for Response (RFR). The Response submitted to this SARSS solicitation is also referred to as a “Quote Package” since SARSS RFR responses are evaluated primarily on the technical and administrative experience of the responding firms, with the final prices (after review of initial Labor and PPE rates) to be further negotiated (at MassDEP’s discretion) after the most qualified firms to the required services are selected for such negotiation. A “Bid’ for this Solicitation also means a “Quote Package”.

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

**Bureau of Waste Site Cleanup (BWSC)** - The Bureau of Waste Site Cleanup of the Massachusetts Department of Environmental Protection. BWSC is the Bureau that is the contract manager and administrator for MassDEP for the SARSS contracts.

**CERCLA** – The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended and otherwise known as “**Superfund**”.

**Chapter 21E** - Part of the Massachusetts General Laws (M.G.L.s) entitled “Massachusetts Oil And Hazardous Material Release Prevention And Response Act (M.G.L. 21E) as most recently amended.

**COMMBUYS** - The only official procurement record system for the Commonwealth of Massachusetts for Massachusetts Executive Departments. COMMBUYS only can be used through the COMMBUYS internet web site. All Departmental procurements must be conducted through COMMBUYS. All original Quote Packages submitted in response to a solicitation must be uploaded to the COMMBUYS internet site for each specific solicitation.

**Commissioner** – In most cases under the SARSS contract, the term “Commissioner” means the Commissioner of the Massachusetts Department of Environmental Protection.

**Commonwealth** - The Commonwealth (state) of Massachusetts.

**Commonwealth Contract Manager** – See Strategic Sourcing Services Lead.

**Contract \*** – A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both. COMMBUYS refers to Contract records as “Purchase Orders” or “Blanket Purchase Orders.”

**Contractor**: An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.\* For the SARSS VII contract, reference to the “Contractor” means the prime contractor with whom the Department has a direct Contract. Referred to also as the Prime Contractor is the bidder who submits the RFR response to the COMMBUYS solicitation for this contract opportunity.

**Contract Administrator (MassDEP)**: The person appointed by the Department with responsibilities and only authority to the contractors for management, administration and control of SARSS VII contractual terms and conditions and activities therein, including review and authorization of scope of services, approvals of cost estimates, and approval of invoices for payment.

**Contractor Contract Manager**: The individual designated by the Contractor as the Point of Contact with the Department’s Contract Administrator.

**Contractor Program Manager**: Same definition as Contractor Contract Manager.

**Department:** For the purposes of this SARSS Solicitation, the term the Department means the Massachusetts Department of Environmental Protection.

**Director:** For the SARSS contract, this term means the Director of the Technical and Financial Support Services Division within BWSC and MassDEP.

**Eligible Entity:**  The Eligible Entity is the state agency or Department that can use the contract. For the SARSS VII Contract, only the Department of Environmental Protection (MassDEP) is the Eligible Entity that can use the Contract, including all Bureaus under the MassDEP. See also, Department.

**Emergency Response and Immediate Removal Action Support Services Contract (ER/IRASS or ERIRASS):** MassDEP’s Departmental Master Services Agreement contract procured and administered by the Bureau of Waste Site Cleanup that provides specialized contractor services with two major functions:

1. Emergency spill and release responses form sudden releases to the environment within two hours of being notified of a spill or release of oil and hazardous materials (OHM), and
2. Immediate Removal Actions which are a site-specific pre-planned activity to remove oil and hazardous materials primarily at sites where OHM the contamination is posing an “Imminent Hazard” as defined in M.G.L 21E statute and the MCP regulations where no responsible party or potentially responsible party can be identified, or where an potentially responsible party can be identified but either refuses to conduct the mitigation work, or does not have the means to conduct the mitigation work.

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

**Environmental Protection Agency (EPA):**  The federal United States Environmental Protection Agency. MassDEP often collaborates with EPA on work projects that are regulated by both federal and state statutes and regulations, and which may have somewhat separate areas of federal and/or state jurisdiction. MassDEP receives numerous grants from EPA to fund MassDEP projects, including BWSC projects conducted using SARSS and other BWSC contracts.

**Equipment:** For the purposes of the SARSS VII Contract, equipment is defined as tools or machines that are tangible, nonexpendable, or non-consumable items having a useful life of more than one year and an acquisition cost of $200 or more per unit. Equipment is distinguished from materials and supplies for the purposes of this contract (see definition for Materials and Supplies).

**Evaluation:** When used in the context of the SARSS solicitation, it is the process conducted by the Strategic Sourcing Services Team, of reviewing, scoring and ranking the submitted Quotes related to this Bid.

**Fiscal Year (FY) Massachusetts:**  The year beginning with July 1 and ending with the following June 30 as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the "state fiscal year.”

**Fiscal Year (FY) Federal**: The year beginning with October 1 and ending the following September 30. This term may also be referred to as the "federal fiscal year” or federal FY.

**Health and Safety Project Plan (HASP):** the plan for safety and exposure protection for workers and those ancillary to site work that complies with the federal OSHA HAZWOPER 1910.120 requirements.

**Health and Safety Program Plan (HSPP):** A company’s/ firms’ health and safety corporate program plan which firms must adhere to when performing work projects at hazardous waste sites under the SARSS contract. A HSPP needs to include the provisions for creating and approving a QAPP for hazardous waste site work.

**Invitation for Bid (IFB):**  An invitation to vendors offering materials and equipment supplies that is issued by SARSS VII contractors for acquiring equipment or other products or services to be furnished according to a specification issued by the contractor.

**Incidental Field Purchases (IFP):** A classification of purchases for and during site field work where contractors receive a per diem lump sum payment to purchase incidental items without needed receipt or other administrative backup documentation because the allowed amount has been approved by MassDEP based on historical contract management experience for IFPs. IFB purchases are for small goods and supplies by the Contractor to support site work projects where payment is made from the daily allowance each day the Contractor is working in the field.

**Invoice**: For the SARSS VII contract, the Contractor’s bill and its supporting documentation is referred to as the Invoice. When an invoice submitted without the required supporting documentation, or the invoice is for services that were not delivered, it is not considered a complete invoice for the purpose of payment.

**Laboratory Support Services (LSS) Contract**: (COMMBUYS BD-22-1045-BWSC0-BWSC1-69538; Agency Document No.: BWSC-LSS-2022): The LSS Contract, which became effective on July 1, 2022, is MassDEP’s Laboratory “MSA” (see next definition) that prequalified multiple laboratories to perform analytical services to the Department on an as-needed basis. After contract award, SARSS VII contractors must utilize the LSS firms unless otherwise authorized by the SARSS VII Contract Administrator. See Attachment B, Supplemental Terms & Conditions, Section 8.2.

**Master Agreement (MA) or Master Services Agreement (MSA**): The Master Services Agreement, as used in this solicitation, is synonymous with “contract.” The SARSS MSA (i.e., contract) will be between the Commonwealth of Massachusetts’ Department of Environmental Protection and the selected/awarded Contractors.

**Materials and Supplies**: Tangible property to be used or consumed, or items with a designed life expectancy of less than one year. "Materials and supplies" include but is not limited to the types of items listed as follows: repair parts, fuels, gloves, protective clothing often referred to as personal protective equipment (PPE), chemicals, absorbent booms and materials, batteries, span gases, flagging and survey stakes, wood for temporary shoring, and other items meeting this definition and not defined as equipment (see also Equipment).

**Massachusetts Contingency Plan (MCP)**: the regulations that implement M.G.L. Chapter 21E statute at 310 CMR 40.0000 et seq.

**Massachusetts General Law 21E and 21H (MGL)**: The two Massachusetts statutes (i.e., laws) specifically cited in this RFR as the primary statutes providing the authority for MassDEP to implement work defined by those statutes and their regulations. MGL 21E is the statute that requires the Department’s protection of public health, safety, welfare and the environment from releases of hazardous materials to the environment. MGL c. 21H is the statute that imposes express requirements upon MassDEP with respect to its regulation of solid waste landfills.

**MMARS**: “Massachusetts Management, Accounting and Reporting System” managed by the State Comptroller’s Office. MMARS is the financial system that is responsible, in part, for establishing budgets and paying the Commonwealth’s bills, including those submitted by SARSS contractors and vendors.

**Potentially Responsible Party (PRP):** A person who has been identified by the Department as potentially liable under Section five (5) of MGL Chapter 21E.

**Procurement Lead or Procurement Team Leader (PTL):** See Strategic Sourcing Services Lead (SSSL).

**Project**: Planned work under the SARSS Contract that is performed when MassDEP issues a Notification to Proceed (NTP) or an Expedited Project Initiation (EPI) that is issued after a Work Order is transmitted to the contractor or the contractor’s Work and Cost Plan (WCP) has been officially approved by MassDEP.

**Prime Contractor:** The Contractor that submits the bid (proposal) on the COMMBUYS solicitation webpage for this solicitation and is the awarded Contractor for MassDEP’s SARSS VII contract. Prime contractors under this solicitation are responsible for ensuring that their subcontractors comply with all SARSS VII contract terms and conditions during project implementation. See also Contractor.

**Purchasing Entity:** See “Eligible Entity.”

**Quality Assurance Program Plan (QAPP):** A US EPA required document that US EPA approves for a company to perform Superfund site work and other non-Superfund site work that assures that US EPA quality assurance and quality control methods and procedures are followed, monitored and implemented for US EPA site work. MassDEP’s SARSS contract can include such sites where the contractor must have a US EPA, current QAPP.

**Quality Assurance Project Plan (QAPjP):** A US EPA required contractor generated document that MassDEP and US EPA approves for a contractor to perform site work being conducted using US EPA grant funding to MassDEP that assures that US EPA quality assurance and quality control methods that are defined in the company’s program plan QAPP (see definition for Quality Assurance Program Plan) and are further detailed at the project level in a project specific QAPjP that includes the “Data Quality Objectives” and other detailed descriptions for the sampling and analytical methods to assure that methods and protocols that are defendable are being implemented on the US EPA funded projects. MassDEP’s SARSS contract can include such sites where the contractor must have a US EPA, current QAPP.

**Quote or Response:**  Generally, refers to the offer submitted in response to a Bid or Request for Response (RFR). See also Bid.

**Quote Package:** See definition of Bid above.

**Request for Proposal (RFP**): Generally, RFP refers tothe process for the Prime Contractor’s selection of a site services subcontractor for larger, more complicated SARSS projects. See also Attachment B, Supplemental Terms, Section 8.2 for additional information.

**Request for Qualifications (RFQ)**: The contractor selection mechanism used by MassDEP after award of a SARSS contract to obtain technical and administrative information for specific projects under the awarded SARSS VII contract to select the contractor most qualified to perform the work. The RFQ process is often utilized for larger, more complicated or technically challenging MassDEP projects.

**Request for Response (RFR)\*:**  The mechanism used to communicate Procurement specifications and to request Quotes from potential Bidders. An RFR may also be referred to as a "Bid” or “Solicitation.”

**Response:**  The Bidder’s complete submission (or “Quote” as referenced in COMMBUYS) in response to a Solicitation, in other words, a “Bid” or “Proposal.”

**Site Assessment and Remedial Response Support Services Contracts (SARSS):** MassDEP’s Departmental Master Services Agreement contract procured and administered by the Bureau of Waste Site Cleanup that provides contractor services for site assessments and for determining the method or methods by which the site can be mitigated using site assessment and response action methods provided in the MGL c. 21E, the MCP regulations, and other related state and federal statutes and regulations as required.

**Solicitation:** See Request for Response (RFR)

**Strategic Sourcing Services Team (SSST):** Representatives from eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations, evaluate responses to Bids and award Statewide or Department Contracts. The SSST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Contract. In some agencies, SSSTs are referred to as “Procurement Management Teams (PMT).”

**Strategic Sourcing Services Lead (SSSL):**  Individual designated by the procuring Department to lead the Strategic Sourcing Team and the solicitation and resulting contract. In some agencies SSSLs are referred to as “Procurement Team Leads (PTL).” COMMBUYS Refers to the SSSL in the Header Information section of a Bid as the “Purchaser.”

**Subcontractors:** Subcontractors are firms that the SARSS Prime Contractor retains to perform work and tasks that the Prime Contractor does not typically perform, particularly where there is a need for additional specialized and/or technical support to ensure successful implementation of work projects as required by MassDEP. Subcontractors are acquired by SARSS Contractors on a project/task specific basis. The SARSS contract has specific subcontractor acquisition specifications for the Prime Contractors, and MassDEP must approve all subcontractors and vendors that will be engaged by the Prime contractor and paid for by the Commonwealth.

**Superfund:** See “CERCLA”

**ATTACHMENT A**

**MassDEP DETAILED SCOPE OF SERVICES**

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**ATTACHMENT A**

**MassDEP SARSS VII**

**DETAILED SCOPE OF SERVICES**

**MGL. C. 21E/MCP REMEDIAL SITE ASSESSMENT AND REMEDIAL DESIGN SUPPORT SERVICES**

1. Disposal Site Discovery and Assessment Activities: Contractors will perform various aspects of disposal site discovery and disposal site assessment activities. The scope of these activities can range from limited, non-intrusive investigations (e.g., file and existing data review and evaluation, site survey/reconnaissance) to comprehensive site assessments involving intrusive field investigations such as drilling and monitoring well installations for the subsurface sampling of soils and soil vapors, geophysical investigations for subsurface buried wastes and other evidence of ground disturbance, investigations of waste in all forms of containment or non-containment, landfills, and groundwater and surface water, and indoor air. The subsurface investigations may involve classifying subsurface media from samples obtained during drilling and sampling, and/or use of borehole sensing equipment including geophysical and geochemical and chemical contamination sensing devices. In addition, Contractors may be required to use technical evaluation tools such as groundwater modeling and statistical methods.

Contractors must perform all site discovery and assessment activities in accordance with the most current procedures, methods and Department guidance documents, and all Contractors must conduct work activities in compliance with the most current version of the MCP unless otherwise directed or approved by the Department. Contractors who perform site discovery and site assessment activities must also be knowledgeable in the technical procedures, methods, and goals of the MCP.

The goals of disposal site discovery activities include, but are not limited to, the following:

* Determining the risk to human health and the environment posed by the contamination at the site.
* Determining if immediate preliminary response actions are necessary to abate an imminent hazard and otherwise reduce the risk associated with the releases of oil and/or hazardous materials.
* Collecting sufficient information to design a more comprehensive site investigation, then designing the investigation.
* Determining the source or sources of a release of oil and/or hazardous materials (OHM).
* Site discovery activities can include, but are not limited to: the evaluation of physical and historical information about the site; a sampling and analysis of site environmental media, particularly using hand tools and existing sampling points such as wells, limited drilling and sampling, sampling of indoor air, sampling of soil vapor from the ground; evaluation of environmental monitoring data; and other limited investigations, surveys, and site testing.

Disposal site assessment activities can be similar to site discovery activities, but can also include (but are not limited to) the following:

* Characterizing the nature and extent of contamination with sufficient detail to plan and/or design and accurately estimate the costs for various response action options that would reduce the risks to human health and the environment.
* Determining the human health and environmental exposure pathways and the risks posed from oil and hazardous materials releases to determine what type of response actions are required to reduce the threats and abate unacceptable risks; and/or
* Determining whether the source of contamination is on the site under investigation, and if not, determine the potential offsite source(s).

2. Identifying and Evaluating Remedial Response Options: MassDEP may require Contractors to identify and evaluate potential remedial responses and options for site investigation and cleanup.

3. Planning and/or Design of Response Actions and Remediation: MassDEP may require Contractors to create plans or to prepare design bid documents for site remediation for implementation by others.

4. Technical Expertise in Environmental Sciences and Engineering: MassDEP may require Contractors to provide specialized consulting services or supervise subcontractors who have proven technical expertise and capabilities in various environmental science and engineering areas where the Department needs specialized services for site assessments, risk assessments, development and/or design of remediation systems, policy and procedure development, and other areas pertinent to this SARSS VII scope. Some examples of specialized environmental expertise that MassDEP has required of Contractors in the past (and may require of Contractors who are qualified through this procurement) include, but are not limited to, the following:

* Consulting services on the fate and transport of contamination in groundwater within fractured rock and porous aquifer media.
* Consulting services analyzing groundwater fate and transport through use of groundwater computer modeling and field monitoring for calibration of groundwater models.
* Preparation of a landfill rehabilitation design and ongoing field engineering services during the period when the rehabilitation measures were being constructed.
* Identifying and evaluating optimization measures for an existing groundwater treatment extraction and treatment system.
* Preparation of the public bidding design documents for a concrete containment system along a canal wall.
* Preparation of design and bid specifications for dredging of contaminated sediments.
* Conducting a forensic oil spill identification.
* Research into various, currently used methods implemented to prevent contaminated soil vapor intrusion into buildings.
* Review and evaluation of a remediation design and cost estimate to validate the design and estimated costs.
* Provision of training services to public beach workers on Martha’s Vineyard to identify and avoid un-exploded ordnance (UXO) being exposed by erosion; and providing on-call services for proper identification and handling of any UXOs found.

5. Field Support Activities: MassDEP may require Contractors to provide field support such as environmental sampling and chemical laboratory analysis for soil, wastes, air, surface water and groundwater, and soil vapors in subsurface soils, conducting topographical and property line surveys, subcontracting for drilling, monitoring well installation, geophysical investigations, test pit investigations, sampling of wastes, and other field services.

6. Document Reviews and Evaluations: MassDEP may require Contractors to review, evaluate and prepare comments and provide consultation to MassDEP staff by reviewing various documents, plans, and work submitted by others that pertain to environmental site assessment, remediation, operation and maintenance plans, and approaches to MCP compliance.

7. Projects Under US EPA Grant Funding: Certain SARSS VII projects and tasks will be conducted under US EPA’s quality assurance and quality control requirements, and require the contractors working on these projects to have and maintain a “Quality Assurance Program Plan” (QAPP) at their corporate or appropriate sub-corporate management level (e.g. Divisions, Groups, Units, etc.) that US EPA must approve for the company or unit within the company. When a project is being performed under the QAPP, the contractor must prepare a “Quality Assurance Project Plan” (QAPjP) that is approved by MassDEP and US EPA. Therefore, SARSS contractors will be required to have a US EPPA QAPP at no cost to the Commonwealth since it is a company or company unit document that can be used elsewhere. Project specific QAPjPs prepared for specific SARSS VII projects are reimbursable under the contract.

**MGL c. 21H/SOLID WASTE**

The Department implements the requirements of MGL c. 21H related to the regulation of solid waste disposal facilities. SARSS VII Contractors may be required to provide MassDEP with support services to implement various aspects of the solid waste program. These support services could include, but are not limited to, the discovery, assessment, containment, clean-up, and closure of existing or closed solid waste facilities causing or threatening to cause pollution as required by MGL c. 21H, section 4. Solid waste services may include solid waste landfill site assessment, design for closure, remediation, design for cap repair and other appurtenances of the landfill, and design for post-closure use. The SARSS VII solid waste services do not include the construction of remedial actions at landfills that will be achieved through other Department contracting vehicles.

8. Landfill Related Activities, Including Investigation, Monitoring and Repair Design: MassDEP may require Contractors to perform activities or reviews of reports related to the following: solid waste landfill operations; site assessments; monitoring; rehabilitation and restoration design; site closure and remediation; post-closure use; qualitative and quantitative risk assessments for solid waste landfills including risk to both human and ecological receptors; reports and other documents regarding both active and inactive solid waste landfills; and performing limited field work such as site inspection, sampling and analyses, and surveying.

9. Landfill Financial Analysis and Evaluations: MassDEP may require Contractors to perform financial estimates, calculation, and/or review of costs associated with landfill compliance, permitting, closure, post-closure monitoring, operation and maintenance, rehabilitation, and restoration. MassDEP may also require Contractors to perform a pro forma analysis of solid waste proposals submitted by others to the Department as part of closure activities.

10. Landfill Operation and Maintenance, Rehabilitation/Restoration, Design/Oversight: MassDEP may require Contractors to perform planning, design specification and preparation of operation and maintenance manual, landfill performance evaluation surveys and monitoring, and oversight of performance of landfill rehabilitation and restoration**.**

**OTHER SUPPORT SERVICES**

***PROGRAM AND POLICY SUPPORT*:** These services support the Department's development of environmental regulations, policies, and guidance in four policy areas: technical and scientific, program development, cost recovery, and public involvement.

11. Technical and Scientific Policy Development Support Services: These services include assisting the Department in policy development for the assessment and remediation of oil and/or hazardous materials sites and review of risk assessments. Contractor support will often involve providing MassDEP with expertise to assist program staff at mid- and high-level labor categories in scientific disciplines. Past examples include the development of policies concerning specific contaminants (e.g., coal tars, PCBs, cyanide) or sources of production (e.g., tanneries, shoe manufacturers); or development of standard operating procedures in areas such as health and safety planning or environmental sampling; support in the development of the Department’s Compendium of Analytical Procedures (CAM); and support in the development of spill response procedures particularly for spills from ethanol transported by trains.

12. Program Development Support Services: These services include providing MassDEP with expertise to assist Department staff in the following areas: evaluation of MCP program components, program design and organizational development, and other Department programs. 13. Cost Recovery Policy Development Support: These services include providing MassDEP with expertise to assist Department staff in disciplines related to recovery of costs. A past example of support service was providing guidance to MassDEP for determining proportional responsibility at sites with multiple responsible parties.14. Public Involvement Support Services: These services include supporting the Department in MCP mandated citizen and municipal involvement relative to site assessment and remediation, usually requiring the Contractor to provide expertise to assist Department staff in disciplines related to public involvement. Past examples of this support service have included the development of policies for Technical Assistance Grants, as required by the MCP, and the development of MassDEP training protocols for municipal officials.

***OTHER TECHNICAL AND ADMINISTRATIVE SUPPORT*:** These services include environmental, engineering, health, research or other environmental services to support other Department environmental programs, and to supplement the MCP and Solid Waste programs.

15. Groundwater Remediation Optimization Surveys, Evaluations, Pilot Studies, Design: The Department is assuming control and responsibility of existing groundwater extraction and treatment systems for the cleanup and management of migration of contaminated groundwater, mainly at federal Superfund sites being transitioned to the Commonwealth from the United States Environmental Protection Agency (US EPA). As part of that responsibility, the Department may require the services of a Contractor to perform optimization surveys, evaluations, and pilot studies to adjust for changes in groundwater, site and regulatory conditions over time, in order to appropriately lower the operation, maintenance and monitoring costs in response to changing field conditions without diminishing the level of treatment and protectiveness of the system.

16. Brownfield Site Support: The Department may require a contractor to perform site assessments specifically for Brownfield sites. Brownfield sites may be either state sites or federally funded sites where the state is taking the lead or is working cooperatively with the federal agency on the site assessment. In the case of US EPA funded Brownfield sites, MassDEP will require Contractors to develop a Quality Assurance Project Plans (QAPPs) specifically for Brownfield site assessments. For US EPA funded sites the QAPP format and content must conform to requirements of US EPA QA/R-5. For US EPA funded site assessment projects, the Department prefers contractors to have a pre-existing, up-to-date, Generic QAPP approved by US EPA Region 1, from which a site-specific project QAPP can be developed for individual projects.

Brownfield site support will most often involve MCP compliance services but could involve other non-MCP related environmental support activities to the Department.

17. Indoor Air Assessments, Evaluations, Design, and Installation: The Department may require the services of a Contractor to investigate, assess, evaluate, design and prepare reports and recommendations regarding the contamination of indoor air from vapor intrusion emanating from contaminated groundwater and/or soil and waste beneath residential, schools, commercial or governmental structures. MassDEP may also require Contractors to install sub-slab depressurization systems (SSDS) or other mitigation system following the Department’s Interim Final Vapor Intrusion Guidance (WSC#-11-435), unless otherwise directed by the Department. Installation of a mitigation system by a SARSS VII Contractor will likely be required only in cases where the size or complexity and cost of the system is relatively low, and it would be more cost-effective to the Department to utilize the SARSS VII Contractor who prepared the specifications to self-perform or subcontract and provide oversight of the installation.

18. Field Analytical Services: The Department may require a Contractor to perform on-site, chemical analytical screening services on project sites as part of site assessment or remediation support activities, or other activities being conducted by the Department.

19. Asbestos Surveys, Planning, Development of Abatement Specifications: The Department may require a Contractor to investigate, evaluate, prepare reports and provide recommendations for the presence of asbestos in buildings, facilities, soils and wastes. In addition, the Department may require a Contractor to prepare abatement and disposal plans and specifications for asbestos in buildings, utilities, and in soil and wastes containing asbestos. Contractor personnel will be required to have the appropriate training and licensing in accordance with all applicable laws and regulations.

20. Wetlands Delineation/Restoration: In connection with projects involving other federal and/or state statutory or regulatory obligations under MGL c. 21E, MGL. c. 21H, and/or various joint EPA-MassDEP collaborative efforts, the Department may require a Contractor to perform or review wetland identification and delineation services in accordance with the requirements of the Massachusetts Wetlands Protection Act, applicable MassDEP wetlands regulations, and policy/guidance. MassDEP may also require a Contractor to prepare reports that include the evaluation of this wetlands work and recommendations as a result of these services, including recommendations regarding the appropriate design and implementation of wetlands restoration/replication activities and the appropriate oversight for these activities.

21. Representativeness Evaluations and Data Usability Assessments: The Department may require a Contractor to perform representativeness evaluations and data usability assessments, and/or other general data validation assessments for data and conceptual site models, and other work generated by others, or to perform such evaluations and assessments as part of the project the Contractor is performing under the SARSS VII Contract. Representativeness Evaluations and Data Usability Assessments are described in the Department's policy #WSC-07-350, available on MassDEP’s website. 22. Minor Remediation and Upgrade Services: The Department may require minor remedial removal or remediation services at sites where the contractor is performing assessment activity or upgrades to treatment and remediation systems. This work may include review, modification and/or preparation of specifications for the minor remediation and/or upgrade services, and implementation of minor remediation or upgrades.

23. Preparation of Work and Cost Plans for Use by Others: The Department may require a Contractor to prepare a work and cost plan for site assessment, remediation, or other type of project that will not be implemented by SARSS VII Contractors but may be used by the Department for purposes of negotiation with other parties, or other potential uses.

24. Health and Safety Support: The Department may require a contractor’s personnel who are health and safety specialists trained and certified in federal OSHA 1910.120 HAZWOPER requirements to provide expertise to MassDEP, such as in the scoping, preparation and implementation of the provisions of health and safety plans at various hazardous waste sites, and are also capable of assessing and providing advice regarding the health and safety compliance needs of the Department for implementation on a project-specific and/or program level basis.

25. Disaster Support Services: The Department may require a Contractor to assist the Department in the event of a disaster, such as a hurricane, earthquake, flood or non-natural disasters. Services may include but are not limited to the establishment of plans for managing debris; updating existing disaster debris management plans; developing training sessions for planning for disaster debris management and oversight of debris contractors; providing environmental sampling and analyses to support disaster response; and other disaster support activities, including but not limited to providing technical support services to MassDEP as part of a larger Commonwealth team assisting in a multiple-agency disaster response effort.

26. Greener Cleanup and Sustainability Objectives Support: The Department may require a Contractor to consider and implement greener cleanup elements and approaches for site assessment and remediation work planned and performed under this Contract to reduce the environmental footprint of assessment/cleanup activities to the extent feasible. Reduction of the environmental footprint may include, to the extent practicable and consistent with the requirements and objectives of the overall project, consideration of total energy use, air pollutant emissions and greenhouse gases, water use, materials consumption, and ecosystem and water resources impacts resulting from the performance of services through implementation of energy efficiency, renewable energy use, materials management, waste reduction, land management, and ecosystem protection in accordance with the MCP at 310 CMR 40.0191.

The Department refers contractors to the ASTM Standard Guide for Greener Cleanups (Designation: ASTM E2893-2016(E1) EDITION) for process and technical protocols to help implement greener cleanup considerations for work assignments and to review the work of others to meet the Department’s greener cleanup objectives and sustainable cleanups.

27. High Priority Public Health. Safety, Welfare and Environmental Projects: These MassDEP projects are high priority collaborative work efforts that cross multiple MassDEP regions and/or the entire state, and often involve supporting other Commonwealth and federal partner agencies that do not have the resources or have insufficient resources to perform all the work needed on a short-term basis to protect the public health, safety, welfare, and the environment. Because many of these projects require expedited response actions by contractors with the specialized capabilities to perform the technical work, MassDEP uses its SARSS contractors (as well as the Department’s ER/IRASS contractors) to perform these high priority public health projects because both contracts have expanded scope of services categories and efficient contract implementation processes that allow MassDEP to respond expeditiously with one or more contractors assigned to and implementing the required work. The following are some representative and significant examples of the types of projects that are included in this scope category:

* Unexploded Ordnance (UXO) and Munitions and Explosives of Concern (MEC) Identification and Safety Support: In approximately 2009 Commonwealth authorities were notified that unexploded ordnance (UXO) and “munitions and explosives of concern” (MEC) were being exhumed by beach erosion on Martha’s Vineyard, specifically at the Chappaquiddick beaches that were popular public recreational beaches where thousands of people gather and who had potential exposure to these potentially very dangerous items. The UXO and MEC originated from US Navy’s prior practice of the use of bombs, torpedoes, and other naval weaponry during WWII when the beach and near shore areas were used for targeting practice by naval aircraft and ships. Within days of notification, MassDEP selected and mobilized a SARSS contractor who had specialized UXO and MEC experience. That SARSS contractor in turn retained through a subcontract (approved by MassDEP) a former Navy certified UXO expert to be “on-call” to quickly identify the UXO/MEC as it was discovered, and to assist in the implementation of avoidance and isolation procedures until the proper authorities (state police and Navy UXO units) could take over the safe disposition of the UXO/MEC away from the beaches. This work project was conducted both as an on-call response action and as scheduled surveys for areas known to have a potential for containing UXO/MEC. In addition, the SARSS contractor created an “awareness” training for lifeguards and other beach workers, as well as a response safety plan that could be followed by the local law enforcement and others to isolate the areas where UXO/MEC was discovered, which included an emergency contact communication protocol to respond to newly identified UXO/MEC situations. That work is now continuing at other ex-military sites in the Commonwealth and has become a Standard Operating Procedure for UXO/MEC identification and support projects.
* Viability of installing Solar Panel arrays on the top of the Nyanza Superfund site landfill: The Nyanza Superfund Site includes a 11-acre landfill that MassDEP is responsible for operating and maintaining in collaboration with EPA.  In 2017, an energy company was proposing to install solar arrays on the cap and had preliminary plans for implementation.  As a grantee under a Grant of Environmental Restriction and Easement, MassDEP was responsible for determining the technical viability, i.e., the capacity of the cap to support the solar array project, and to approve or disapprove the project. MassDEP engaged a SARSS contractor with demonstrated capability to perform the engineering and other technical components of the landfill cap review and solar design and implementation evaluation and to support MassDEP with the agency’s final decision that the project design was feasible.
* Highly Pathogenic Avia Influenza (HPAI – Bird Flu) support response: In 2003, the highly lethal Bird Flu was recognized in wild birds of Asia, the Middle East, Europe, and Africa after killing millions of wild and domestic birds. In 2015 Bird Flu was found in a duck in the United States, and soon after other wild birds of the North America and the United States. Although the wild bird population was the main transmission vector, the domestic bird population was particularly vulnerable. HPAI was and is devasting to domestic poultry farms, and also to private owners who keep chickens, ducks, geese, turkeys and other species domestically. The only feasible response to the identification of a domestic infestation at farms and other localities keeping domestic flocks is to euthanize the entire population of birds in contact with the domestic bird before it spreads to other domestic bird locations.

Like many other states, the Commonwealth has responded primarily to this epidemic through the Massachusetts Department of Agriculture (C-DOA) that has the main jurisdiction over the handling of the Bird Flu in the state. In 2022, C-DOA requested, on an emergency basis, the technical support of MassDEP’s SARSS and ER/IRASS contractors due to their specialized expertise in handling Bird Flu, particularly with respect to the euthanasia process. Both the SARSS and ER/IRASS contractors selected continue to be involved in the Bird Flu project, with the SARSS contractors providing technical oversight support, and the ER/IRASS contractors providing the emergency response/immediate support services required to perform the euthanizing process as directed by C-DOA and administered by MassDEP at various Commonwealth locations.

* State-wide testing of drinking water in public schools within the Commonwealth: In 2016, the Commonwealth became concerned about the drinking water quality in public schools throughout the state, spurred in part by the contaminated public water situation in Flint, Michigan which made national and international news. The Governor directed the Executive Office of Energy and Environmental Affairs (EEA, MassDEP’s oversight agency) to conduct statewide sampling of the drinking water in public schools for those districts that requested such testing. The specific contaminants of concern were copper and lead.

EEA assembled a team of agencies, including the University of Massachusetts, the Massachusetts Department of Public Health, and MassDEP to develop and implement an immediate public-school water testing program. Through the SARSS and ER/IRASS contracts, MassDEP developed comprehensive project support plans that included logistical planning and implementation of complicated and time-critical sampling of schools, primarily for large school districts where local health departments and other local municipal support services were insufficient or unavailable to meet the time-critical requirements for execution of the complex water quality sampling protocols.

* State-wide testing and identification of PFAS contaminants in public and private water supplies: In the early 2000’s Per-and polyfluoroalkyl substances (PFAS) were identified as having potentially adverse health effects at very low levels, and were seemingly pervasive and persistent in the environment, with the result being that PFAS compounds were labeled as “forever chemicals.” The finding that PFAS had contaminated many public and private water supplies around the country led environmental groups, multiple states, and federal environmental agencies to call for further assessment of the nature and extent of the problem in water supplies. In response to this growing concern, Massachusetts launched a PFAS sampling and analysis program both of large public water suppliers, and small local and residential water supplies. MassDEP’s BWSC program was assigned the task of focusing upon Commonwealth water supplies provided by groundwater wells, both public and private. Both SARSS and ER/IRASS contractors are currently assigned to projects as part of this effort to identify PFAS contamination through site discovery projects, and to ensure that imminent hazard levels of PFAS in private water supplies are appropriately treated by installing point-of-entry treatment systems.
* General Chemical Company (GCC) site-specific response action project to cleanup and remediate contaminants of concern and protect the MWRA aqueduct that supplies drinking water to millions of people in the Boston area: In 2021, the Massachusetts State Legislature passed a budget that included a $12 million earmark specifically directing MassDEP to clean up the environmental contamination at the former General Chemical Company (GCC) site and protect the adjacent MWRA Aqueduct by cleaning up the groundwater contamination that threatens this conveyance:

*“… further, that not less than $12,000,000 shall be expended by the department of environmental protection for the comprehensive cleanup and environmental remediation at the former site of the General Chemical facility, department of environmental protection site number 3-0019174; provided further, that such cleanup shall include remediation of the site and cleanup to prevent chemical migration or discharges into groundwater or Massachusetts Water Resource Authority aqueducts.”*  (Reference MA Acts of 2021, Chapter 102, 2000-103)

Through use of the streamlined and flexible contractor selection process in the SARSS VI contract, MassDEP has already utilized one qualified SARSS contractor to implement the initial Phase of the GCC site remediation. The SARSS VII contract will now continue this process for this high-profile and complicated site by selecting one or more SARSS contractors to achieve the goals of the state legislature by cleaning up the GCC site and protecting the drinking water in the MWRA Aqueduct that serves millions of people in the greater Boston area. The GCC site is in an “Environmental Justice” designated area.

28. Operation and Maintenance of Treatment Systems and Facilities: The Department is responsible for the operation and maintenance of multiple treatment systems and facilities, in particular groundwater extraction and treatment facilities at the Silresim, Groveland, and Baird and McGuire Superfund sites. In addition, the Department operates and/or monitors a number of treatment facilities that are MCP-regulated sites. The Department also conducts operation and maintenance work activities at several landfills throughout the state. For these complex, long-term operation and maintenance projects, MassDEP utilizes its SARSS and ER/IRASS contracts to solicit technical qualifications and bids from the most specialized SARSS and ER/IRASS contractors to ensure that these operation and maintenance activities are performed in the most technically proficient and cost-effective manner. Therefore, the SARSS scope of services may include operation and maintenance of treatment systems and facilities at multiple state, Superfund and/or landfill sites/facilities.

29. Environmental Support to Other Bureaus: The Department may require services of a Contractor under the SARSS VII contract for other Bureaus within the Department for environmental support, green and sustainability initiatives support, or any other related environmental services within the scope of this Contract.

30. Temporary Personnel Support: The Department may require a Contractor to provide temporary staffing support for environmental services within one or more of the Department’s offices.

***COST RECOVERY SUPPORT*:** These Contractor support services assist the Department with its cost recovery activities as authorized under M.G.L 21E.

31. Auditors and Financial Experts: The Department may require the services of auditors and financial experts to define and estimate the assets of entities that are subject to actual or potential Department actions. 32. Real Estate Appraisers: The Department may require real estate appraisal services to establish the fair market value of properties within the Commonwealth that are subject to actual or potential Department actions. 33. Private Investigation Services: The Department may require a private investigator to investigate the ownership, whereabouts, or owners, and/or other information regarding potentially responsible parties (PRPs) with respect to MCP sites in support of the Department’s cost recovery, fee assessment and other Department actions.

34. Technical Expert Witness Testimony and Related Litigation Support Services: when required to support its cost recovery efforts under the provisions of MGL c. 21E and the MCP, MassDEP may require the services of a Contractor to prepare and provide written or oral technical expert witness testimony and/or other related litigation support services in administrative and/or judicial proceedings in matters pertinent to response, assessment, containment, removal, and/or any other remedial activities required by MGL c. 21E and/or the MCP.

**ATTACHMENT B**

**MassDEP SARSS VII**

**MassDEP DEPARTMENTAL SUPPLEMENTAL TERMS AND CONDITIONS**

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**ATTACHMENT B**

**MassDEP DEPARTMENTAL SUPPLEMENTAL TERMS AND CONDITIONS**

# Article 1 Statement of Services

At the direction of the Department, the Contractor shall provide those services necessary to manage and implement the SARSS VII services, including all scientific, engineering, design, operation and maintenance, management, administrative, policy and program development, legal and other related services of any nature whatsoever necessary or incidental to the performance of site assessment and remedial actions undertaken by the Department pursuant to MGL c.21E or MGL c.21H, and/or any other related activities required pursuant to any state or federal statutes or authorizations within the Scope of Services for this Contract. At the sole discretion of the Department, the Contractor shall also perform, any scientific, engineering, design, management, operation and maintenance, and administrative services necessary or incidental to the Department's SARSS VII Contract. Such actions may include, without limitation, those services defined in **Attachment A** (**Detailed Scope of Services**) and any combination thereof and any other support required by the Department to protect public health, safety, welfare and the environment. In undertaking such services, the Contractor shall provide all necessary materials, labor, equipment, utilities, transportation, sampling, testing, analyses, licenses, permits, supervision, and waste removal.

**Article 2 Documents Forming the Contract**

The SARSS VII Contract Documents comprising the Agreement between MassDEP and the Contractor shall include**,** in the following order of precedence: The Commonwealth Terms and Conditions; The Standard Contract Form, including the Instructions and Contractor Certifications; The Department’s Request for Response (RFR), including all Attachments and Appendices**,** and any Addenda or Amendmentsto the RFR issued by MassDEP prior to the closing date specified in the procurement calendar for RFR Amendments, the Contractor’s Response to the RFR, excluding any language stricken by the Department as unacceptable, but including any negotiated terms and conditions allowable pursuant to law or regulation; and any Department approved Project Work and Cost Plans and/or Work Orders and/or Change Orders as negotiated and approved by the Parties during the course of this Contract.

**Article 3 Assignment of SARSS VII Services and Budgets, Generally**

3.1 *Assignment of Projects and Work Orders to Contractors*: The Department will assign Projects or Work Orders to one or more SARSS VII Contractors based upon, but not limited to, the following considerations:

1. The technical characteristics of a particular site in relation to the Contractor's demonstrated technical capabilities(s), if any, in undertaking and completing response activities;

2. The magnitude of the resources needed to perform a particular Project relative to the Contractor's currently available resources;

3. The Contractor’s prior performance under this Contract (if any), which MassDEP will evaluate in terms of technical quality, responsiveness, adherence to work and cost plans, and quality of project management;

4. The type of projects usually assigned to a given contractor, in relation to other Contractors, given the technical and project management needs of MassDEP;

5. Any existing or potential conflicts of interest in relation to the Contractor and a given Project;

6. The Contractor’s willingness and capability to provide support for the range of projects that the Department may require during the term of this Contract;

7. The Contractor’s willingness and capability to accept and conform to any specialized provisions, terms and conditions for implementing the services required for the particular project;

8. The Contractor's availability of staff, equipment, subcontractors or other resources;

9. The workload distribution among contractors; and

10. Any other consideration which the Department deems appropriate in the assignment of Projects under this Contract.

3.2 *Project and Work Order Scope of Services Documentation*:The scope of services for individual tasks and projects shall be fully defined by the parties and must include an estimated statement of costs prior to the Contractor’s initiation of work activities, unless otherwise directed by the Department’s Contract Administrator. The Contractor must prepare a Project Work and Cost Plan, in conjunction with and in accordance with procedures required by the Department. After the Work and Cost Plan has been approved by the Department’s Contract Administrator, the Contractor will be authorized to proceed with the Project on a specified date.

If the Department requests the Contractor to perform activities in accordance with a Department-issued Work Order, the Contractor shall perform these work activities as directed by the Department. The Department reserves the right not to compensate the Contractor for any work activities that are performed outside of the Project’s Work and Cost Plan, or the Department-issued Work Order scope of services. Further details regarding the requirements for Project Work and Cost Plans and Work Orders are located in Article 6, Contract Management, below.

3.3 *No Guaranteed Projects or Minimum Dollar Awards Under the Contrac*t:The Department does not guarantee that any Contractor will be assigned a particular number of projects or work orders, or that any Contractor will receive a particular dollar level of services, during the time period for performance of the Contract.

**Article 4 Contractor General Performance Requirements**

4.1 *Contractor Performance, in general*: The Contractor is responsible for ensuring that all work activities performed under this contract, by either the Contractor and/or its subcontractors, are implemented and completed in a highly professional, technically competent, and efficient manner. The Contractor has a specific responsibility to ensure that all work activities performed under the contract conform to best practices in management, engineering, technical, and/or scientific practices applicable, as well as to any pertinent quality control/ quality assurance requirements or guidance relevant to the work activities. The Contractor shall provide all materials, labor, equipment, utilities, transportation, sampling, testing, analysis, and supervision as required by specific projects and/ or work orders.

4.2 *Contractor’s Responsibility for Providing Staff, including Subcontractor Staff, Who are Qualified for the Planned Work*: The Department’s evaluation and selection of the SARSS VII Contractors is based upon each Contractor’s material representations regarding the qualifications and expertise of both the Contractor and any subcontractor(s) designated by the Contractor to perform the various MassDEP scope of services activities as defined in the RFR. Therefore, during the Contract term, the Contractor is responsible for and shall provide appropriately qualified, educated, experienced and credentialed Contractor and subcontractor staff to perform any work that is assigned by the Department. At all times during the Contract term, the Contractor remains fully responsible for providing both Contractor and subcontractor personnel who are capable, qualified, experienced, and appropriately licensed and/or certified to perform any project activities within the Contractor’s designated scope of services areas of expertise.

4.3 *Prompt Performance of Services within Specified Project and/or Work Order Timelines*: The Contractor and, if applicable, its Subcontractors, must perform all services in a prompt manner, and in accordance with the timelines set forth in any applicable Project Work and Cost Plan, Department-issued Work Order, or other agreement approved by the Department.

4.4 *Submission of Reports, Submittals, Plans, Drawings, Designs, and Other Written Materials*: As required by the MCP or other federal and/or state statutes or regulations, or by MassDEP personnel, and/or other federal, state or local authorities, the Contractor shall ensure that all reports, submittals, plans, drawing, designs, and any other written materials necessary to perform and/or document the required work activities are prepared, completed, and submitted in a timely manner to MassDEP for its review and approval. In submitting any form of documentation, the Contractor remains fully responsible for the professional quality, technical accuracy, timely completion and coordination of all work activities, whether or not previously documented under this Contract. Upon request of the Department, the Contractor shall correct any errors, omissions or other deficiencies identified in any submitted written materials without seeking additional compensation from MassDEP.

MassDEP’s approval of any written documentation from the Contractor shall not relieve the Contractor of the responsibility for technical adequacy, timely performance, and full completion of all required work activities, nor shall MassDEP’s payment for these documentation services be construed as a waiver of any legal or equitable claim arising out of the Contractor’s performance under this Contract.

4.5 *Compliance with Laws, Regulations, Ordinances*:The Contractor shall comply with all applicable provisions of federal, state, and local laws, rules, regulations, by-laws, and ordinances in the performance of all services under this Contract**.**

4.6*Contractor and Subcontractor Obligations*: The Contractor is responsible for ensuring the efficient management and control of all its personnel and the personnel of any of its subcontractors in the delivery of services under this Contract. As required by the Department, the Contractor shall make its personnel and its subcontractors’ personnel available to the Department to discuss and review the status of Project and/or Work Order activities, and to review, discuss and establish administrative and technical procedures and practices for the efficient delivery of services under this Contract.

4.7 *Contractor and Subcontractor Licensing Requirements*: Through execution of this Contract, the Contractor certifies that both the Contractor and all approved subcontractors possess any and all currently valid state and federal licenses, permits and/or certificates that are required in connection with the performance of any services and shall ensure that both the Contractor and all subcontractors are and remain in full compliance with all such requirements throughout the performance of the activities required under this Contract.

4.8 *Responsibilities of the Contractor for Penalties and Fines*: If the Contractor incurs any fines or penalties as a result of their work for the Department that is a result of a violation of, or failure to obtain, the appropriate permits, licenses or other required credentials for the work, the Contractor will be solely responsible for the costs of complying with, and fully remedying those violations. The Contractor must provide the Department with an immediate written notice when such violation(s) occur and must also provide the Department with written notice as to when and how such violation(s) have been resolved. The Contractor’s written notice to MassDEP’s Contract Administrator may include electronic notification via email.

4.9 *Health and Safety*: The Contractor shall be solely responsible for ensuring the health and safety of its personnel and the personnel of any Subcontractors working at a site, and of any person within reasonable proximity of the Contractor's activities at a site.  The Contractor shall comply with all federal OSHA 1910.120 requirements for all work at sites under the SARSS VII Contract, as well as complying with all other pertinent federal, state and local regulations pertaining to health and safety at these sites. While the Department does not review or approve the Contractor’s health and safety program or site-specific plans as a condition of doing work on specific Projects or Work Orders, the Department does reserve the right to request, receive and review the Contractor’s health and safety program and site-specific plans at any time during the term of the Contract, and the Contractor shall promptly produce these documents upon Department request.

4.10 *Waste Removal from Sites*: The Contractor shall be responsible for the removal and transport of all non-hazardous and hazardous waste generated by the Contractor and/or its Subcontractors during performance of site assessment/response action activities or generated during operation and maintenance activities. While the prime SARSS VII Contractor is permitted to hire a subcontractor to perform waste removal activities, all Contractor and Subcontractor personnel must be currently licensed and have the proper credentials and experience to remove and dispose of both hazardous and non-hazardous waste at appropriate disposal facilities which are in compliance with all applicable federal and state laws and regulations governing those facilities. The Contractor shall provide all scientific, engineering, design, management, and administrative services of any nature whatsoever necessary to arrange for and complete the removal of waste in a timely and efficient manner, and in accordance with the timelines set forth in any applicable Project Work and Cost Plan and/or Department-issued Work Order.

4.11 *Requirements for Contractor’s Site Access and Exit Conditions*: The Contractor’s SARSS work activities are usually conducted on private residential or commercial property, or on public municipal property. In advance of the Contractor’s planned work activities, the Department shall negotiate and obtain site access agreements with site owners which will include the Contractor’s scope of services work activities. The Contractor shall not begin work on the site property until instructed to do so by the Department and will comply with all pertinent requirements of the Department’s site access agreement with the site owner, including, but not limited to, providing upon request a certificate of insurance designating the site owner as an additional insured on the Contractor’s insurance, as further specified in Article 9 below. The Contractor shall be responsible for planning and conducting work in order to minimize the interference with the owner’s or (if applicable), operator’s activities at the site, as well as minimizing the disturbance of the site property to the extent feasible. Upon completion of the work activities, the Contractor shall exit the site property, leaving the property in a safe condition, and shall reasonably attempt to restore the property to its original condition (if feasible), as required by the Department and/or the specific access agreement.

4.12 *Department Approval Does not Relieve Responsibilities from the Contractor*: The Department's approval of drawings, designs, specifications, reports and any other work or materials delivered to the Department shall not relieve the Contractor of responsibility for the technical accuracy and adequacy of its work, and shall not be construed as a waiver of any rights under this Contract.

4.13 *Contractor’s Delivery of Materials, Supplies, and Equipment must be Free of Financial or Other Obligations*: The Contractor shall ensure that all materials, supplies and equipment to be delivered to the Department are free and clear from liens, or other restrictions. All materials, supplies and equipment used for this Contract must not have any financial or other obligations that in any way restrict or limit their availability for use in performing services hereunder or expose the Commonwealth to financial liability. In the event that the Department is exposed to such financial liability, the Contractor shall be solely and legally responsible to resolve these obligations to the satisfaction of the Department, at no cost to the Commonwealth.

4.14 *Contractor’s Equipment and Supply Maintenance and Operation Obligations*: The Contractor shall operate, maintain, and utilize supplies and equipment in accordance with applicable manufacturers' instructions, and ensure proper maintenance so supplies and equipment are safe to use, and will fulfill the goals for which they were designed.

4.15 *Contractor’s Obligation for* *Loss or Damage to Materials, Supplies, and Equipment*: The Contractor bears full risk of loss or damage to materials, supplies or equipment used on or in connection with the performance of services under this Contract. Loss or damage to materials, supplies, equipment due to the Contractor’s actions or inaction that must be replaced or repaired for the work is the sole responsibility of the Contractor, and the Department reserves the right to require the Contractor to replace or repair such losses and damaged items at its own expense.

4.16 *Contractor’s Responsibility for Accuracy of Measurements, and Compliance with Procedures*: The Contractor is responsible for accurate measurements of the required parameters such as weight, volume, NTU’s, etc. The Contractor is responsible for complying with the protocols, procedures, accepted best practices pertinent to sampling environmental media, calibration of equipment, testing and analysis of samples to provide the data that meets or exceeds the data quality objectives and goals of the work. Any work product that is determined to be inaccurate due to the Contractor’s failure to comply with the requirements of this section shall be re-measured, re-analyzed, re-sampled, or otherwise repeated at the Contractor’s expense.

4.17 *Contractor’s Responsibility for Quality and Labeling of the Packing and Shipping*: The Contractor shall ensure that any required preservation, packing and packaging, and packing for shipment shall be performed in accordance with quality assurance/quality control (QA/QC) requirements of this Contract and is consistent with commercial practice, and adequate for acceptance by common carrier and safe transportation at the most economical rates. If problems occur that are a result of improper packing and shipping that was under the control of the Contractor, the Contractor may have to re-perform whatever work is necessary to obtain the items that were previously packed and shipped, and then re-pack and re-ship the replacement items at the Contractor’s own expense.

The Contractor is responsible for correctly labeling all shipped materials. If incorrect labeling causes a failure of the shipped material to be reliably usable for the project, the Contractor shall be responsible for correcting the problem at its own expense.

4.18 *Shipping and Transport Must Comply with All Applicable Laws and Regulations*: The Contractor must ensure that all shipping and/or transport of materials, equipment and wastes for this Contract shall comply with the federal and state laws and regulations applicable to the materials, equipment and wastes being shipped or transported.

4.19 *Contractor Obligations to Support Department with Evidentiary Quality Work*: The Contractor shall fully cooperate and coordinate work with and assist other Contractors, if so directed by the Department, in planning, scheduling and implementation of SARSS VII services undertaken by the Department, by other federal or state agencies, or by any private party in compliance with the Department’s requirements and instructions.

In appropriate circumstances, the Department and the Contractor shall mutually plan and properly document their respective roles and action in connection with SARSS VII support services in order to provide evidentiary support and documentation required for subsequent enforcement actions that may be commenced by the Commonwealth, including but not limited to any action for recovery of costs for any SARSS VII services activities performed under this Contract.

The Contractor shall employ properly certified technical methods for sampling and analyses of site conditions when performing all activities required by this Contract and will provide the Department with a reliable chain-of-custody documented procedure to ensure the integrity of the evidence necessary to support Commonwealth enforcement.

The Contractor may be called upon either during and/or after the SARSS VII support service activities have been completed and/or after the Contract has expired, to prepare and provide documentation and/or testimony associated with the Commonwealth’s enforcement actions, including but not limited to cost recovery actions. The Contractor agrees that, by accepting the Department’s Work Order, or Project in accordance with any approved Work and Cost Plan, the obligations to provide appropriate documentation, chain-of-custody evidence, and testimony as described in more detail in this subsection are within the scope of services the Contractor is providing to the Department.

**Article 5: Rights Reserved to the Department**

Introductory Note: in addition to the Reservation of Rights set forth in this Article 5, the Department’s SARSS VII RFR and its Attachments/Appendices contain additional MassDEP reservations of rights provisions that remain binding upon all SARSS VII Contractors for the duration of the Contract term and are incorporated herein by reference.

5.1 *MassDEP’s Right to Inspect and* *Approve the Work*: The Department reserves the right to inspect and/or approve all work activities of the Contractor, and if applicable, the Subcontractor, performed under the SARSS VII Contract. In addition, duly authorized representatives of the EPA, when applicable, have the right to inspect the work of the Contractor and all Subcontractors at any time that the Department and/or EPA deem necessary.

5.2 *MassDEP’s Right to* *Remove Non-performing Contractor and/or Subcontractor Personnel from Projects*: The Department reserves the right to order, at its discretion, the Contractor to remove any Contractor personnel and/or subcontractor personnel from any Project whom MassDEP determines is incompetent, intoxicated, in violation of health and/or safety requirements, or otherwise fails and/or refuses to comply with or meet the Contract’s general performance requirements and/or fails or refuses to perform any work activities required by this Contract. In addition, the Department reserves the right, at its discretion, to remove a non-performing Contractor or non-performing Subcontractor from any Project.

5.3 *MassDEP’s Right to* *Suspend or Terminate SARSS VII Activities*: The Department in its sole discretion reserves the right to order, at any time, the suspension and/or termination of any SARSS VII activities. Upon receipt of MassDEP’s written notice of suspension and/or termination, the Contractor’s entitlement to payment for any SARSS VII activities shall cease except with respect to payment for services rendered prior to receipt of MassDEP’s suspension or termination notice. In the event that MassDEP’s notice of suspension and/or termination is verbal, written confirmation of the notice shall be provided to the Contractor by MassDEP as soon as reasonably possible (email transmission is permissible). Upon receipt of MassDEP’s verbal or written notice, the Contractor shall immediately cease all work activities and shall remove from the site all personnel, equipment, supplies and/or materials as directed by the Department.

5.4 *MassDEP’s Right to Assign Multiple Contractors, or Substitute Contractors*: In the Department’s sole discretion, the Department reserves the right to assign multiple Contractors to a Project or Work Order, or to substitute Contractors for a Project or Work Order at any time during the course of a Project.

5.5 *MassDEP’s Right to Suspend or Terminate the Contractor for Performance Problems and/or Violation of Legal Requirements:* MassDEP reserves the right to suspend or terminate a Contractor based upon evidence of performance problems on one or more assigned projects, failure to meet and/or comply with the General Performance Requirements, fraud in the submission of invoices or with respect to other dealings with the Department, violation of any federal, state, or local laws, regulations or requirements, failure to remain current on all fees/taxes/payments owed to the Commonwealth or MassDEP and/or failure to meet any other Contractual requirement. This provision shall be interpreted in a manner consistent with the requirements set forth in the Commonwealth’s Terms and Conditions.

5.6  *MassDEP’s Right to Withhold Payment for Unsatisfactory Performance*: The Department reserves the right to withhold payment for unsatisfactory Contractor Work Performance. If the Department determines, in its discretion, that any submission(s) by the Contractor of technical analyses, reports, studies and/or designs, and/or any Contractor work activity performance (whether performed by the Contractor or any subcontractor(s)), has not or will not achieve the requirements, as stated in the applicable Project Work and Cost Plan and/or Department-issued Work Order, the Department reserves the right to: (1) withhold full or partial payment for the work until all issues are resolved to the satisfaction of the Department; (2) require the Contractor to immediately correct or remediate any deficient or defective work, whether or not such deficient or defective work arises out of the use or reliance upon such submission, without additional compensation from the Department; or (3) re-assign future work Projects or Work Orders to other SARSS VII Contractors. The Department further reserves the right to pursue additional remedies against the Contractor to address any deficient or defective work by the Contractor or its subcontractors and any damages arising out of such work.

5.7 *MassDEP’s Right to* *Require Removal/Replacement of Equipment, Materials or Supplies*: The Department, through the Department’s SARSS VII Contract Administrator, reserves the right to order the Contractor’s removal, repair or replacement of any equipment, materials or supplies MassDEP determines to be defective, damaged, unnecessary, unsafe, or otherwise unsuitable for the performance of services under this Contract, and, if applicable, to require the replacement of the removed items at the Contractor’s cost.

5.8 *MassDEP’s Right to Issue Stop Work Orders*: The Department reserves the right, in its sole discretion, to issue a Stop Work Order (either verbally or in writing) to a Contractor on a Project or Work Order. The MassDEP Site/Project Manager or the MassDEP Contract Administrator is authorized to issue the Stop Work Order verbally to the Contractor. In the event of a verbal Stop Work Order, the MassDEP Contract Administrator shall provide the Contractor with written documentation (which can consist of electronic email) within a reasonable period of time that specifies the reason(s) for the Stop Work Order and (if applicable) the reason(s) for the suspension and/or termination of services.

5.9 *MassDEP’s Right to* *Access and Review Contractor Personnel Certifications, Licenses, and/or Registrations*: The Department reserves the right to request and receive from the Contractor and/or any Subcontractor copies of any and all records of employees’ professional and training licenses, certifications, registrations, and other documents that attest to the employees’ qualifications as previously represented by the Contractor and/or Subcontractor to the Department, either through written documentation or through oral communication with the Department.

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**Article 6: Contract Management, Including Project Work and Cost Plans and Work Orders**

6.1 *Contract Management Overview*: The parties agree that effective Contract management is of utmost importance to the successful and cost-effective accomplishment of services performed under this Contract. The Contractor understands and acknowledges that its selection for this Contract was premised in part upon the representations made in the Quote Package relative to its capabilities and intent to manage and control work activities provided by the Contractor to the Department during the Contract term. The Contractor further understands and acknowledges that the Department will evaluate the Contractor’s performance not only on the technical quality of its services, but also on the efficiency and adequacy of its management and control of Contract activities.

6.2 *Designation of SARSS VII Contract Administrator and Contractor's Program Manager (Point-of Contact):* Contract management shall be achieved principally through the interaction of the Department's SARSS VII Contract Administrator and the Contractor's Program Manager or other Point-of-Contact who will be the Contractor’s single point of contact.  In addition to the SARSS VII Contract Administrator designated in this section, the Department will designate a Deputy SARSS VII Contract Administrator in the event of the SARSS VII Contract Administrator’s unavailability. In a similar manner, upon execution of the Contract, the Contractor must designate both a Program Manager/Point-of-Contact and a Deputy Program Manager or Point-of-Contact to exercise the functions of the Program Manager in the event of his or her unavailability. The parties may change such designations at any time, provided that each party gives timely written notice thereof to the other party.

For purposes of management of this Contract, the Department makes the following initial designation of its SARSS VII Contract Administrator:

Robert Shaughnessy

SARSS VII Contract Administrator

Bureau of Waste Site Cleanup

Department of Environmental Protection

1 Winter Street, Boston, MA 02108

robert.shaughnessy@mass.gov

617-292-5585

The Department's SARSS VII Contract Administrator and the Contractor's Program Manager shall be the points of contact for matters pertaining to this Contract. Project Work and Cost Plans, Work Orders, and Change Orders, including suspensions and/or terminations thereof, shall be valid only when signed by the Department's SARSS VII Contract Administrator.

6.3 *Contract Management Procedures*: The Contractor Program Manager and the SARSS VII Contract Administrator shall meet periodically to review and coordinate work under the Contract. Through the Contractor Program Manager and the SARSS VII Contract Administrator, the Department and the Contractor may from time to time amend contract management policies and procedures to ensure consistent and effective administration of this Contract.

6.4 *Project and Work Order Assignments, generally*: The Contractor shall perform services under this Contract pursuant to written Project Work and Cost Plans and Work Orders approved and issued by the Department. Both Projects and Work Orders are valid only when approved by the SARSS VII Contract Administrator. Projects may be issued for individual sites, for groups of sites, for discrete tasks, and/or for generic tasks. The Contractor bears and accepts an affirmative obligation to review the requirements for Projects or Work Orders and to provide the Department with its best professional judgment regarding the extent to which the stated goals and objectives of a Project and/or Work Order are feasible and can be accomplished in an efficient and cost-effective manner.

6.5 *Project Implementation Procedures*: The Department shall provide the Contractor with the Department’s project planning and implementation procedures as part of the Contractor orientation conference for all Contractors at the initiation of the Contract. The general procedures for initiating and implementing a Project shall be as follows:

Projects:

* 1. *Scoping Session*: Once a Contractor is notified of selection for a Project, the Contractor’s Program Manager or Point-of-Contact and the Department’s SARSS VII Contract Administrator shall cooperatively set up a “Scoping Session” to determine the goals and implementation plans for the Project and due dates for the project, and the due date for the project planning documents.
  2. *Work and Cost Plan*: After the scoping session, the Contractor shall prepare a Work and Cost Plan (i.e., the work plan that also contains a cost estimate). After negotiation by the parties and approval by the Department’s Project Manager and SARSS VII Contract Administrator, the Work and Cost Plan will become the specification for the work to be performed. The Department will provide the Contractor with a format for the Work and Cost Plan at the initiation of the Contract term.
  3. *Changes to the Work and Cost Plan*: The Contractor and/or the Department’s Project Manager may initiate Changes and modifications to the approved Work and Cost Plan. When the scope of the change is agreed between the Department’s Project Manager and the Contractor, the Contractor shall prepare a Change Order using the format provided to the Contractor by the Department. Upon written approval by the SARSS VII Contract Administrator, the Change Order becomes a modification to the specifications defined by the Work and Cost Plan or prior Change Order for the project.
  4. *Expedited Project Initiation and Change Orders*: On occasion, a Project or Change Order must be initiated prior to the submittal of a formal, written Work and Cost Plan or Change Order. In these circumstances, the SARSS VII Contract Administrator shall issue a written “Expedited Project Initiation” or “Expedited Change Order” to authorize the required work activities. The Expedited actions authorized by this section shall not relieve the Contractor from the preparation of a formal written Work and Cost Plan for the Project, and/or a written Change Order, with respect to the work activities at issue, within a reasonable time period as agreed upon by the parties.
  5. *Project Closeout*: Projects shall be considered closed when the Contractor has completed all tasks and submitted and received the Department’s written approval for all deliverables and any other work items as defined in the Work and Cost Plan for the Project. Official closure of the Project is determined by the Department’s SARSS VII Contract Administrator.

Work Orders:

1. The Department may issue Work Orders to Contractors for services that are relatively simple and usually of short duration. Unlike the Work and Cost Plan for a Project, the scope and cost estimate for a Work Order are prepared by the Department, usually in consultation with the Contractor, and then delivered to the Contractor for implementation.
2. The Contractor shall implement the Work Order upon receipt, or in accordance with the schedule provided within the Work Order. The Contractor shall notify the Department’s SARSS VII Contract Administrator immediately upon the Contractor’s identification of any inconsistencies with the Work Order’s technical requirements and/or budget, or any other issues that would prevent the Work Order from being successfully completed in accordance with the time deadline or for the budget amount.

**Article 7: Personnel Changes and Substitutions**

7.1 *Availability of Contractor and Subcontractor Key Personnel for this Contract*: The Contractor acknowledges that the Department’s determination to award the Contractor this Contract is based in part upon material representations made by the Contractor in its Quote Package (and after SARSS Contract award) regarding the availability of the Contractor’s key personnel and the key personnel of the Contractor’s approved subcontractors to perform the required SARSS VII activities. Through execution of this Contract, the Contractor warrants and certifies the ongoing availability of both the Contractor’s personnel and subcontractor’s personnel to perform all services required by this Contract. The Department recognizes that the SARSS VII Contract has certain time periods where no active work may occur, and that the Contractors must utilize their employees to meet their business goals and obligations, and the Department will take these circumstances into consideration when applying this clause.

7.2 *Notification of Changes to Key Personnel or Personnel Actively Engaged in Ongoing Projects*: The Contractor shall notify the SARSS VII Contract Administrator in writing (email notification is sufficient) no less than two (2) weeks prior to making requested changes for project management and key technical Contractor and/or subcontractor personnel actively involved in a Project or Work Order, including projects or work orders where the Department is prospectively considering the use of the Contractor.

7.3 *Requirement for Changes to Contractor/Subcontractor Key Personnel or Personnel Engaged in Ongoing Projects*: The Contractor shall assign to the Contract and to all Projects those Contractor and/or Subcontractor key personnel who are necessary to fulfill the Contract requirements. No substitutions shall be made except in accordance with this clause and the following provisions:

1. Requests for Personnel Substitutions: All requests for personnel substitutions must be written to the Department’s SARSS VII Contract Administrator (emails are permissible) and provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume(s) for the proposed substitute(s), and any other information requested by the Department needed to approve or disapprove the proposed substitution(s).

2. Substitute(s) Qualifications: All proposed substitutes shall have qualifications that are equivalent to or better than the qualifications of the person(s) to be replaced (including, but not limited to, all licenses, trainings, and certifications required to perform the work activities involved), and shall be at the same labor category, unless otherwise approved by the Department’s SARSS VII Contract Administrator. MassDEP reserves the right to verify these requirements through documentation from the Contractor and/or subcontractor(s).

3. Department Evaluation: The Department will evaluate substitution requests in a timely manner and promptly notify the Contractor whether the request is approved or disapproved.

4. Costs for Substitutions Borne by the Contractor: The cost of personnel changes and substitutions made in the course of the Contract shall be borne by the Contractor, including but not limited to any costs associated with the training of substitute personnel, or the cost of preparing change orders that are associated with the substitution of personnel.

**Article 8: Subcontractors**

During the Contract term, Contractors may have the need to acquire and manage subcontractors for various services required by the SARSS VII contract. The Contractor is required to identify the subcontractors that will be needed for a project during the planning stages and enter the estimated costs into the Work and Cost Plan or Change Order after the Contractor has determined the best value method of acquisition and best price according to the procedures cited in this Article.

If the Department and/or Contractor determine that additional or different subcontractors are required during the project, the Contractor should submit the written request to the Department’s SARSS Contract Administrator and MassDEP Project Manager for approval. The Department’s written approval of these subcontractors can be conveyed through written email transmission, and approval of all additional subcontractors must conform to the requirements of Section 9 of the Commonwealth Terms and Conditions.

For SARSS VII, there are two categories of subcontractors for the SARSS VII contract:

1) **Consulting Subcontractors** who are usually consulting firms providing professional environmental science and engineering skills or administrative support services that enhance and/or supplement a Contractor’s existing capabilities and generally using labor rate hours and direct charge non-labor costs with a handling (markup) fee, and

2**) Site Services Subcontractors** who provide services for site work such as drilling and sampling, laboratory analyses, surveying, test pitting, small scale excavation, and other services that are essentially non-consulting services and generally bill using unit cost rates such as daily rates, per analysis rates, or lump sum rates.

MassDEP identifies these two different subcontractor categories because they are usually acquired using different qualification methods, and the cost estimating and setting budgets for the projects is different between these two types of subcontracts, as well as the billing/ invoices format and content.

**Note: Contractors should note that, pursuant to Section 9 of the Commonwealth’s Terms and Conditions, any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under the SARSS VII Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of the Commonwealth Terms and Conditions**. Contractors should also note that subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility, or liability arising under the SARSS VII Contract.

8.1 Consulting Subcontractors

The following are the conditions applicable to acquiring and using a Consulting Subcontractor:

1. Definition of a Consulting Subcontractor for SARSS Contracts: Consulting Subcontractors are those firms who primarily will be providing professional staff such as scientists, engineers, or administrative personnel to support the work of the Prime Contractor and MassDEP. The Consulting Subcontractors often are interpreting and providing scientific, engineering, risk characterization and other data and information by which the Prime Contractor and MassDEP can make decisions regarding the site, or non-site work.

Typically, these types of subcontractors prepare cost estimates by estimating the type and professional level of the staff to be assigned, estimate the number of labor hours needed to accomplish the work by each task, apply the hourly billing rates to the labor hours for the professional type and level of the employees to create a labor cost estimate and budget. Typically, but not always, the labor costs for personnel are the largest percent of costs for the project being performed by the Consulting Subcontractor.

2. Selection of a Consulting Subcontractor by the Prime Contractor: Selection of a Consulting Subcontractor is generally understood to be primarily an evaluation of technical qualifications, capabilities and skill sets to successfully accomplish the task(s) to which the Subcontractor will be assigned. Therefore, selection of the best value subcontractor by the Prime Contractor is first a technical capability competition, and secondly a cost consideration, which is very similar to how the SARSS Prime Contractors are selected during the procurement process. Costs are determined to be reasonable using the process defined in #3 below.

3. Consulting Subcontractors Allowable Labor Rates: Consulting subcontractors must have hourly labor rates consistent with those of the Prime Contractor by being no more but can be less than those in effect for the Prime Contractor for the rates charged for subcontractor labor hours in accordance to the SARSS VII labor category rates in effect for the Prime SARSS Contractor (see ***Attachment C, (General Compensation (Payment) Terms and Conditions, Article 2, Labor Compensation Terms and Conditions*)**.

MassDEP understands that subcontractor labor rates for specialty services may not be consistent with those of the Prime Contractor for legitimate reasons, and a waiver of the labor rate requirement provided in the paragraph above for a single or multiple labor categories can be approved by the MassDEP Contract Administrator prior to award of a subcontract by the Prime Contractor after the Prime Contractor has demonstrated and stated to MassDEP Contract Administrator in writing (email is sufficient) why higher labor rates than their approved rates are required.

4. Department Approval of Consulting Subcontractors: The Department’s SARSS Contract Administrator or his designee has the authority to approve or deny the Prime Contractor’s selection of the Consulting Subcontractor.

5. Conflict of Interest (COI) Screening Required for Consulting Subcontractors for each project for which they are under consideration for Selection: Prior to the initiation of any Project under the SARSS VII Contract (including the preparation of a Work and Cost Plan), the Prime Contractor shall obtain and submit to the SARSS VII Contract Administrator a completed Conflict of Interest Screening form for all Consulting Subcontractors unless otherwise waived by the SARSS Contract Administrator. If the Prime Contractor fails to submit a completed COI form to the SARSS Contract Administrator, the Prime Contractor will not be authorized to utilize the Consulting Subcontractor(s) for the Project, and the Department may not compensate the Prime Contractor for the Consulting Subcontractor’s work for the time period prior to when a COI form is submitted, and the Consultant subcontractor is shown not to have a COI. If the Consultant subcontractor is determined to have a COI, as determined solely by the Department, the subcontractor shall not be authorized to work on the Project until the conflict is resolved to the satisfaction of the Department.

8.2 *Site Services Subcontractors*

After Contract award, Contractors may utilize Site Services subcontractors on a Project-specific basis in accordance with Terms and Conditions set forth in this sub-section. As noted previously, all Contractor subcontracts with Site Services subcontractors must comply with the requirements of Section 9 of the Commonwealth’s Terms and Conditions.

1. Definition of Site Services Subcontractor for SARSS Contracts: Site Services Subcontractors are those firms who primarily will be providing site support services for such activities as drilling and sampling subsurface soils and rock, land surveying, land clearing, maintenance of site operating systems, laboratory analysis, test excavations and excavation of small quantities of contaminated soils or wastes, fence repair and other such activities where the services delivered are mainly physical in nature rather than interpretative in nature, unlike the Consulting Subcontractors.

Typically, Site Services Subcontractors prepare cost estimates and budgets by estimating the type of equipment and labor required using unit rates such as daily rates (e.g., $250/day), quantity rates (e.g., $60/ton; $25/foot), and other similar unit rates. These rates are then applied to the estimate of the duration of the work to be performed, a mobilization and demobilization lump sum cost, and other unit costs to establish the project cost estimate and budget. Typically, but not always, Site Services Subcontractors are awarded a lump sum subcontract by the Prime Contractor, and the unit rates provided are primarily used by the Prime Contractor and MassDEP to evaluate the reasonableness of the sub-bidder’s understanding of the required scope of services, as well as to provide a basis for any Change Orders involving increasing the budget required during project implementation. A more detailed description of the general types of Site Services Subcontractors are described below, but this is not an all-inclusive list of all potential site services required by these types of subcontracts:

* *Laboratory Analyses*: Use of laboratories as subcontractors are the most frequently used subcontracts by SARSS Contractors. In general, SARSS VII Contractors must utilize one or more of the laboratories that are listed in the Department’s Laboratory Support Services contract (BWSC-LSS-2022; see Glossary for definition). All subcontracts for laboratory services must comply with Section 9 of the Commonwealth’s Terms and Conditions; however, since the list of laboratories on the Department’s Laboratory Support Services Contract have been pre-approved by the Department, Contractors should assume that the selected laboratory for subcontracted services is approved by the Department, unless the Department informs the Contractor otherwise.

For a specific need on a Project, if a Contractor wishes to use a laboratory that is not currently on the Department’s LSS Contract, the Contractor shall prepare a written justification for the Department’s review/approval. The Department may request the laboratory’s certification(s), qualifications, and cost rates for review. The Department is not responsible for laboratory costs incurred by the Contractor prior to Department approval.

* *Subsurface Investigations*: These subcontractors perform intrusive subsurface investigations such as drilling and sampling of soils and groundwater, using various drilling methods such as direct push, hollow-stem auger, spun casing and drive and wash. Drilling subcontractors also install monitoring wells and micro-wells and perform intrusive subsurface investigation using backhoes and other excavator for test pits.
* *Non-intrusive subsurface Investigations*: These subcontractors perform non-intrusive subsurface investigations and use geophysical methods to characterize subsurface materials, and for conducting utility clearances.
* *Surveys and Surveyors*: Surveying may include topographic surveys, grid location and elevation for sampling points, property line surveys, and other various land surveys as needed on a project-specific basis.
* *Waste and Hazardous Waste Transport and Disposal*: Disposal of investigation derived wastes (IDW) and small quantities of contaminated or uncontaminated wastes, soils and debris from sites may be required under the SARSS VII Contract. In general, site remediation involving excavation, waste and hazardous waste transport and disposal is performed by Department Contractors under a separate contract not related to the SARSS VII Contract.

SARSS VII Contractors should note that the Contractor or its Subcontractor, not the Commonwealth nor the Department, must sign any hazardous waste manifests as the “generator”. Typically, SARSS Contractors that do perform limited hazardous waste transport and disposal acquire subcontracted waste haulers that agree to sign manifests as the “generator.”

* *Site Services*: SARSS VII Contractors may require subcontractors who perform specific on-site services, particularly for projects involving long-term stationing at a site, such as but not limited to: trash pick-up and disposal; providing sanitary facilities and maintenance; site maintenance activities such as lawn cutting; cleaning services for onsite facilities; and/or any other on-site services needed for a project.
* *Specialty Subcontractors*: SARSS VII Contractors may enhance their technical capabilities for specific projects by acquiring a specialized expert subcontractor to support their work on a site-specific basis. The Prime Contractor can identify and provide additional qualifications for such project-specific subcontractors during the Department’s selection process for a Project Contractor, or during the implementation of the Project work. In addition, the Department may request the Prime Contractor to utilize a specific subcontractor where the technical requirements of the project demand a unique expertise.

2. Selection of a Site Services Subcontractor by the Prime Contractor: Selection of a Site Services Subcontractor is primarily an evaluation of the ability of the subcontractor to perform the work based on technical qualifications, capabilities and skill sets but those are provided in less detail than those for the Consulting Subcontractors. All factors regarding the sub-bidder’s submittals for site services are principally evaluated by using the cost estimate to determine if the subcontractor will provide the best value services, with lowest cost being a major factor in the selection process.

The Prime Contractor must acquire Site Services Subcontractors in accordance with the following requirements:

* Best Value Acquisition: The Contractor shall use the same as the “best value” approach that the Commonwealth utilizes in its procurements.

In the event that the Prime Contractor selects a subcontractor whose bid is greater than 5% of the lowest price the Contractor has received through the appropriate bid process, the Contractor shall describe and justify to the Department, utilizing a best value analysis, its reasons for proposing to use the higher priced subcontractor on the Project.

* Subcontractor Acquisition Procedure: The following table summarizes the purchasing procedure and dollar thresholds to which the procedures apply:

| Estimated Cost | Method of Procurement | Documentation Required |
| --- | --- | --- |
| $ 2,500 or less | Sound business practices. The term “sound business practices” is defined as ensuring the receipt of a favorable price by the Prime Contractor having periodically soliciting price lists or quotes from the subcontractor(s). | Written statement from Prime Contractor supporting the technical reason the subcontractor was chosen and proves that the prices are within the competitive range for the type of service. This can be stated within the Work and Cost Plan or Change Order. |
| > $ 2,500 –  < $ 5,000 | Seek price quotes from at least three subcontractors, can be over the phone, or can be comparisons from price catalogues of various subcontractors, or other form of price comparison. | Written record of the Prime Contractor’s request and the responses from subcontractors. One of the three can be a written record from a potential bidder that declines to bid. |
| > $5,000 –  < $ 18,000 | Seek price quotes in writing from at least three subcontractors and award the contract to the responsive subcontractor offering the supply or service needed for the best value. | Written record of the Prime Contractor’s request and the written responses from subcontractors. One of the three can be a written record from a potential bidder that declines to bid. |
| > $ 18,000 | Conduct a formal competition by issuing a written invitation for bids (IFB) or a request for proposals (RFP) to at least three subcontractors with known skills and capabilities in the technical area of the subcontract. In the IFB process, the Prime Contractor should award the subcontract to the qualified sub bidder who meets the specifications and offers the best value. In the RFP process, the Prime Contractor should award the subcontract to the sub bidder submitting the most advantageous, a/k/a “best value” proposal, taking into consideration the specified evaluation criteria. | Prior review of the IFB or RFP by the Department, and concurrence from the Department’s SARSS VII Contract Administrator for the Prime contractor’s issuance of the request. The Contractor must fully document the competition process and all written responses received from the sub bidder. One of the three can be a written record from a potential bidder that declines to bid if the total value for the subcontract will be less than or equal to $35,000. For subcontracts that have a total estimated value greater than $35,000 three quotes and/or proposals shall be obtained, unless otherwise approved in writing by the SARSS VII Contract Administrator. |

On a Project-specific basis, a Prime Contractor may require the services of a specific subcontractor firm because of that firm’s unique technical capabilities. In cases where the cost for use of that subcontractor will exceed $5,000, the Prime Contractor shall discuss the Project-specific circumstances, and the qualifications of the proposed subcontractor, with the Department’s SARSS VII Contract Administrator. If the SARSS VII Contract Administrator agrees with the Prime Contractor’s proposed use of this specific subcontractor, the Prime Contractor shall prepare documentation supporting the use of this specific subcontractor based upon technical considerations and include in this documentation an evaluation and statement (with supporting cost justification) that the cost for the services is within the reasonable range for that service. The Prime Contractor shall not enter into a subcontract pursuant to this paragraph until the Prime Contractor receives written approval from the Department’s SARSS VII Contract Administrator in response to the Prime Contractor’s documentation submission.

8.3 *Substitutions and/or Replacement of Subcontractors*:

In the event the Prime Contractor is required to replace or substitute approved Subcontractors, and/or add Subcontractors to provide special services (e.g., drilling, fencing, security) not otherwise available from approved Subcontractors, the Prime Contractor shall submit to the Department a written request that justifies and describes the circumstances which require such change. The Prime Contractor may recover all reasonable costs incident to its securing a Subcontractor for services specifically required by the Department. All additional subcontracts shall conform to all requirements of these Department Terms and Conditions, as well as to section 9 of the Commonwealth’s Terms and Conditions.

8.4. Department Approval of Subcontractors: The Department’s SARSS Contract Administrator or his designee has the authority to approve or deny the Prime Contractor’s selection of the Site Services Subcontractor.

**Article 9: Insurance and Indemnification**

1. *Insurance: General Requirements*
2. The Contractor shall obtain and maintain throughout the term of the Contract the insurance coverage of the kinds and amounts specified below. Insurance companies acceptable to the Department shall provide such coverage. The insurer(s) shall:

● be licensed to transact the business of insurance in Massachusetts or is an authorized excess or surplus lines insurer in Massachusetts;

● have an A.M. Best rating of “A- “Class “VII” or better in the most recently published Best’s Insurance Report. If, during the terms of the contract, any insurer’s rating falls below “A- “Class “VII,” the insurance must be replaced no later than the renewal date of the insurance policy; or

● be within a risk retention group lawfully providing insurance to its members in Massachusetts.

MassDEP reserves the right to approve or reject all insurers. MassDEP further reserves the right to revoke its acceptance of any insurer or insurance policy.

1. The Contractor shall request in writing to each insurer that its insurance policy(ies) be endorsed to provide MassDEP with thirty (30) days written notice prior to cancellation. The Contractor shall provide MassDEP with a copy of the request to its insurer and either a copy of the policy with endorsement or a letter from the insurer denying the request.
2. Upon signing this Contract, the Contractor shall furnish to MassDEP a certificate or certificates of insurance in a form satisfactory to MassDEP showing that it has complied with this article. The Contractor shall not seek to cancel any of the required insurance policies. The Contractor shall also notify MassDEP in writing immediately if the Contractor receives any notices of cancellation on any of the required insurance policies.

The bankruptcy or insolvency of the insured Contractor shall not relieve any of the insurers of their obligations with regard to the insurance being provided. The insurers shall also be liable for the payments of any amounts within any deductible obligations under any policy with no right of recourse against any additional insured.

1. The premium for any insurance required hereunder shall not be charged as a direct cost.
2. MassDEP reserves the right to require the Contractor to furnish the terms and conditions of any policy of insurance under this Contract.
3. Failure to procure or maintain the insurance coverage in the amounts, coverage and endorsements required shall be considered a breach of this Contract resulting in immediate termination of the Contract.
4. MassDEP reserves the right to require the contractor to require of its subcontractors and/or sub-consultants insurance in the kinds and amounts required by this Contract.
5. MassDEP reserves the right to require the Contractor, in appropriate circumstances, to include property owners upon whose land the Contract work is being performed to be added as additional insureds to the Contractor’s commercial general liability and umbrella liability or excess insurance liability insurance, and the Contractor shall furnish certificates of insurance evidencing the addition of these insureds.
6. *Insurance: Specific Requirements and Limits*: The Contractor shall obtain and maintain the following insurance with limits not less than those described below:
7. Workers Compensation Insurance and Employers Liability Insurance including Occupational Disease Benefits in compliance with Massachusetts law covering all directors, officers, employees and agents doing work in the Commonwealth of Massachusetts or in connection with this Contract. The policy shall provide for Employers Liability Insurance limits of not less than $1,000,000 each accident; $1,000,000 each disease, each employee and $1,000,000 disease aggregate.

The Workers Compensation insurer shall provide a Waiver of Subrogation in favor of the Commonwealth of Massachusetts, MassDEP and their officials and employees.

1. Commercial General Liability Insurance providing limits of not less than $1,000,000 each occurrence; $2,000,000 Per Project General Aggregate; $1,000,000 Products/Completed Operations Aggregate. Such insurance shall be written on an occurrence basis subject to the Insurance Service Office’s (ISO) form CG00 01 or equivalent. The insurance shall include coverage for Liability Assumed in an Insured Contract, Broad Form Property Damage, Independent Contractors Coverage, Personal and Advertising Liability, Cross Liability and Explosion, Collapse, Underground Hazard (XCU) coverage.

The Commonwealth of Massachusetts, MassDEP and their officials and employees shall be added as additional insureds for Commercial General Liability. With regard to this Contract the insurance shall be primary and non-contributory, without regarding to any other insurance available to the Commonwealth or MassDEP. The insurer shall also agree to a Waiver of Subrogation in favor of the Commonwealth, MassDEP and their officials and employees.

1. Business Automobile Liability Insurance written to provide coverage for at least all owned automobiles, non-owned and hired automobiles. The policy shall provide limits of not less than $1,000,000 each accident on a combined single limit basis.

Contractors responsible for the transportation of pollution or hazardous waste in a covered automobile must also have broadened pollution coverage for covered autos ISO form (CA 99 48) or its equivalent and a Motor Carrier Act Endorsement (MCS-90).

The Commonwealth of Massachusetts, MassDEP and their officials and employees shall be added as additional insureds for Business Automobile Liability. The insurer shall also agree to a Waiver of Subrogation in favor of the Commonwealth, MassDEP and their officials and employees.

1. For contractors providing environmental consulting, design, testing, monitoring, sampling or other engineering services, Professional Liability/Errors and Omissions Insurance with limits of not less than $1,000,000 each claim and in the aggregate covering the Contractor’s rendering or failure to render professional services under the Contract. This insurance shall provide at a minimum coverage for all professional services assumed by the Contractor under this Contract. Such insurance shall apply to negligent acts, errors or omissions committed by the Contractor and cover the Contractor’s liability for the negligent acts, errors or omissions of anyone for whom the Contractor is legally liable.

The professional liability insurance policy shall not have a pollution, lead, silica or asbestos exclusion. It shall provide prior acts coverage that precedes all services performed by the Contractor under this Contract.

The professional liability insurer shall agree to a Waiver of Subrogation in favor of the Commonwealth, MassDEP and their officials and employees.

The Contractor shall continuously maintain this professional liability insurance for a period of three (3) years following substantial completion of all work.

1. Contractors Pollution Liability Insurance, either as part of the Professional Liability Insurance policy or as a stand-alone policy providing no less than $1,000,000 each incident and in the aggregate. Such insurance may be written on either a claims made or occurrence basis. If such coverage is written as claims made, it shall provide prior acts coverage that precedes all services performed by the Contractor under this Contract and the Contract shall maintain this insurance for a period of three (3) years following substantial completion of all work.

The Contractors Pollution Liability Insurance shall not have any exclusion for lead, silica, or asbestos. The policy shall provide coverage for arranging the transportation, storage and disposal of any oil and/or hazardous material, including naturally occurring hazardous substances. The policy shall be endorsed to cover liability for the disposal of oil and/or hazardous materials at approved dump sites.

The Commonwealth of Massachusetts, MassDEP and their official and employees shall be added as additional insureds under the Contractors Pollution Liability. The CPL insurer shall also agree to a Waiver of Subrogation in favor of the Commonwealth, MassDEP and their officials and employees.

1. Umbrella Liability or Excess Liability Insurance written on an occurrence basis providing no less than $2,000,000 each occurrence limits of liability. The Umbrella or Excess Liability shall apply at least excess over the Commercial General Liability, Business Automobile Liability and Employers Liability with Broad as Primary coverage.

The Umbrella or Excess Liability insurer shall agree to a Waiver of Subrogation in favor of the Commonwealth, MassDEP and their officials and employees.

1. Property Insurance on an “all risk” or “named perils” basis insuring all tools and equipment of the Contractor including any equipment to be installed in the project.
2. *Environmental Contractor’s Indemnification (General and IP)*:

1. Indemnification: Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth of Massachusetts, MassDEP and all of their officials, directors, employees and agents from and against any and all claims, damages, losses and expenses (including cost of defense, settlement and attorneys’ fees) which any or all of them may hereafter suffer, incur, be responsible for, or pay as a result of bodily injury, personal injury, property damage, and/or environmental clean-up costs (including injury to employees of the Contractor or its subcontractors) arising out of, resulting from or in consequence of the performance of this Contract, provided that such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor and/or any of its subcontractors. This indemnification obligation is in addition to and is not limited by any insurance required by this Contract.

2. Intellectual Property Indemnification: Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth of Massachusetts, MassDEP, and their officials, directors, employees and agents from and against all claims, actions, losses, damages and expenses (including cost of defense, settlement and attorneys’ fees) arising out of any patent, copyright, trademark or secret process infringement by the Contractor and/or its subcontractors in the performance of this Contract.

If the making or using of a design or process referenced in technical specifications drafted by the Contractor for MassDEP under this contract is limited or prohibited because of any infringement, the Contractor agrees to:

1. Specify within the technical specifications and make clear to MassDEP in writing that the design or process drafted and/or created requires a license or licenses; and
2. At the Contractor’s sole expense without reimbursement from MassDEP, the Contractor shall obtain any license(s) not referenced in the technical specifications which were drafted and/or created by the Contractor for submittal to MassDEP.

This indemnification obligation shall survive and continue to apply after substantial completion of all work under the Contract.

1. *Environmental Consultant’s Indemnification (General and IP*):

1. Indemnification: Unless otherwise exempted by law, the consultant shall indemnify and hold harmless the Commonwealth of Massachusetts, MassDEP and all of their officials, directors, employees and agents from and against any and all claims, damages, losses and expenses (including cost of defense, settlement and attorneys’ fees) which any or all of them may hereafter suffer, incur, be responsible for, or pay as a result of bodily injury, personal injury, property damage, and/or environmental clean-up costs (including injury to employees of the consultant or its subconsultants) or any other loss to the extent that such are caused by the willful or reckless misconduct or negligence of the consultant, its sub-consultants or anyone from whom either may be legally liable arising out of, resulting from or in consequence of the performance of this Contract. This indemnification obligation is in addition to and not limited by any insurance required by the Contract.

2. Intellectual Property Indemnification: Unless otherwise exempted by law, the consultant shall indemnify and hold harmless the Commonwealth of Massachusetts, MassDEP, and their officials, directors, employees and agents from and against all claims, actions, losses, damages and expenses (including cost of defense, settlement and attorneys’ fees) arising out of any patent, copyright, trademark or secret process infringement by the consultant and/or its sub-consultants in the performance of this Contract.

If the making or using of a design or process referenced in technical specifications drafted by the Consultant for MassDEP under this Contract is limited or prohibited because of any infringement, the consultant agrees to:

1. Specify within the technical specifications and make clear to MassDEP in writing that the design or process drafted and/or created requires a license or licenses; and
2. At the consultant’s sole expense without reimbursement from MassDEP, the consultant shall obtain any license(s) not referenced in the technical specifications which were drafted and/or created by the consultant for submittal to MassDEP.

This indemnification obligation shall survive and continue to apply after substantial completion of all work under the Contract.

**Article 10: Record Keeping, Audits, and Inspections of Records**

10.1 *Record Keeping*: The Contractor and all subcontractors rendering services pursuant to this Contract shall comply with all legal requirements regarding Record-Keeping and the Retention and Inspection of Records as set forth in paragraph 7 of the Commonwealth’s Terms and Conditions. In addition, the Contractor shall establish and maintain a financial management and audit system that reflects costs and expenditures incurred and payments and reimbursements received pursuant to this Contract. The Contractor shall ensure that all subcontractors also comply with the requirements of this paragraph. The Department shall have the right to inspect and audit, or have inspected and audited, such books, records, and data prior to and following submittal of an invoice for payment by the Contractor for any work activities performed pursuant to this Contract.

10.2 *Documents and Data*: Project and Work Order deliverables must comply with the requirements for reporting and data documentation provided in the applicable Project Work and Cost Plan, Work Order and/or Change Orders. Deliverable documents and materials for projects may include but may not be limited to the following: reports, studies, plans, drawings, analytical data, modeling documentation, specifications, computations, designs, record drawings, and other documents, materials and data.

The Department requires that documents and data be delivered to MassDEP only in electronic formats.

All documents requiring a seal, certification, or other signatory requirement shall be properly sealed and/or certified by a person with a current, valid license, and/or certification and/or registration. Examples of this requirement, include, but are not limited to, the following: professional engineering seals; professional land survey seals; and Licensed Site Professional (LSP) certifications.

All sets of maps, plans, specifications and other engineering data submitted to the Department shall bear the signature and stamp of a Professional Engineer or Professional Surveyor currently licensed in Massachusetts whenever required by law.

10.3 *Work and Cost Plans*: For all Projects, the Contractor shall prepare a Work and Cost Plan in accordance with the provisions of Article 6. At the direction of the Department, the Contractor may be required to include as part of the Work and Cost Plan a Quality Assurance Project Plan (QAPjP) (i.e., a site-specific plan) that incorporates the relevant sections of the SARSS Quality Assurance Program Plan (QAPP) and specifies any additions or modifications of required to achieve the QA/QC goals during the execution of the Project. The Contractor may also be required to develop Project Health and Safety Plans (i.e., site-specific plans), which incorporate the applicable sections of the HSPP and specify any additions or modifications that are needed to achieve the HSPP objectives during execution of the Project.

10.4 *Electronic Software Standards*: For any and all deliverables, data, or other information delivered or transmitted to the Department in electronic software, the standard files shall be delivered in formats fully compatible with the most current versions of MS Word, MS Excel (spreadsheet), MS PowerPoint, Adobe Acrobat. The standard for delivery of electronic software documents shall be by upload to an established SharePoint extranet site or by email attachment. Use of other software formats for delivery of reports, data and other information requires prior approval of the Department's SARSS VII Contract Administrator.

All electronic software files delivered or transmitted shall be scanned and cleaned of viruses and other unintended attached or embedded in the programs in the software using up-to-date virus identification and cleaning programs immediately prior to delivery or transmittal to the Department.

Contractors may use utilize other software programs for applications such as, but not limited to CADD, GIS, survey, database management, data analysis, project management without prior Department approval.

**Article 11 Conflict of Interest**

11.1 *Conflict of Interest Screening, Disclosure, and Identification*: The Contractor has an affirmative duty to identify and report to the Department all relationships and situations (both past and present at any state or federal site) where the potential for conflict of interest might arise. These relationships and situations include all those to which the Contractor or its Subcontractors were or are a party in performing work under the Contract or under a specific project assignment. The Department will, in all cases, determine, in its sole discretion, if an actual or potential conflict of interest exists and, if it exists, whether it is significant and cannot be avoided or resolved. The Department will be the final arbiter as to whether a conflict will preclude the Contractor from performing the proposed work.

The Conflict-of-Interest disclosure requirement also includes disclosing to the Department any and all enforcement and/or criminal actions being taken by the Commonwealth of Massachusetts and its Departments and Offices against the Contractor or its Subcontractors, as well as any and all such Federal actions against the Contractor or its Subcontractors.

11.2 *Conflict of Interest Screening*: The Department shall provide a Conflict of Interest Screening Form (COI Form) to be used on a project-specific basis where the Contractor must disclose in writing any professional or personal relationships or situations which may be perceived to be a conflict of interest which develop or occur during the period of performance under this Contract and, upon the request of the Department, supply a list of clients and/or relationships.

If any relationships arise during the performance of the work that were not cited in the initial COI Screening form, the Contractor must disclose these relationships or situations immediately to the Department’s Contract Administrator. If the Department determines, upon the disclosure, that a conflict has occurred during the period of performance, the Contractor must consult with the Department to learn what action must be taken to resolve the conflict and must comply with all applicable laws and policies.

11.3 *The Department’s Rights Regarding Potential or Actual Conflict of Interests*: In the event that a Contractor’s business or personal relationship with other entities or individuals creates or has the potential to create a conflict of interest, the Department reserves the right:

1. To require the Contractor to take any action necessary to remove the conflict; or

2. If the conflict cannot be removed, to terminate the Contractor’s involvement with the particular project, or terminate the Contract.

11.4 *Conflict of Interest Requirements for Design and Remediation Projects*: A SARSS VII Contractor that provides the selection of a remediation method and/or design shall be restricted from self-performing the work they designed where the cost for the remediation work exceeds $50,000. The design contractor may oversee the work and perform a competitive solicitation for subcontractors to perform the work that exceeds $50,000 using the solicitation and procurement procedures defined within in Article 8, clause 8.2.2 in this Attachment B *(Department Supplemental Terms and Conditions)* of which this clause is part.

11.5 *Restriction from working at a Site where Contractor has, or is, Working for the PRP/RP:* The Contractor and its Subcontractors shall be ineligible to compete for and/or perform work for the Department under the Contract at any site at which the Contractor has provided, or is currently providing, professional engineering or scientific services for a potentially responsible party/responsible party (PRP/RP), unless the Department determines, in writing, that the conflict or potential conflict posed by the performance of said work is:

1. Not so substantial as to likely affect the integrity of the Contractor's or Subcontractor's services; and
2. Not so substantial as to likely affect the confidentiality of any and all enforcement sensitive data which is in the possession of the Contractor or its Subcontractors.

11.6 *Sanctions***:** Contractors are advised that failure to comply with the provisions of this conflict of interest section, and/or failure to comply with any other conflict of interest requirements of this Contract, shall result in the Department's implementation of sanctions including, but not limited to, the following:

1. Immediate suspension of projects issued pursuant to this Contract;

2. Disqualification from future projects for a period of time to be determined by the Department;

3. Termination of the Contract in accordance with the provisions of the Contract; and/or

4. Disqualification (debarment) from future Department procurements.

11.7 *Limitations on Future Contracting*: Through execution of this Contract, the Contractor agrees that the Contractor and its subcontractor(s) will forego participation in actions which, in MassDEP’s sole opinion and based upon the specific factual circumstances that could create an actual or apparent conflict of interest or impairment of impartiality as to services provided to the Commonwealth. In particular, the Contractor and its subcontractor(s) shall be ineligible to compete for any other implementation (e.g., remediation services) Contracts funded by MassDEP at a site for which the Contractor or its subcontractor(s) have participated in the project’s engineering, design, or oversight, unless otherwise approved, in writing, by the Department. The limitation on future contracting applies during the Contract duration, and after the end of the Contract.

**Article 12: Community Relations, Public Contact and News Releases and Representations**

12.1 *Community Relations Requirements*:The nature of the work activities performed under this Contract requires both Department and the Contractor to establish and main good community relations with the public. The Contractor shall maintain positive and professional relations with the public when encountering the public for work under this contract. When directed by Department, the Contractor shall develop and submit to Department for review and approval any community relations plan the Department requires in connection with the Contractor’s work activities under this Contract.

12.2 *No News Releases or Media Statements Without Prior Department Approval*:No Contractor or subcontractor performing work activities under this Contract shall issue news releases and/or representations to the media regarding this Contract and/or the services, studies, data, or project assignments pertaining to this Contract without the prior written approval of the Department.

12.3 *No Unauthorized Representations of Marketing Activities*:Any representations by Contractors and/or subcontractors about the Contract to third parties, whether for marketing, public relations or community information purposes, must be approved in writing in advance by Department. This requirement applies to all public representations that Contractors and/or subcontractors seek to make to third parties, other than the factual statement that the firm has been selected as a SARSS VII Contractor/subcontractor. This clause does it preclude the Contractor from requesting that the Department provide them with references for their work from the appropriate individuals knowledgeable about their work.

12.4 *No Statements Indicating Any Preferential Relationship With Department*:Contractors and subcontractors are not authorized to assert verbally or in writing that the Contractor and/or subcontractors have a preferential status or relationship with Department, either directly or by implication, as a result of their selection as a SARSS VII Contractor or subcontractor. Violation of this provision may result in suspension or termination from the Contract. This clause does not preclude the Contractor from stating that they have a contract with the Department to provide environmental services.

**ATTACHMENT C**

**MassDEP SARSS VII**

**GENERAL COMPENSATION (PAYMENT) TERMS AND CONDITIONS**

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**ATTACHMENT C**

**MassDEP SARSS VII**

**GENERAL COMPENSATION (PAYMENT) TERMS AND CONDITIONS**

**ARTICLE 1 GENERALTERMS AND CONDITIONS FOR PAYMENT**

**Introduction to Article 1:** This Article provides MassDEP’s standard (or general) requirements for SARSS Contractors to be paid for services under the SARSS VII Contract. Any departures or adjustments from the general requirements under this Article will only be authorized based upon the Contractor’s written request (with a detailed statement of reasons) on a project or task specific basis to the SARSS Contract Administrator, and will only be authorized upon MassDEP’s review and written approval of the Contractor’s request. (See also, Article 1.3 below).

If seeking an adjustment/departure from the general requirements of this Article, the Contractor must include the following information to MassDEP for its review and written approval in accordance with the following process:

1) The Contractor must include the proposed adjusted rate or other measurement and payment request in the Work and Cost Plan or a Change Order that amends the original Work and Cost Plan. Note that the initial Work and Cost Plan under the SARSS contract is also labelled “Change Order 0” or “CO #0” in the approval documents, and

2) The Contractor must identify this departure/adjustment clearly in the Work and Cost Plan or Change Order and adequately describe the need/reasons for a departure, and

3) The Work and Cost Plan or Change Order (with the departure/adjustment request) must be approved in writing by MassDEP, including the approval of the MassDEP Contract Administrator and MassDEP Senior Management, prior to the Contractor’s initiation of the work and cost plan or change order activities.

1.1 *Changes to Text or Labor Rate Schedules are Prohibited*: In general, and with respect to any and all payments made to Contractors under this Contract, Contractors shall not change, alter, modify, adjust any provisions, text, and/or tables in this RFR unless authorized in writing by the Department’s Contract Administrator. Any changes, alterations, modifications, adjustments to provisions, text or tables in this RFR that are not approved in writing in advance by the Department’s Contract Administrator shall not be applicable to this Contract, and the original unaltered provisions, text and tables shall remain fully applicable for purposes of payment.

1.2 *Payment and Non-Payment for Services*: Contractors will be paid for the use of labor, equipment, materials and supplies as specified in this Attachment C and/or by the Contract. Any Contractor submission of vouchers(s) (invoices or bills) for payment that violate the provisions, in whole or in part, of this Attachment C and/or this Contract may be disallowed by the Department.

1.3 *Changes to the Contract Rate Schedule and/or Payments:*Any proposed changes to the Contract rate schedule and/or any other provisions to this Contract regarding payments for labor, equipment and materials and supplies require prior written approval by the SARSS Contract Administrator. The Contractor must submit any requested change(s) to the Contract rate schedule and/or payment provisions in writing to the Contract Administrator prior to utilizing or billing MassDEP for any proposed rate and/or payment changes with respect to any project work activities. Changes proposed by the Contractor pursuant to this section are not effective until the Contractor receives written approval of the change(s) from the Contract Administrator, and any invoices submitted prior to receipt of approval by the Contract Administrator shall be disallowed by MassDEP.

1.4 *Bidders’ Quoted Labor Rates are Inclusive of All Overhead, and All Indirect Costs and Profit*: The labor rates quoted by Contractors (as Bidders in the RFR Response), as negotiated and accepted by MassDEP, must be inclusive of all direct costs (wages) and indirect costs (including but not limited to fringe benefits, administrative costs, other overhead and profit), directly or indirectly related to the performance of the services under this Contract.

After award of a Contract, these quoted prices shall be utilized in all Projects and Work Orders, unless otherwise negotiated with and approved by the SARSS VII Contract Administrator.

**ARTICLE 2 LABOR COMPENSATION TERMS AND CONDITIONS**

**Introduction to Article 2:** This Article provides MassDEP’s standard (or general) requirements that apply to the labor compensation payments for SARSS Contractors under the SARSS Contract. Any departures or adjustments from the general requirements under this Article will only be authorized based upon the Contractor’s written request (with a detailed statement of reasons) on a project or task specific basis to the SARSS Contract Administrator and will only be authorized upon MassDEP’s review and written approval of the Contractor’s request.

If seeking an adjustment/departure from the general requirements of this Article, the Contractor must include the following information to MassDEP for its review and written approval in accordance with the following process:

1) The Contractor must include the proposed adjusted rate or other measurement and payment request in the Work and Cost Plan or a Change Order that amends the original Work and Cost Plan. Note that the initial Work and Cost Plan under the SARSS contract is also labelled “Change Order 0” or “CO #0” in the approval documents, and

2) The Contractor must identify this departure/adjustment clearly in the Work and Cost Plan or Change Order and adequately describe the need/reasons for a departure, and

3) The Work and Cost Plan or Change Order (with the departure/adjustment request) must be approved in writing by MassDEP, including the approval of the MassDEP Contract Administrator and MassDEP Senior Management, prior to the Contractor’s initiation of the work and cost plan or change order activities.

2.1 *Labor Rate Price Quotations*: As part of the RFR Response, Bidders shall quote prices for hourly labor by completing the SARSS VII Labor Rate and PPE Rate Schedule form (BWSC Form H) provided as an Attachment under the COMMBUYS Tab to this RFR.

After Contract award, Contractors and subcontractors will be compensated for services rendered in accordance with the applicable labor Rates for each labor category as specified on the Labor/PPE Rate form, as negotiated and/or finalized by the parties.

2.2 *Compensation (payment) for Labor is by Work Function, Not by Individual’s P-level Experience*: Contractors shall be compensated for labor hours at the hourly rate commensurate with the nature of the work as defined by labor category described in this Attachment C, and not by the experience of the individual’s resume and experience, unless otherwise approved in advance in writing by the Department’s SARSS VII Contract Administrator. For example, if a staff member would be classified as a P-4 by education and experience according to the definitions for the labor categories provided in this Attachment C, but is performing work that is defined/applicable for a P-2, the hours that person spent performing P-2 work shall be compensated at the P-2 rate and not at the P-4 rate, unless otherwise approved in advance in writing by the Department’s SARSS VII Contract Administrator**.**

2.3 *Effective Time Duration for Contract Labor Rates*: The quoted labor rates that are negotiated, finalized by the parties, and incorporated into the contract award shall remain in effect for the first three (3) years of the SARSS VII contract term (from the effective date of Contract execution). Thereafter, SARSS Contractors may request to renegotiate labor rates at two (2) year intervals, through the end of the end of the SARSS Contract term.

Labor rate adjustments shall not exceed the cumulative “Yearly Percent of Increase for Specialty and Technical Professionals” issued by the Bureau of Labor Statistics for the years combined subsequent to prior approved labor rate adjustments. Other terms and conditions relative to labor rates are contained in the “Notes” section following the Labor/PPE rates form.

2.4 *Special Project-specific Labor Rates*: In circumstances where the Department requests the specialized services of an individual whose expertise and experience exceeds the qualifications of a P-5 professional level, the Department will consider negotiating a specialized labor rate for that individual with the Contractor on a project-specific basis.

2.5 *Department’s Reservations of Rights regarding Labor Rate Negotiations*: Notwithstanding the provisions of Article 2.3, the Department reserves the right to negotiate any or all rates with selected Bidders to the RFR prior to contract execution, and with Contractors at any time during the period of performance after award of the Contract.

2.6 *Premium Overtime Rate of Compensation*: The Department will pay Contractors at 1.25 times the fully loaded rate for labor categories where additional compensation is required for overtime work activities, and where the use of overtime and the charging of overtime rates have been pre-approved in writing as part of the Project Work and Cost Plan. The labor categories where premium overtime shall be for only the categories identified in SARSS VII Labor Rate/PPE Schedule provided in this RFR.

2.7 Labor hour rates (Overtime): Overtime labor rates will be allowed for individual employees under the following conditions:

1. The person is an employee of the Prime Contractor under this Contract; and
2. The employee is classified as “Non-exempt” by the federal Fair Labor Standards Act (FLSA). Employees classified as “Exempt” under the FLSA shall only be compensated at the Labor Rate provided in the Labor/PPE Rate Schedule regardless of the hours charged. It is the Contractor’s responsibility to determine which employees are classified as Exempt or Non-exempt in accordance with the FLSA and Massachusetts labor laws, and provide documentation supporting that determination to MassDEP upon request; and
3. Work hours exceed 40 total hours per seven (7) day period where the 40 hours were incurred on the Department project. If the Contractor has a different company overtime policy, the Department may accept that policy, but only when pre-approved in writing before the work is initiated; and
4. Daily hours exceed eight and a half (8 ½) hours; and
5. (If applicable), the Department’s directed work is performed on a Contractor’s holiday as listed in the Contractor’s Labor Rate/PPE Schedule.

The allowable overtime labor rate for Non-exempt employees shall be 1.25 times the “straight” labor rate quoted in the Contractor’s Labor/PPE Rate Schedule, or the straight-time labor rate approved in writing by the Department prior to commencement of the work.

2.8 *Compensation for holidays, sick days, personal days, vacation days*: Contractors shall not be compensated for holidays, sick days, personal days, vacation days, or any other days where work is not performed for the SARSS VII Contract unless otherwise approved in writing in advance by the SARSS VII Contract Administrator.

2.9 *Costs for Employee Training, Monitoring and Certifications*: The Department will not compensate the Contractor or their team members or subcontractors for direct costs for training, monitoring, certification and/or licensing programs unless otherwise approved in writing by the SARSS VII Contract Administrator.

2.10 *Labor Rates Shall Not Include Personal Protective Equipment and Supplies (PPE) for Compliance with OSHA HAZWOPER requirements*: Labor rates shall not include PPE costs. PPE costs shall be paid as specified below in this Attachment C. The Department shall not pay separately for routinely required personnel work clothing and protection for field activities, such as hard hats, steel-toed shoes, work gloves, and work clothing.

2.11 *Temporary personnel assigned to Department office(s)*: In circumstances where the Department requires temporary personnel for performance of Project work activities, the Department shall pay the Contractor at a labor rate that has been negotiated in advance by the Contractor and the Department’s SARSS VII Contract Administrator.

2.12 *Compensation for Scoping Meeting and Project Work and Cost Plan Preparation*: The Department shall compensate the Contractor for the lump sum amount cited in the inset table below. The lump sum amount is for attending a scoping meeting and for preparing the Project Work and Cost Plan, and one revision to the Work and Cost Plan. The lump sum will not be invoiced to the Department until the Department approves the Project Work and Cost Plan.

|  |  |
| --- | --- |
| Lump Sum Amount for Scoping Meeting and Work and Cost Plan Preparation  (includes 1 W&C Plan Revision) | $ 2,500 |

In appropriate circumstances, the lump sum amount may be unilaterally reduced by the Department’s SARSS VII Contract Administrator under the following conditions:

* The new project is the continuation of an existing project that is being re-issued for the Department’s financial management or other purposes.
* The new project is very similar to a project the Contractor is performing or has performed in the past that included a Work and Cost Plan that can be re-used as a template for the new project.
* The new project scope and scale is limited and does not require the level of detail normally required for a routine SARSS VII Project Work and Cost Plan as determined by the MassDEP SARSS VII Contractor Administrator; and/or
* Upon consideration and review of Project-specific circumstances, as determined by the SARSS VII Contract Administrator.

On occasion, the Department may require the preparation of a Project Work and Cost Plan that is more detailed and complex than the routine Work and Cost Plan. The Department’s SARSS VII Contract Administrator shall determine when such occasions merit negotiating a different method of compensation, such as the time and materials method, for the Contractor’s preparation of the Project Work and Cost Plan and may require supporting documentation from the Contractor regarding the time and labor associated with a more complex/detailed Work and Cost Plan. While the Contractor may recommend the use of an alternative method of compensation under these circumstances, the final decision regarding compensation shall reside with the Department’s SARSS VII Contract Administrator.

**NOTE: The lump sum amount does not apply to any required Contractor response to a Department-issued Work Order, which shall be paid in accordance with the terms of the Work Order**.

2.13 *Contractor Compensation for Invoice Preparation*: Contractor invoices submitted for payment by the Department must use the SARSS VII invoice template (to be provided after Contract award), and invoices must contain sufficient backup materials to support the charges billed in the invoice. Such materials include but are not limited to copies of all subcontractor and vendor bills, laboratory chain-of-custodies for analysis billed under a laboratory subcontract, all purchase receipts, and other backup information to justify the billed amounts contained in the invoice. While the Department does not normally require copies of time sheets for labor charges, it reserves the right to ask the Contractor for all labor time records on any Project.

The Department will permit the Contractor to charge 1.5 hours per month, or per invoice, for invoice preparation by the Contractor’s Project Management Administrator (PMA) labor category.

2.14 *Labor Charges for Travel*: The terms for compensation of labor are set forth in Article 3 Travel, Lodging and Per Diem.

2.15 *Labor Category Definitions*: The qualifications, education, and experience requirements for each of the labor categories are described in the following pages of this section.

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| *Professional Level 5 (P-5): Executive Managers, Principals, Senior Program Managers:* |

Typical SARSS VII duties: Administers and has signature authority for contracts; provides firm-wide scientific or engineering peer review; has final responsibility for sealing and/or certifying plans and specifications; issues LSP opinions; certifies report conclusions and recommendations; manages multi-disciplined, multiple project programs. Responsible for program quality assurance, adherence to contract terms, and resource allocation. Overall responsibility for all project planning, scheduling, budgeting and billing. Provides firm-wide scientific/engineering peer review; final responsibility for stamping plans and specifications.

Typical Titles: Executive Managers, Principals, Senior Program Managers, Senior LSPs, Senior P.E.s:

Normal Qualifications and Experience:

Ph.D. degree or equivalent, with 10 or more years experience

M.S. degree or equivalent, with 12 or more years experience

B.A./B.S. degree with 14 or more years experience

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Exempt employee

Typical Level of Effort in the SARSS VII Contract: Generally a low level of effort involvement for routine SARSS VII Contract projects. Not typically accepted by the Department as Project Managers unless the project is highly specialized or only requires very senior direction from the company. P-5 labor category also is used where a high-level technical expert, i.e., specialist, is needed for projects requiring highly specialized education and/or experience.

Technical Experience: Technical experience in waste site investigations, or waste cleanup activities, solid waste management, or other discipline directly related to the requirements of this contract. Minimum of 8 years’ experience in supervising multidisciplinary teams, and complex multi-task projects.

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| *Professional Level 4 (P-4): Senior Project Managers, Senior Scientists, and Engineers:* |

Typical SARSS VII duties: Project Manager that MANAGES COMPLEX SARSS PROJECTS; responsible for making scientific, budgetary, project management and supervisory decisions; Lead technical staff for components of complex projects; provides scientific or engineering specialties during conduct of project; performs project-specific peer review; includes project managers, LSPs, senior scientists, senior risk assessors, senior technical leaders, and senior analysts. Plans, conducts, and supervises complex multi-task projects. Develops scope of work and project budget; writes and reviews reports. Responsible for project management and supervisory decisions, such as execution of project assignments, subcontractor agreements, project quality assurance, adherence to contract terms, staff assignment and team composition, cost, schedule, and project deliverables. Also provides project–specific peer review.

Typical Titles: Project Manager, Project Team Leader, Lead Engineer, Lead Scientist, Lead Risk Assessor or Lead Modeler.

Normal Qualifications and Experience:

Ph.D. degree or equivalent, with 10 or more years experience

M.S. degree or equivalent, with 12 or more years experience

B.A./B.S. degree with 14 or more years experience

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Exempt employee

Typical Level of Effort in the SARSS Contract: Generally, a low to moderate level of effort involvement in routine SARSS contract projects, increased involvement for more complex projects. Not typically accepted by the Department as Project Managers for smaller and less technically complex projects. Generally, a low to moderate level of involvement as a Senior Project Manager or technical expert on projects with some complexity.

Technical Experience: Technical experience in waste site investigations, or cleanup activities, solid waste management, or other discipline directly related to the requirements of this contract. Minimum of 6 years’ experience in supervising multidisciplinary teams on complex multi-task projects and is subject to professional registration requirements.

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| --- |
| *Professional Level 3 (P-3): Project Managers, Scientists and Engineers:* |

Typical SARSS VII duties: Project or Task Manager that MANAGES MOST SARSS PROJECTS or discrete tasks within larger projects; responsible for making scientific, budgetary, project management and supervisory decisions; provide scientific or engineering specialties. Under general supervision of Level P-5 and/or Level P-4, plans, conducts and supervises project assignments or discrete tasks within larger projects. Estimates and schedules work to meet completion dates.

Develops scope of work and project or task-level budget; writes and reviews reports. Responsible for project management and execution of project assignments, subcontractor agreements, project quality assurance, adherence to contract terms, staff assignment and team composition, cost, schedule, and project deliverables.

Typical Titles – Project Leader, Project Engineer, Staff Professional, Design Engineer, Risk Assessor, Modeler.

Typical Level of Effort in the SARSS VII Contract: Generally, a moderate to high level of effort involvement as a Project Manager or technical contributor on routine SARSS projects. The Department considers the P-3 as the most often appropriate professional level for Project Managers on SARSS projects that are relatively routine and have a moderate to low requirement for the firm’s resources and subcontractors.

Normal Qualifications and Experience:

Ph.D. degree or equivalent, with 4 to 10 years’ experience

M.S. degree or equivalent, with 6 to 12 years’ experience

B.A./B.S. degree with 8 to 14 years’ experience

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Exempt employee

Technical Experience: Technical experience in waste site investigations, cleanup activities or other discipline directly related to the requirements of this contract. Minimum of 4 years’ experience managing environmental projects and personnel and may be subject to professional registration requirements.

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| *Professional Level 2 (P-2): Staff Scientists, Engineers, Staff Analysts* |

Typical SARSS VII duties: Implements projects under direction of senior staff; analyzing and interpreting data; identifying need for modifications to work plans based on available data; supervising other technical personnel during on-site assessment or remediation activities. Under the supervision of more senior personnel, carries out assignments associated with project. Applies training within professional discipline to assigned projects and translates technical guidance and training received into usable products and reports. Collects and evaluates data, conducts field work, and prepares, or provides input for, reports. Provides resident site engineering and construction inspection activities at the site of remediation actions.

Typical Title: Task Engineer, Scientists, Analyst, Resident Site Engineer

Normal Qualifications and Experience:

M.S. degree or equivalent with 2 to 6 years’ experience in discipline

B.A./B.S. degree or equivalent with 2 to 8 years’ experience in discipline

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Exempt employee

Typical Level of Effort in the SARSS VII Contract: Generally, a moderate to high level of effort involvement as a technical specialist, field operations leader, and other project positions requiring solid experience in the technical areas of the project. The Department considers the P-2 as the most often appropriate professional level for a lead in field operations and support and support in interpreting data analysis and evaluation, preparation of draft reports and other activities supporting the project manager.

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| --- |
| *Professional Level 1 (P-1): Junior Scientists, Engineers and Analysts* |

Typical SARSS VII duties: Supports staff, senior staff scientists and engineers, and project managers in data and information collection and field assessment and remediation activities; performs work under the close supervision of more senior staff. Entry Level for professional classifications; works under supervision of more senior personnel. Gathers and correlates basic data and performs routine tasks and other duties as assigned. Makes recommendations on work assignments and variables that affect field operations. Assists field operations as directed, including manual tasks such as equipment setup and maintenance.

Typical Title: Junior Associate (Biologist, Ecologist, Earth Scientist, Engineer etc.)

Normal Qualifications and Experience:

B.A./B.S. degree or equivalent with 0 to 2 years’ experience

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Exempt employee, may qualify as non-exempt

Typical Level of Effort in the SARSS VII Contract: Generally, a moderate to high level of effort involvement as a technical specialist, field sampler, and other positions considered entry level. The Department considers the P-1 as appropriate for field sampling efforts that are not highly specialized, and usually performed under the guidance of a P-2 or P-3 professional level. Also, appropriate to assist in data entry and reduction, as well as supporting analysis and evaluation under supervision, and for preparation of draft reports and other activities under supervision of a more senior staff member.

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| *Technician Level 2 (T-2): Senior Technicians, Senior CADD Operators, Equipment Manager* |

Typical SARSS VII duties: Performs non-routine and complex tasks in addition to routine assignments. Works at the direction of the team or project leader. Gathers and correlates basic data and performs routine analyses. May also perform experiments or tests that may require nonstandard procedures and complex instrumentation. May construct components, subassemblies, or prototype models. May troubleshoot malfunctioning equipment and make simple repairs as authorized by team or project leader.

Typical Title: Senior Technician, Senior CADD Operator, Equipment Manager, Senior Data Processor

Normal Qualifications and Experience: 2 to 6 years’ experience or equivalent

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Non-exempt employee

Typical Level of Effort in the SARSS VII Contract: Historically SARSS contractors have not used T-2’s at a significant level of effort, with a low level of effort as a technician. More commonly used for projects requiring some level of more senior mechanical equipment operation, surveying, or moderate to high level complexity for CADD, equipment management and repair on larger projects.

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| *Technical Level 1 (T-1): Junior Technicians, Field Technicians, Equipment Specialists* |

Typical SARSS VII duties: Performs simple, routine tasks under supervision. Performs routine maintenance and may install, set up or operate field equipment of moderate complexity. Provides a wide variety of support functions during field operations.

Typical Title: Junior Technician, Field Technician, CADD Operator, Equipment Specialist, Data Entry Processor

Normal Qualifications and Experience: 0 to 2 years’ experience

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Non-exempt employee

Typical Level of Effort in the SARSS Contract: Historically SARSS contractors have not used T-1’s at a significant level of effort on SARSS projects. More commonly used to assist professionals in the field, or with equipment operation. Also used for CADD, equipment management and repair on larger projects.

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| --- |
| *Project Management Assistant (PMA):* |

Typical SARSS VII duties: Provides lower cost/value added assistance to Project Manager and staff scientists; project budget and schedule tracking; project reporting; tracking and coordination of subcontractor costs and schedules; site access coordination; invoice and invoice supporting documentation preparation.

Typical Title: Administrative Aide II or III or IV, Project Support Assistant, Project Coordinator.

Normal Qualifications and Experience: Varies with the company and individual.

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Exempt or Non-exempt employee depending upon the company’s method of classification and use of the individual.

Typical Level of Effort in the SARSS VII Contract: Historically the PMA position is used on all projects to support the project management and administrative functions of the project. The level of effort is usually relatively low compared to the technical work and direct project management of the project but is used almost every month for meeting administrative and invoice preparation requirements.

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| --- |
| *Clerical (CL):* |

Typical SARSS VII duties: Provides clerical and administrative aid for preparing documents as needed for the project.

Typical Title: Clerical, Administrative Aide I or II, Secretary, Word Processor, Clerk.

Normal Qualifications and Experience: Varies with the company and individual.

Typical Labor Classification Under Federal Labor Standards Act (FLSA): Exempt or Non-exempt employee.

Typical Level of Effort in the SARSS VII Contract: Historically, the clerical position is used for all projects to varying degrees to support the administrative clerical needs of the project. The level of effort is usually relatively low compared to the technical work and direct project management, but a clerical position is used almost every month for meeting administrative, reporting and invoice preparation requirements.

2.16 *Labor Rate Schedule:*

**Labor Rate Schedule**:

| ***Bidder Name/Date:***  ***Signature:*** | | | |
| --- | --- | --- | --- |
| ***Labor Category*** | ***Typical Titles and/or Roles*** | ***Hourly Rate***  ***($)*** | ***Overtime Rate***  ***1.25 times Hourly Rate for Hours over 40 hours per 7-day week***  ***($)*** |
| ***P-5*** | *Senior Program Managers, Senior LSPs, Senior PE’s, and Principals* |  | *Not Applicable* |
| ***P-4*** | *Senior Project Manager, Senior Scientists and Engineers* |  | *Not Applicable* |
| ***P-3*** | *Project Manager, Scientists and Engineers* |  | *Not Applicable* |
| ***P-2*** | *Staff Scientists, Engineers, and Analysts* |  | *Not Applicable* |
| ***P-1*** | *Junior Scientists, Engineers and Analysts* |  | *Not Applicable* |
| ***PMA*** | *Program Management Assistant* |  |  |
| ***T-2*** | *Technician, Sr. CADD Operator* |  |  |
| ***T-1*** | *Technician, CADD Operator* |  |  |
| ***CL*** | *Clerical, Admin. Aide* |  |  |

Note: Do not use this table for the submittal with the Quote Package. Bidders must complete Form H, included as an Attachment to this solicitation and submit it as part of the Quote Package. Note that Form H to be submitted with the Quote Package also includes the PPE Rate Schedule that is discussed later in this Attachment C.

**ARTICLE 3 TRAVEL, LODGING, PER DIEM**

**Introduction to Article 3:** This Article provides MassDEP’s standard (or general) requirements that apply to travel, lodging and per diem costs for SARSS Contractors under the SARSS Contract. Any departures or adjustments from the general requirements under this Article will only be authorized based upon the Contractor’s written request (with a detailed statement of reasons) on a project or task specific basis to the SARSS Contract Administrator and will only be authorized upon MassDEP’s review and written approval of the Contractor’s request.

If seeking an adjustment/departure from the general requirements of this Article, the Contractor must include the following information to MassDEP for its review and written approval in accordance with the following process:

1) The Contractor must include the proposed adjusted rate or other measurement and payment request in the Work and Cost Plan or a Change Order that amends the original Work and Cost Plan. Note that the initial Work and Cost Plan under the SARSS contract is also labelled “Change Order 0” or “CO #0” in the approval documents, and

2) The Contractor must identify this departure/adjustment clearly in the Work and Cost Plan or Change Order and adequately describe the need/reasons for a departure, and

3) The Work and Cost Plan or Change Order (with the departure/adjustment request) must be approved in writing by MassDEP, including the approval of the MassDEP Contract Administrator and MassDEP Senior Management, prior to the Contractor’s initiation of the work and cost plan or change order activities.

**TRAVEL**

3.1 *Travel Mileage Distance Determination*: Travel distance shall be determined on a project/task specific basis and approved by the Department in the Work Plan and Cost Estimate Document. The point of origination for mileage determination shall be the Massachusetts based office location of the Contractor as stated in the RFR response or the person’s routine workstation, whichever is a shorter distance from the Project site.

The Department will require the Contractor and/or Subcontractor to use an electronic driving travel mileage application to determine mileage to be used to and from a site. Examples of electronic driving travel mileage applications include but are not limited to Google Maps, Garmin, Apple Maps, MapQuest, Rand McNally, and any other accurate mileage calculator application. Contractors shall document which mileage calculator was used in any cost estimate document submitted to the Department.

If the Contractor has more than one office location in Massachusetts or if the person’s routine work location is at an out of state office, all travel variances to the above must be approved in writing in advance of incurring travel costs by the Department’s SARSS VII Contract Administrator.

3.2*Mileage Rates*: Travel for non-rented vehicles shall be reimbursed at a rate up to the Standard Rate for Business Travel by cars defined by the federal Internal Revenue Services (IRS). Cars are defined as passenger vehicles, pickup trucks, cargo and panel vans. The Department reserves the right to negotiate lower rates, and Contractors can offer lower rates. On rare occasions where special travel vehicles are required, a different mileage rate can be requested from the SARSS VII Contract Administrator and if justified and approved by the SARSS VII Contractor Administrator prior to the contractor incurring the costs for travel, then an adjusted rate will be allowable on the project/task specific basis. Approval of this alternative mileage request is subject to the requirements in the Introduction to Article 3 above.

3.3. *Vehicle Rentals*: Vehicle rental shall be allowed only if approved in writing and in advance by the Department's SARSS VII Contract Administrator prior to the Contractor’s rental(s) of the vehicle(s). The Department may consider the use of Rental vehicles in situations where the rental cost and anticipated fuel usage is estimated to provide a lower overall cost than application of the IRS Standard Rate for Business Travel and/or if specialized vehicles are only available as rentals to the contractor.

3.4. *Parking and Tolls*: Parking and tolls shall be disallowed without prior written approval of the Department's SARSS VII Contract Administrator.

3.5. *Minimization of Travel Costs*: The Contractor shall be responsible for planning, scheduling, coordinating, and managing activities under the Contract to ensure that costs associated with travel time are kept to a minimum.

Travel time and mileage costs for commutes between offices of the Contractor or any subcontractor shall not be charged and reimbursed unless prior approval has been obtained in writing from the Department's Contract Administrator.

3.6. *Labor Charges for Travel*:The travel time and/or labor charges of the Contractor’s and subcontractor’s personnel (if any), to travel to and from a project site shall not exceed the hour allowances set forth in the table below. Travel distances shall be determined and documented on a project/task specific basis and included in the Project Work and Cost Plan, Change Order, or Work Order. The Department will utilize the mileage calculation as determined elsewhere in this Article.

3.7 *Terms for reimbursement of labor for Travel*: The Department will pay mileage reimbursement and labor charges for up to three (3) hours travel time in each direction for travel in excess of twenty-five (25) miles in accordance with the following schedule:

|  |  |
| --- | --- |
| **Labor Hour Maximums Allowed for Road Travel** | |
| **Miles traveled one-way** | **Labor hours allowed per person for one-way travel** |
| 0 - 25 | No labors hours allowed |
| 26 - 50 | ½ hour |
| 51 - 100 | 1 hour |
| 101 - 150 | 2 hours |
| >150 | 3 hours |

This labor hour allowance for travel mileage schedule applies to:

(1) travel to and from the Contractor’s or Subcontractor’s office or the site of the worker’s normal work location, whichever has the least mileage to the project location;

(2) travel for attendance at program coordination meetings, special briefings, evening meetings, from the Contractor’s or Subcontractor’s office or the site of the worker’s normal work location, whichever has the least mileage to the project location;

(3) travel out-of-state of locally based personnel at the Department’s request and approved in writing in advance by the Department’s SARSS VII Contract Administrator; and/or

(4) any other extraordinary travel requirements which may arise in the performance of tasks under this Contract and that have been approved in advance by the Department’s Contract Administrator (e.g., occasional and extraordinary QA/QC Field and Laboratory checks, or unscheduled and/or emergency approved travel into the field by Contractor’s senior personnel).

NOTE: These special travel provisions do not apply to travel related to pickup and delivery of laboratory/analytical samples. Labor charges for travel related to the pickup and delivery of laboratory/analytical samples will be reimbursed for actual time traveled.

**LODGING**

3.8. *Lodging Reimbursement*:Lodging reimbursement requires prior written approval of the Department's SARSS VII Contract Administrator, and the details, including costs for lodging, must be included in the Project Work and Cost Plan or Change Order or Work Order. Lodging will be reimbursed for the direct room rate charges and taxes only, and reimbursement shall require receipts that provide a record of the charges for the direct room rate charges and taxes associated with the direct room charges. Additional charges on receipts such as phone, internet access, food, or other charges that are not direct room rate charges or taxes shall not be invoiced and are disallowed.

3.9 *Lodging Rates*:The Contractor shall obtain the most reasonable, lowest rates for lodging for the SARSS VII contract. Contractors shall investigate the local lodging rates and determine the most cost advantageous rates, including considering long-term discounted rates for weekly, monthly or other discounted rate conditions, particularly for tasks that occur over extended periods of time. The Department shall review the lodging rates submitted by the Contractor on a project specific basis prior to approving the Work and Cost Plan, Change Order, or Work Order, and reserves the right to ensure that the most reasonable rates are obtained for a location.

3.10 *Lodging vs. Travel To and From the Site*:When travel to and from a site requires significant time, when added to the time required to be working on-site, that could create unsafe conditions such as fatigue or other driving hazards for Contractor personnel, the Department will consider, upon request from the Contractor, allowing payment for lodging for personnel near to the site to avoid the unsafe and/or hazardous conditions. The Department’s Contract Administrator shall have the final approval to accept lodging charges in these circumstances.

In addition, if the compensation for travel time and expenses for Contractor personnel exceeds the amount for local lodging near the site, the Department will consider, at the request of the Contractor, allowing Contractor personnel to lodge locally to the site. The Department’s Contract Administrator shall have the final approval to accept lodging charges proposed by the Contractor under these circumstances.

**PER DIEM**

3.11 *Full Day Per Diem Eligibility***:** Contractor personnel will be eligible for a full Per Diem under the following conditions: when the Contract work is more than 50 miles from the Contractor's routine place of employment; the person is lodged overnight as documented by lodging receipts; and the person has worked a full 8-hour workday on a SARSS VII project, including travel time.

3.12 *Half Day Per Diem Eligibility*:Contractor personnel will be eligible for half-day Per Diem when the Contract work is more than 50 miles from the Contractor’s place of employment, the person is not lodged overnight for that day, and has worked a full 8 ½ hour day at on a SARSS VII project.

3.13 *Per Diem Rate*:Per diem for that SARSS VII Contract shall be a single, flat daily or half-day rate per person for meals and incidental individual out-of-pocket expenses that shall be paid when that person is eligible for a per diem charge. Per Diem does not include costs for lodging. The following table shows the allowable per diem for eligible employees**:**

|  |  |
| --- | --- |
| Full Day Per Diem rate = | $30 per day for eligible employees |
| Half Day Per Diem rate = | $15 per half day for eligible employees |

3.14 *Per Diem payment*:The Per diem rate will be paid only when approved in advance in writing by the Department's Contract Administrator. Per Diem shall only be paid when the Contractor employee is eligible for Per Diem.

**ARTICLE 4 EQUIPMENT, MATERIALS AND SUPPLIES**

**Introduction to Article 4:** This Article provides MassDEP’s standard (or general) requirements that apply to the purchases of equipment, materials and supplies for SARSS Contractors under the SARSS Contract. Any departures or adjustments from the general requirements under this Article will only be authorized based upon the Contractor’s written request (with a detailed statement of reasons) on a project or task specific basis to the SARSS Contract Administrator and will only be authorized upon MassDEP’s review and written approval of the Contractor’s request.

If seeking an adjustment/departure from the general requirements of this Article, the Contractor must include the following information to MassDEP for its review and written approval in accordance with the following process:

1) The Contractor must include the proposed adjusted rate or other measurement and payment request in the Work and Cost Plan or a Change Order that amends the original Work and Cost Plan. Note that the initial Work and Cost Plan under the SARSS contract is also labelled “Change Order 0” or “CO #0” in the approval documents, and

2) The Contractor must identify this departure/adjustment clearly in the Work and Cost Plan or Change Order and adequately describe the need/reasons for a departure, and

3) The Work and Cost Plan or Change Order (with the departure/adjustment request) must be approved in writing by MassDEP, including the approval of the MassDEP Contract Administrator and MassDEP Senior Management, prior to the Contractor’s initiation of the work and cost plan or change order activities.

4.1 *Definitions for Equipment, Materials and Supplies*: The Contractor shall segregate equipment from materials and supplies in the presentation of information in the planning documents and in the project Work and Cost Plans, according to the definitions provided in the RFR for Equipment, and Materials and Supplies.

4.2  *Identification of Equipment, Materials and Supplies for Projects*: The Contractor shall identify the appropriate equipment, materials, and supplies to accomplish the goals for individual projects and identify those items in the Project Work and Cost Plan or the Change Order or other planning document. The Contractor shall list the equipment and materials and supplies in the Project Work and Cost Plan, change order or other planning document with the information provided in the following **example** tables (which are not an exhaustive list of equipment, materials, and supplies). The Contractor is not required to use these tables but must present the essential information contained in these tables, and must include all categories of equipment, materials, and supplies that the Contractor anticipates using on a regular basis during the Contract term.

**Example Tables to be used in Project Work and Cost Plans, Change Orders or other planning documents**:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Equipment Estimate** | | | | | | | | | |
| Generic Descript. | Make, Type, Model | Source  (vendor name or company Owned) | Unit Rate/ Time of Use | # of Units | Time of Use | Cost  Equip. Only | Other Costs (Ship’g, cleaning, etc.) | Total Costs | Purpose |
| PID | MiniRAE 3000 | XYZ Rental | $70/day | 2 | 2 days | $280 | $30 | $310 | Health & Safety Monitoring. |
| GPS | T- GeoXH | Company owned | $100/day | 1 | 2 | $200 | $0 | $200 | Obtain coordinates for sampling points. |
| Generator | Honda 2500 | Company owned | $50/day | 1 | 2 | $100 | $0 | $100 | Power Grundfos pumps |
| Total Costs | | | | | | $580 | $30 | $610 |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Materials and Supplies Estimate** | | | | | | | | |
| Generic Descript. | Brand Name | Source  (vendor name or company Owned) | Unit Rate / Quantity | Number of Units | Estimated Cost | Other Costs  (Ship’g) | Total Costs | Purpose |
| Fuel | Gasoline | Gas station | $2.89/gal | 10 gals | $29.00 | $0 | $29 | Fuel for generator |
| 55-gallon steel drums | Generic steel- reconditioned | The Cary Co. | $65/drum | 2 drums | $130.00 | $ 50 both | $180 | Collect purge water for disposal. |
| Total Costs | | | | | $159 | $50 | $209 |  |

4.3 *Contractor Acquisition of Equipment, Materials and Supplies*: After the Department has approved the equipment, materials, and supplies in the planning document(s), the Contractor shall acquire the items at appropriate times to service the Project. If the Contractor identifies the need to acquire equipment, materials and supplies in advance of final approval of planning documents, the Contractor shall notify the Department’s Project Manager and SARSS VII Contract Administrator, who may approve an expedited acquisition for the item or items.

4.4 *Procedure for Equipment, Materials and Supplies Acquisition*: The Department’s approach to purchases and rentals of equipment and purchases of materials and supplies is as follows:

1. Best Value Acquisition: The Contractor shall use the “best value” approach for purchases of equipment, supplies and materials. The definition for “best value” can be found in the Definitions section of the RFR.

In the event that the Contractor selects equipment, materials and supplies with a cost that is greater than 10% of the lowest price they obtain through a bid process, the Contractor shall describe the best value reason for purchasing or renting the higher priced item to the Department. The SARSS VII Contract Administrator shall determine, based upon this justification, whether to approve the Contractor’s request for the item(s) at issue.

1. Purchasing/Renting Procedure: The following table summarizes the purchasing procedure and dollar thresholds to which the procedures apply:

| Acquisition of Equipment, Material & Supplies (Rentals(1) and Purchases) | | | |
| --- | --- | --- | --- |
| Cost | Requirement | Authorization needed | Documentation required with Invoice |
| Less than $450 | Cost reasonableness using common sense and judgment on purchases | No prior DEP approval needed if it does not exceed the Other Costs budget. Notify DEP PM and CA by email for the purchase to be made. | Receipt showing date of purchase, items description, and no Massachusetts sales tax. |
| >$450- <$2000 | Use best business practices, e.g., three phone quotes, catalogue comparisons, e-mailed quotes – documentation of vendors in email to DEP PM and the CA. | Prior DEP approval required. If not in approved WCP or CO, email to DEP PM and CA list budget item to be accessed. | Receipt showing date of purchase, items description, and no Massachusetts sales tax. If prior approval was not obtained in the WCP or CO then evidence of prior approval. |
| >$2000- <$5000 | Best business practices as for $250-$1000, with minimum three prices and written order/specification for the acquisition and documentation of vendors’ quotes, prices, bids. | Prior DEP approval required. Email to DEP PM. If not in approved WCP or CO, email to DEP PM item to be purchased or rented and include budget pool from which cost will be drawn. | Receipt showing date of purchase, items description, and no Massachusetts sales tax. If prior approval was not obtained in the WCP or CO then evidence of prior approval. |
| >$5000 | Requires competitive bids or quotes and documentation, including:   * written specification or request; * documentation of Vendors’ responses such as quotes, bids, or written statement that declines to bid; * Requires a minimum of three (3) bids. One can be a no-bid response. | Prior written approval from DEP PM and DEP CA. Email to DEP PM. If not in approved WCP or CO, email to DEP PM item to be purchased or rented and include budget pool from which cost will be drawn. | Document procurement process, results, DEP PM and Contract Administrator approvals. If prior approval was not obtained in the WCP or CO then evidence of prior approval. |
| Notes:  (1) For rentals, the dollar amount ranges shall be for the amount estimated for the entire rental period.  (2) Abbreviations: CA = MassDEP Contract Administrator; CO = Change Order; DEP = Department of Environmental Protection; DEP PM = MassDEP Project Manager; WCP = Work and Cost Plan. | | | |

4.5  *Contractor Purchase of Equipment, Materials and Supplies for Use or Ownership by the Department*: The Department reserves the right to have the Contractor provide equipment, materials and supplies for the Department’s use in specific circumstances.

4.6 *Additional Equipment, Materials and Supplies requirements*: The following requirements also apply to the Contractor’s purchase, rental and/or use of equipment, materials and supplies for the SARSS VII Contract:

a) *Equipment Rates Inclusive of All Costs*: All equipment rates shall be documented in the applicable planning document, such as the Project Work and Cost Plan, and shall include all auxiliary attachments and operating fluids necessary for operation (e.g., fittings, hoses, fuel, compressed and calibration gases).

b) *Shipping*: Equipment shipping for vendor supplied equipment, materials and supplies can be added to the costs as a separately identified cost that is supported in the bill/invoices as a separate line item.

c) *No Payment for Inoperable Equipment*: MassDEP will not compensate the Contractor for equipment expenses under the following circumstances:

1. MassDEP shall not pay the Contractor for equipment that is not in good working order, or during operation becomes inoperable, substantially inoperable, or is unsuited for performing the task for which it was brought to the site. MassDEP will make the final determination regarding equipment inoperability or failure to perform.
2. If the equipment becomes inoperable during the course of the project, MassDEP shall not pay the Contractor for the time period when the equipment is inoperable.
3. The time and costs associated with the repair and/or replacement of inoperable equipment shall be the sole responsibility of the Contractor. Contractor repairs to the Department owned equipment will be eligible for compensation with prior written approval of the SARSS VII Contract Administrator.
4. No payment for Idle Equipment Unless on a Prior Approved Standby: The Contractor shall not charge the Department for equipment except when said equipment is in actual operation or on "standby". "Standby" shall mean that equipment is not being used but is required by the Department to be on-site or held off-site

d) *Security of Equipment is Contractor’s Responsibility*:The Contractor shall be solely responsible for maintaining the security of equipment at no cost to the Department.

e) *Maximum Rental Cost Not to Exceed the Purchase Price*:The maximum rental cost for any article of equipment used on a single project shall not exceed the cost of the equipment unless otherwise approved in writing by the Department’s Contract Administrator. In certain instances where the rental cost[s] equals the actual cost of the equipment, and the Department pays those costs, the Department reserves the right to assume ownership of the equipment upon completion of the Project.

f) *Contractor’s Responsibility to Obtain Discounts*:The Contractor shall attempt to obtain, in good faith, a discounted rate for the equipment items from the suppliers. When an item of equipment is projected to be used on consecutive days, weeks or months at a particular location, the Contractor shall charge the least expensive rate including discounts for multiple day, week or monthly use. If a Contractor charges higher rates than available for multi-day, week or month usage without prior Department Contract Administrator approval, then the Department may not compensate the Contractor at the non-discounted rate.

g) *Contractor-Owned Equipment*: In the event the Contractor uses equipment that is owned by the Contractor, the rates charged to the Department by the Contractor shall not exceed those available from equipment vendors for comparable and like equipment. In addition, the rates for Contractor-owned equipment shall include all costs and shall be included as cited in clause 4.6 a) of this listing, and any shipping or transport costs shall also be included in the rates and not charged separately.

h) *Equipment Decontamination and Cleaning*:The Contractor shall be responsible for cleaning all equipment after use to ensure that no discharges occur and all contaminated materials are properly removed and will be properly disposed.

4.7 *Excess Materials and Supplies*: Contractors shall not bill the Department for excess materials and supplies that may have been purchased for the Project but were not used. In cases where items were purchased in bulk, the Department will pay for individual boxes or other containers of items that have been opened but will not pay for excess items still in the original container or should have been left in the original container.

4.8 *Materials and Supplies Not Directly Compensated by the Department*: The Department will not directly pay (i.e., pay for actual charges) the Contractor incurs for purchases of the following items listed, but not limited to:

* *Normal work cloths*, rain gear, warm and cold weather gear, protective glasses, boots, hard hats, face splash guards, sunglasses, or other work clothing that may be required. Special clothing required for health and safety under work at Level C and B are to be covered by the surcharge to labor rates for these safety levels.
* *Beverages* except those permitted under the Incidental Field Purchase (IFP), as defined below in this Article for hydration. If the personnel are eligible for per diem, these items are covered under the per diem allowance.
* *Personnel protection* items not included in the Level C and B surcharges to the labor rates such as sunscreen and lotions, insect repellent, lip balms, skin moisturizers, first aid kits and associated items.
* *Vehicle supplies* that are typically required for vehicle operation and maintenance.

Note that a number of these materials and supplies may be allowable as indirect charges covered by the Incidental Field Purchase (IFP) allowance as defined below.

4.9 *Incidental Field Purchases (IFP) Allowance, generally*: The Department will provide a daily allowance for the Contractor’s incidental field purchases to support work at sites on the Project. The IFP is a lump sum allowance per day, not per person, that the Contractor is conducting work at the site to cover the costs for small purchases of supplies, daily use of incidental consumables, tools and support items to reimburse the Contractor for such items. The Contractor is not required to submit detailed documentation with the invoices such as receipts, descriptions, and justifications for purchases made under the IFP allowance.

The following table provides the amount that the Department has determined, based upon past experience with SARSS contracts, is appropriate as the daily IFP allowance:

|  |  |
| --- | --- |
| **Incidental Field Purchase Allowance Per Day** | **$75.00** |

*Incidental Field Purchase Items Covered by the IFP Allowance*: The IFP Allowance is intended to cover the Contractor’s costs for purchasing or using incidental tools and supplies required to support the field work.

Categories of Costs Covered by the IFP Allowance include, but are not limited to:

* *Small tools* acquired for the job such as shovels, trowels, hammers, hack saws, picks, scissors
* *Personal safety supplies such as drinking fluids* to prevent dehydration of personnel, sunscreen and lotions, insect repellent, lip balms, skin moisturizers, sunglasses
* *Small goods* such as paper towels, Ziploc bags, plastic tarps, mixing bowls and associated utensils, funnels, cleaning materials, mops, brooms, brushes, markers, tags and labels
* *Supplies* such as tape, duct tape, glue, rope, string, buckets, pails, cans, wooden or plastic stakes, trash bags, hose menders
* *Fuel and lubricants* for equipment such as gasoline, propane, acetylene, lubricants, white gas, kerosene, lubricating oils
* *Absorbents* in small quantities such as “kitty litter” and other adsorbents.
* *Gloves* such as common latex gloves, work gloves and aprons, plastic gloves.
* *Electrical accessories and supplies such as extension* cords, power bars, fuses, batteries
* *Vehicle cleaning* for mud and dirt accumulated at SARSS contract site work as long as the mud and dirt is not hazardous, or potentially hazardous. This includes cleaning at car and truck washes.
* *Any purchases that the Department considers incidental, at its own discretion.*

For Projects where the Contractor estimates that the IFP will exceed the IFP Allowance, the Contractor shall identify when the IFP allowance may not cover the incidental expenses and request an increase through inclusion in the Project Work and Cost Plan, Change Order, or as a situation arises during work. In those cases, on a Project-specific basis, the Contractor shall request, in writing, an adjustment to the IFP from the Department’s SARSS VII Contract Administrator, including a detailed description supporting the increase and why the standard IFP allowance will not cover the cost.

**ARTICLE 5 PERSONAL PROTECTIVE EQUIPMENT (PPE) (**FOR OSHA 1910.120 COMPLIANCE)

5.1 *Personal Protective Equipment (PPE) Daily Rates*: Required use of PPE for field activities shall be reimbursed at the daily billing rates per person provided in the PPE Rate Schedule. The PPE rate shall include a fixed daily rate for an individual performing work at personal protection levels compliant with the requirements for B and C for compliance with the federal CFR 29 OSHA 1910.120 (HAZWOPER). The rate for work at Level A will be negotiated on a Project-specific basis; therefore, no billing rate is to be provided in the PPE Rate Schedule. The Daily Rate for Levels B and C shall include the type, amount, quantity, and quality of PPE needed for one day's work by one person for field activities at the HAZWOPER level under which they actually worked.

5.2 *Personal Protection for Special Hazards*: Potential worker exposure to special hazards such as unexploded ordnance, munitions and explosives of concern, radioactive wastes, and biological threats shall not be included in the quoted rates. The rates for these types of specialized protection shall be negotiated on a Project-specific basis.

5.3 *PPE Rate Schedules*

The PPE Rate Schedule for submittal with the Quote Package is located at the bottom of the Department Form H, Proposed Labor Rate Schedule and PPE Rate Schedule attached to this RFR. The PPE Rate Schedule portion at the bottom of the form is shown below.

| **PPE Rate Schedule** | |
| --- | --- |
| OSHA 1910.120 (HAZWOPER) Compliant  Personal Protective Equipment Level | Daily Rate Per Person Working at that Level ($) |
| Level A | Negotiated on a project specific basis. |
| Level B |  |
| Level C |  |

# Note: Do not use this table for the submittal with the Quote Package. Bidders must use the Form H version attached to the RFR for the Quote Package submittal.

**ARTICLE 6 SUBCONTRACTORS**

**Subcontractor Payment**

Detailed terms and conditions, procedures and requirements for acquiring subcontractors are set forth in Attachment B, Article 8. The following terms and conditions apply to the payment of subcontractors once the subcontractor has been acquired by the Contractor and is making a payment claim, through bills or invoices to the Contractor.

6.1 *Contractor Responsibility for Subcontractor Costs Claimed*: The Contractor shall be responsible for ensuring that subcontractor claims for payment are: 1) accurate, 2) within the approved budget, 3) and include only the subcontractor services which were satisfactorily delivered to the Contractor. Failure of the Contractor to ensure that subcontractor invoices and bills are accurate, within budget for the work, and for services were satisfactorily delivered shall result in the Department withholding payment for the Contractor’s claim until the deficiencies in the payment submittal are resolved.

6.2. *Subcontractors*: The Department will not directly compensate the Contractor’s Subcontractors but shall compensate the Contractor for the Subcontractor’s claim if the conditions in this Article are met, and the subcontractor’s billing to the Contractor has the appropriate supporting documentation.

6.3. *Contractor Prompt-payment to Subcontractors*: The Contractor shall promptly make payment to all Subcontractors no later than fifteen (15) days after the Contractor’s receipt of payment from the Department for work performed by Subcontractors. The Department reserves the right to investigate and initiate corrective measures if the Department determines that the Contractor has failed to pay its Subcontractors and such failure threatens the performance of the Contract.

6.4 *Payment for Subcontractor Claims Contingent on Appropriate Supporting Documentation***:** The Department shall reimburse the Contractor for subcontractor invoices and bills if the conditions set forth in this Article are met and if copies of appropriate supporting documentation from the subcontractor to the Contractor are provided with the Contractor’s invoice to the Department. Appropriate documentation that must accompany the Contractor’s invoice may include, but is not limited to the following:

* Copy of the bill or invoice from the Subcontractor showing the Subcontractor’s:
  + Name and address of the Subcontractor (including email).
  + Name and address of the Contractor receiving the bill or invoice.
  + Location of the site where the subcontractor’s work was performed.
  + Amount billed or invoiced to the Contractor.
  + Dates (month/day/year) that the billing period started and ended.
  + Quantities, volumes, labor hours, or other appropriate detail that adequately supports the amount invoiced or billed and compensated.
* Copies of bills or invoices for laboratory analyses must include a copy of the Chain(s)-of-Custody for the sampling and analyses being billed.

**ARTICLE 7 HANDLING FEES (MARKUP RATE)**

Contractors shall be allowed to charge a handling fee, often referred to as a markup rate on non-labor costs such as vendor, subcontractor, equipment and supplies costs, not to exceed **5%** on direct cost to the Contractor (i.e., expenses billed directly to the Contractor) that are supported by receipts, bills and/or invoices as follows:

* *Rentals and purchases of equipment, materials and supplies not previously owned by the Contractor*. However, no handling fee is allowed for Contractor owned equipment, materials and supplies used for the project, and the handling fee is not applicable to the IFP.
* *Travel and Lodging expenses including mileage, vehicle rental, and lodging*. However, no handling fee is allowed for Per Diem, nor for company owned vehicles where the Contractor is charging a daily, weekly, monthly or mileage rate to the Department.
* *Costs for Services not typically secured under a subcontract with the* *Contractor* such as site-specific utility bills, permitting and other fees for site work by the Contractor, and other costs and expenses not secured through a subcontract but through a purchase order or other similar agreement.

The Contractor may request special consideration of changes to the handling fee on a Project-specific basis, which shall require prior written approval of the Department’s SARSS VII Contract Administrator before the adjusted handling fee is billed to the Department. The Department reserves the right to negotiate any aspect of the handling fee during the Contractor selection process and during the period of performance of the Contract.

**ARTICLE 8 CONTRACTOR CLAIMS FOR PAYMENT (INVOICES)**

The Contractor’s claims for payment are made through the preparation and submission of invoices to the Department for payment. The following provisions are the terms, conditions and requirements for the Contractor’s preparation and submission of invoices for payment of SARSS VII work activities:

8.1 *Payment shall be only for services conducted under the SARSS VII Contract*: The Department shall compensate the Contractor only for services conducted by the Contractor in accordance with the SARSS VII Contract, including compliance with all the terms, conditions and requirements of the Contract.

8.2. *Claims for Payment submitted in Invoices shall be accurate, within approved budgets, and cover only services satisfactorily delivered during the invoice period*:The Contractor shall be responsible for ensuring that the claims submitted to the Department in invoices are: 1) accurate, 2) within the Department approved budgets, 3) and include payment claims for only those services that were satisfactorily delivered to the Department. Failure of the Contractor to submit invoices that are accurate, within budget for the work, and for services rendered during the relevant time period shall result in the Department withholding payment for the Contractor’s claim until the deficiencies in the payment submittal are resolved to the satisfaction of the Department.

Through submission of invoices to the Department (whether via e-mail or surface mail), the Contractor is ensuring that the invoice is accurate, within budget, and only covers those costs for services that were actually incurred for that project under the SARSS VII contract within the time period covered by the invoice. In the event that an invoice fails to meet these requirements, the Department reserves the right to disallow all or a portion of the invoice, and pursue, if applicable, any appropriate recourse permitted by law.

8.3 *Invoices submitted with errors, insufficient support, or other deficiencies shall be returned to the Contractor or Short-paid by the Department*:Contractor’s invoices that have been submitted with errors, incomplete supporting documentation, or other deficiencies will be return unpaid to the Contractor for correction and/or additional supporting information.

If the dollar amount of the error in the invoice is minor and the reason is obvious (e.g., using the wrong rate from the Contract, or inclusion of Massachusetts sales tax for a purchase where the tax is disallowed), the Department reserves the right to short-pay the invoice and provide the Contractor with the opportunity to explain or correct the amount through supporting documentation. If the Department determines that the short-paid amount held back should be paid, the Contractor may include that amount on a subsequent invoice.

8.4 *Contractor shall submit invoices on a monthly basis*:Contractors shall submit invoices on a monthly basis unless the invoice amount for the month is less than $500 and no previous month’s unbilled charges have accrued. Contractors may invoice for amounts less than $500 on a monthly basis if they so desire. Contractors who accumulate charges greater than $500 over more than a two-month period without submitting an invoice may not be paid within the Commonwealth’s required payment period after receiving the invoice.

Contractors may define the billing month based on their normal business billing month start and closing dates.

8.5 *Invoice submittal requirements for June, July and August of each year*: The Commonwealth’s fiscal year ends on June 30th of each year and invoices for work performed during that fiscal year shall be submitted in accordance with the following requirements to ensure the Department’s timely payment to the Contractor. These requirements are as follows:

1. Invoices for services performed before May 31 must be submitted by June 30th, with the understanding that there may be lagging charges for vendors and subcontractors that are not received in time for inclusion in the June invoice.
2. Invoices for services provided for the month of June, and any lagging charges from vendors and subcontractors before July 1, must be submitted to the Department by August 10 to ensure payment within the Commonwealth’s required timeline for payment after receipt on an invoice. Invoices for services performed before July 1 that are received after August 10, or are received and require corrections and adjustments, may not be paid within the Commonwealth’s prescribed payment period.

8.6 *Invoice Format*: The Department shall provide the Contractors with the invoice format to be used for invoices after award of a SARSS VII contract.

8.7 *Invoice submittal procedure*:Invoices shall be transmitted to the Department electronically in an Adobe PDF format to the following e-mail addresses:

1. *“Original” Invoice to the BWSC Accounts Payable E-mail Address*: The “original” shall be e-mailed to the BWSC accounts payable e-mail address which is as follows:

**ap.madepbwsc@mass.gov**

The date of receipt of the “original” invoice is the time and date the e-mail was received by the MassDEP system if it was received during a MassDEP workday, and it was received before 5:00 p.m. on the date of receipt. Invoices received after 5:00 p.m. shall be considered received at 8:45 a.m. the following MassDEP workday.

1. *Department’s Project Manager E-copy*:An e-copy of the invoice shall be emailed to the Project Manager at the same time the original is sent to the BWSC accounts payable e-mail address. The MassDEP Project Manager must review the invoice to confirm the labor hours and other costs and expenses charged were incurred during the period of the invoice, and that the work was satisfactory, including any deliverables received by MassDEP.
2. *Department’s SARSS VII Contract Administrator E-copy*: An e-copy of the invoice shall be emailed to the SARSS VII Contract Administrator at the same time the original is sent to the BWSC accounts payable e-mail address. The Department’s Contract Administrator is the Department’s authority for approving the invoice for payment after the invoice has been reviewed for technical accuracy by the Project Manager and for Contract compliance by a financial specialist.

**ATTTACHMENT D**

**MassDEP SARSS VII**

**INSTRUCTIONS FOR PREPARING AND SUBMITTING QUOTE PACKAGES**

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**ATTACHMENT D**

**MassDEP SARSS VII**

**INSTRUCTIONS FOR PREPARING AND SUBMITTING QUOTE PACKAGES**

**1.1 GENERAL INSTRUCTIONS FOR SUBMITTING THE QUOTE PACKAGE**

All Bidders who are responding to this solicitation for award of a SARSS contract are required to submit a Quote Package (i.e., Bid) in response to this RFR to demonstrate the Bidder’s qualifications and experience in managing and executing environmental projects within the scope of services required for the SARSS VII Contract as described in RFR Sections 1 and 3 and detailed in RFR Attachment A, *Detailed Scope of Services*. A Bidder’s Quote Package in response to this RFR must demonstrate the organization’s expertise and capabilities through submitting qualifications as well as Commonwealth contractual and other commitment documents should the bidder be selected for an award of a SARSS VII contract.

Each Bidder's qualifications submission must demonstrate knowledge and capability in regulatory compliance and permitting requirements in both federal and Massachusetts laws and regulations applicable to the technical service areas the Bidder has identified on Form B, *Services Selection Sheet* of their Quote Package. It should be noted that MassDEP understands that not all potential bidders have capabilities to perform all the services listed in Form B, *Services Selection Sheet.*  Bidders are instructed to select only those categories for which your firm is qualified and has experience in performing as a contractor. Selecting a subset of services and not selecting others will not significantly impact the evaluation of a firm for a potential contract since MassDEP creates a “pool” of SARSS contractors from this solicitation with the purpose of covering all the selected services with at least one, and preferably more, contractors within the final SARSS pool of selected contractors.

Bidders must also demonstrate that they have the capabilities to administer and manage the SARSS VII Contract projects, as well as demonstrating the capabilities of their selected subcontractors, if any, in a competent, efficient, and cost-effective manner. Bidders must demonstrate that they have ample staff with the appropriate experience, education, and capabilities in all technical areas within their selected scope of services.

Other than the Bidders’ mandatory identification of SDO-certified firms as SDP partners, which can include environmental firms to provide general consulting and/or site services, to meet the (at a minimum) 1% SDP commitment for this procurement to perform general environmental consultant and site services, the Bidders Quote Packages (Bids) shall not include Project-specific, specialized subcontractors such as Consultant and Site Services subcontractors in response to selected scope of services categories. The prime Contractor will acquire these types of services on a Project-specific basis under this SARSS contract in accordance with the requirements presented in **Attachment B**, *Department Supplemental Terms and Conditions, Article 8*.

Adherence to the format and instructions is important to ensure that the Bidder's qualifications are considered responsive and are properly evaluated by the Department. The Department may determine, in its sole discretion, that any bid response submittals which alter required forms, or deviate from the required format and instructions are non-responsive to this procurement, and the Department may reject the bid response submittal from further consideration, or otherwise lower the evaluation rating of the RFR response.

**1.2 DETAILED INSTRUCTIONS FOR SUBMITTING THE QUOTE PACKAGE**

All Quote Packages (Bids) MUST BE UPLOADED INTO COMMBUYS online to be considered for evaluation and award of a SARSS contract. Failure to do so will prohibit MassDEP from reviewing, evaluating and awarding a contract to a bidder.

How to submit responses to the COMMBUYS online website are explained in detail elsewhere in this RFR, specifically in **Appendix 4**, Instructions for Vendors Responding to Bids Electronically Through COMMBUYS. Bidders should use these instructions, including the links to other assistance sites should they need assistance that are provided in Appendix 4.

**One COMMBUYS entry that is very important and is discussed in Appendix 4 (*Steps for Bidders to Submit a Quote, item #14*) but is reiterated here is that the bidders MUST ENTER either a BID dollar amount, which we suggest of only $1, or check “No Charge” in the appropriate bid box in COMMBUYS. If the box is left blank, then the bid will be rejected as a “No Bid” and your submittal will not be uploaded onto COMMBUYS and will be unavailable for MassDEP to view or evaluate**.

**1.3 GENERAL INSTRUCTIONS FOR PREPARING THE QUOTE PACKAGE**

Bidders must prepare their Quote Packages as required by this section. The following subsections provide detailed descriptions of the structure, format, and content for the Quote Packages.

1.3.1Forms for Sections of the Quote Package:There are two major categories of forms that are required for various sections of the Quote Package, as follows:

1. Commonwealth forms: These forms are required by the state for documentation of contractual agreements, disclosures, and other information used by the state for ensuring selected Contractors comply with state requirements and with the Commonwealth’s contractual terms and conditions. Commonwealth required forms are provided as attachments on the COMMBUYS website for this solicitation. **The Commonwealth forms and the descriptions of how to complete the forms are provided in RFR Appendix 3 (*Instructions for Execution and Submission of Commonwealth Standard Forms*.)**
2. Department provided forms: These forms require the Bidder to provide information specific to the Department’s evaluation by MassDEP. These forms include a request for a Statement of Qualifications such as resumes, past performance projects (i.e., case histories), program organization and management approach, and technical capabilities, as well as a request for business information specific to this procurement. Department Forms are attached to the COMMBUYS website for this solicitation. Figures showing the Department forms are embedded in the detailed instructions below.

The Department forms are provided as Attachments to this RFR for the required sections in the Quote Package. Detailed explanations for completing the forms, as well as the other Quote Package sections are provided below. The forms are specific to the qualifications cited in this section and do not replace the other forms requested elsewhere in this RFR such as the Commonwealth’s Standard Forms (see Appendix 3), so Bidders must be sure to complete all forms required in this RFR. The Department forms required in this section of the RFR are in MS Word format using the "Table" feature. An electronic version is available to Bidders at the COMMBUYS website for this solicitation.

1.3.2 Quote Package Structure: Bidders shall complete and submit the Quote Packages using the organization and structure provided in the inset table below.

| **Submittal Section** | **Quote Package Sections (Required**) | Source for Forms(3) |
| --- | --- | --- |
| A | Cover Sheet | Department Form |
| B | Services Selection Sheet | Department Form |
| C | Management Approach | No form- Narrative |
| D | Technical Capabilities | No form- Narrative |
| E | Staff Qualifications | |
|  | E 1. Key Person Qualifications (Resumes) | Department Form |
|  | E 2. Other Staff Qualifications | Department Form |
| F | Project Descriptions (Case Histories) | |
|  | F 1.Key Personnel versus Project Descriptions Matrix | Department Form |
|  | F 2. Project Descriptions (Case Histories) | Department Form |
|  | F 3. Other Supporting Projects Table | Department Form |
| G | Past Performance Project References | |
|  | G 1.Past Performance Questionnaire | Department Form |
|  | G 2.Past Performance Questionnaire Instructions | Department Form |
|  | G 3.List of Clients Providing Evaluation | Department Form |
| H | Proposed Labor Rate Schedule and PPE Rate Schedule | Department Form |
| I | Commonwealth Forms and Certifications | |
|  | I 1. Standard Contract Form (SCF) | Commonwealth Form |
|  | I 1a. Commonwealth Terms and Conditions | Incorporated into SCF |
|  | I 2. Taxpayer ID No./ Certification (Mass. Substitute Form  W9)- if required | Commonwealth Form |
|  | I 3. Contractor Authorized Signatory Listing | Commonwealth Form |
|  | I 4. Supplier Diversity Plan Form (Spreadsheet) | Commonwealth Form |
|  | I 5. Current Environmentally Preferable Products/ Practices | Commonwealth Form |
|  | I 6. Prompt Payment Discount Form | Commonwealth Form |

Bidders are solely responsible for ensuring that all components required for the Quote Package are submitted to the Department on COMMBUYS.

Format Instructions: General format requirements for Bidders are as follows unless otherwise directed in the detailed instructions for each section:

* All Bidders must submit electronic versions of the Quote Package that are uploaded electronically onto COMMBUYS. Hard copies will not be accepted for this solicitation. Notwithstanding the overall electronic format, Bidders shall comply with the following format instructions:

* + Overall Document Format and Section Coversheets: The Quote Package shall have each lettered Quote package section reference that clearly identifies each Section from the others, see Quote Package Structure above. Each Section cover sheet shall be used at the beginning of each section showing the section title “Section\_\_” with the appropriate letter of the section, and the title of the section as it appears in the table shown in Section 1.3.2, Quote Package Structure, but contain no other information. The Section Cover sheets will not be counted in the page counts for Sections with page limitations.
  + Page Size:
    - Standard letter (8 ½ " X 11") page size only, no other size is to be used
    - Narrative elements of the submittal shall be in portrait format. Landscape formats are allowed for the organization chart or other graphics and tables.
* Department’s Forms:
  + - The Department’s standardized forms provided for the Bidder's Statement of Qualifications are in both portrait and landscape, 8 1/2 " X 11" and shall not be changed unless otherwise directed in the detailed instructions for each section.
    - The Commonwealth’s Standard Forms should be submitted in their original size as supplied by the Commonwealth, even if it is not 8 ½” X 11”.
    - The formats for the Commonwealth’s and the Departments standardized forms shall not be changed.
* Electronic execution of all required forms: the Bidders shall execute all portions of the Quote Package submittal as directed through the instructions in this RFR and on all forms (particularly with respect to the Commonwealth forms).

* + Font: The font for all typed narrative responses and entry into forms shall be Times New Roman, Arial, or Calibri with a font no smaller than size 10. Graphics and figures may use different font types and sizes but must be clear and legible.
  + Margins: Page margins for sections where the Department has not provided a form shall be no less than one inch on all sides. The Bidder's name and page numbers, and optional logo and date should be placed within the top or bottom one-inch margin area (e.g., as header or footer), but no other information can be shown within the margin. Margins and formats on the Department forms shall not be altered unless otherwise directed in the instructions for specific forms. The titles and labels for the entry spaces on the forms shall not be removed or altered.
  + Page Numbering: Page numbering can be consecutive through the entire document or may be numbered by section.
  + Graphics: Pictures, graphics, tables can be utilized where so stated in the detailed instructions for the specific sections.

Note that concise, clear Quote Package submittals that conform to the specified requirements in this RFR will be part of the Department's evaluation of the Bidder's ability to follow instructions and meet the Department's needs for implementation of the SARSS VII contract.

**1.4 DETAILED INSTRUCTIONS FOR PREPARING THE QUOTE PACKAGE**Bidders shall prepare their Quote Packages in the exact order, according to the following sections, and in compliance with the detailed instructions provided for each section, as follows:

**SECTION A. COVER SHEET (Department Required Form)**

Table

Description automatically generatedThe Bidder shall complete the Form A Cover Sheet as Section A of the Quote Package. The form is provided in MS as an Attachment to the RFR on the COMMBUYS website for this solicitation.

**Name and Address of Bidder**: Enter the name and the address of the firm that will be the SARSS contract office where the primary point of contact resides. The address should be the location for correspondence with the Department.

**Bidder’s Mass VC Code’s Name and Address**: Enter the name and the address that is filed for the bidder’s Commonwealth Vendor Code if different from the address above. If same as above, enter “Same”.

**Office Phone #, Fax #, Website:** Main phone for MassDEP to access the firm, fax number, and if the Bidder has a website, the URL for the website.

**Bidder’s Federal ID No.:** Enter the FID used for taxes for federal and state government.

**Bidder’s Mass Vendor Code**: This is the Bidder’s VC numbered required for all Commonwealth providers of goods, services and implementing Grants from the state. If unfamiliar with VC’s, check following website: [**https://www.macomptroller.org/vendors/**](https://www.macomptroller.org/vendors/) **.**

**Contact Person, Phone #, E-mail:** Enter the Bidder's point-of-contact, phone number and e-mail address for this RFR and procurement. This does not have to be the point of contact to be named for the SARSS Contract, just for this procurement.

**# of Bidder’s Employees, and # Employees in MA offices:** Enter the number of Bidder’s total employees (nationwide, but do not include any foreign offices), and enter the number of Bidder’s employees that work from Massachusetts based offices.

**Bidder’s Other Offices:** Enter maximum of four (4) other offices with their address and phone # in this row. Limit the additional offices to those that may directly contribute technical services for the SARSS VII Contract.

**Bidder’s Former Firm Names**: Enter the last three names that the firm was titled, addresses and year the firms name changed.

**Proposed Team Subcontractors (if any)**: Enter any proposed SDP partners providing environmental services, if applicable. (All SDP Partners must also be identified on the Commonwealth’s SDP form).

**SECTION B. SERVICES SELECTION SHEET (Department Required Form)**

**Table

Description automatically generated** Bidders shall select the categories of service on which they are bidding by marking the categories on the Form B *Services Selection Sheet*. Note that Bidders cannot select from the “Other Support Services” unless they have also selected either the MCP or Solid Waste service areas, or both. The form is provided as an Attachment to the RFR on the COMMBUYS website for this solicitation.

The Department’s Evaluation Team will use the services selected by Bidders on this sheet for evaluating the Bidders’ capabilities and for rating and ranking the Bidders. Note: selection of service area categories which the Bidder is not currently performing and/or is inadequately supported in the qualifications section could substantially lower a Bidder’s overall score and ranking, since the Quote Package will be scored and ranked as a whole for the selected categories, and not all the categories.

**SECTION C. PROPOSED MANAGEMENT APPROACH** This section is a narrative by the Bidder that has no Department form. This section provides the Bidder with the opportunity to describe its proposed management structure and methods that will be used to administer, manage and implement the SARSS VII contract projects.

**Section C must include a one-page organization chart** showing the Bidder's proposed organization, including the key personnel of the Contractor. (Note that resumes in Section E should include all key personnel shown on the organization chart). In the Proposed Management Approach narrative, Bidders should briefly explain how their firm (and any subcontractors, including those that may be acquired after award of a contract) will manage SARSS VII Contract projects over the Contract term. In addition, each Bidder must address how its firm will maintain responsiveness to the Department when/if there is an indeterminate time duration between SARSS VII projects, and tasks within projects.

The narrative for this section, which must be identified as “**Section C: Proposed Management Approach**” shall be structured as follows:

Length: A maximum of 5 pages, including a 1-page organization chart (i.e., One page Bidder SARSS VII Organization Chart, and a maximum of 4 other narrative pages). Chart Format: The Bidder's SARSS VII Organization Chart submittal shall be on an 8 1/2 X 11 page in either portrait or landscape format.

Font: The bidder may use from a number of Font types including Times New Roman, Arial, Calibri or other font commonly used by most commercial printers. Font size shall be no smaller than 10, and 11 or more is preferable except in graphics such as the Organization Chart and other graphics that the bidder may use for the submittal.

Bidders may use graphics, figures, and tables as part of their narrative response to the Section C requirements in addition to the required Organization Chart.

**SECTION D. CONTRACTOR TECHNICAL CAPABILITIES**

This section is a narrative by the Bidder that has no Department provided form. The narrative description provides the Bidder with the opportunity to describe the firm's and/or team's attributes and capabilities with respect to the technical service area(s) the Bidder has selected for this Contract. The intent of this section is to provide the Department’s Evaluators with a general overview of the firm’s and/or team’s capabilities to be responsive and to perform the work within the selected scope of service areas.

The narrative for this section, which must be identified as “**Section D: Technical Capabilities**” shall be structured as follows:

* The page limitation for the narrative is 8 pages.
* Bidders may include pictures, graphics and tables in the Section D narrative.
* The Bidder’s narrative shall address the following topics in this order:

D.1 Summary of Technical Capabilities: The Firm's and team's experience in the services selected, and any additional relevant capabilities the Bidder wishes to present. For example, this subsection can be used to highlight specialized additional services that were not covered or minimally addressed in other qualifications sections in response to this RFR.

D.2 Summary of Bidder's health and safety program pertinent to the work to be

performed for the SARSS contract.

D.3 Summary of Bidder's quality assurance and quality control program.

D.4 Summary of Bidder’s prior experience working with both Consultant and Site Services type Subcontractors as defined in Attachment B, Article 8.

There are no specific page requirements for each of the four topics that must be addressed, although there is an eight (8) page limitation on the entire section D response as provided above.

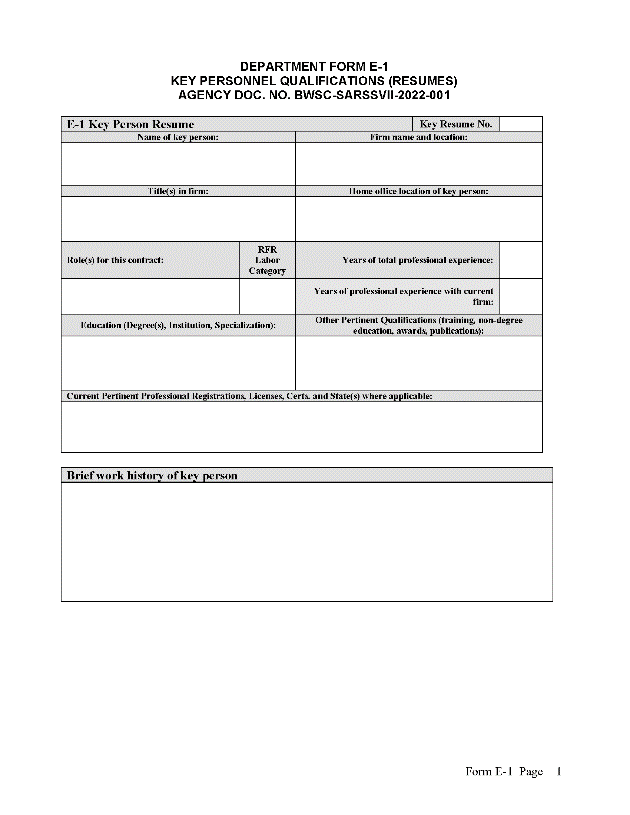
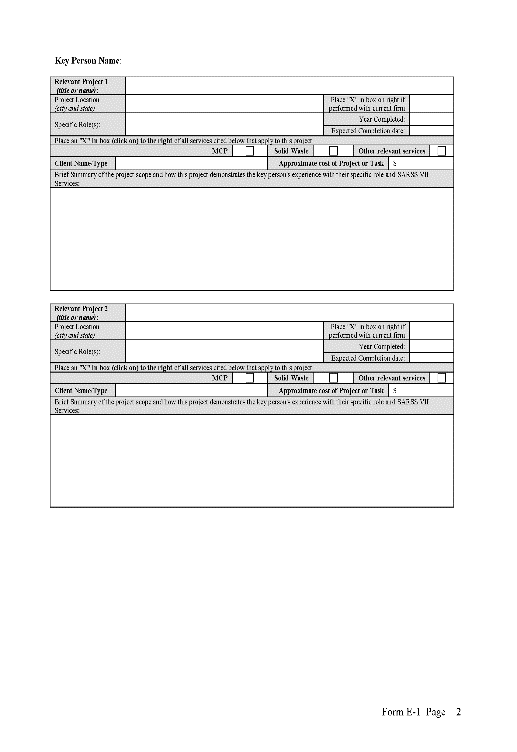
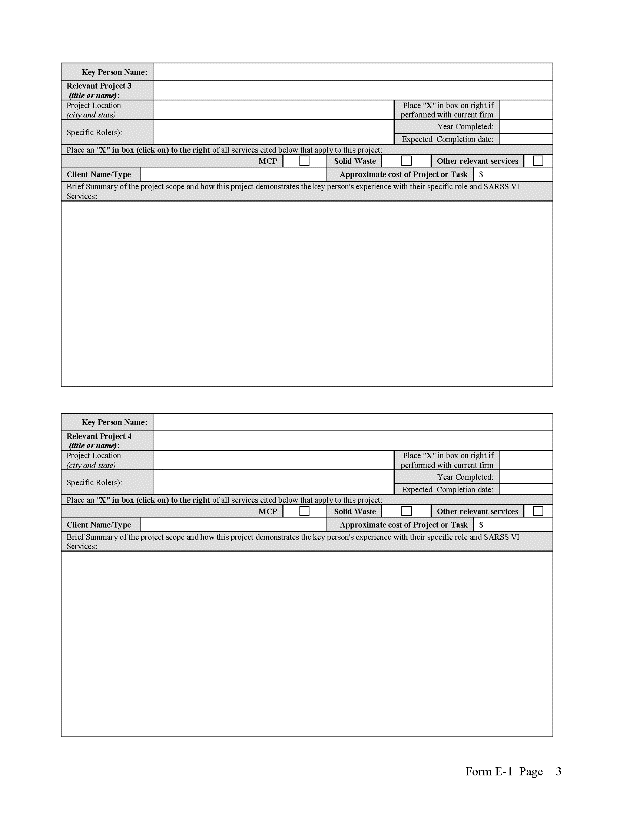
**SECTION E. STAFF QUALIFICATIONS (Resumes on Department Required Forms)**

There are two (2) Department forms for Section E; Form E-1 *Key Personnel Qualifications*, and Form E-2 *Other Staff Qualifications*, highlighting other staff to enhance the Bidder’s technical capabilities. These forms are provided as attachments to the RFR on the COMMBUYS website for this solicitation.

**Form E-1 KEY PERSONNEL QUALIFICATIONS (RESUMES)**

Form E-1 is the resume form for the Bidder’s key personnel and is a 3-page form for each individual resume, as shown below (right-page 1 which is the basic background resume information and, left- page 2 partly covered by page 1 which are relevant project experience tables).

The first resume should be the Bidder's SARSS VII point-of-contact for the Contract (i.e., Program Manager) who will be the main point-of-contact to the Department’s Contract Administrator during the Contract. If the Bidder is selecting to provide MCP services, then the resume of at least one LSP must be included as a Key Personnel. The LSP and Program Manager can be the same person, which must be indicated in the Resume. Key personnel should be those individuals shown on the Organization Chart in Section C, *Proposed Management Approach*.



There is no maximum number of resumes for this section. However, Bidders should consider brevity and quality, and not quantity, when preparing the responses. Responses that contain an overwhelming number of resumes, or numerous duplications of the same skills, result in lower evaluation scoring and ranking. Do not include pictures of the key personnel.

The detailed instructions for completing the form are as follows:

Name of key person: Enter the name of the

key person for this resume.

Key Resume No.: All key resumes shall be numbered in consecutive order in the cell in the upper right. This number will be used on Form F-1 that links Past Performance (Case History) projects to the Key Personnel listed in this section.

Title(s) in firm: Key person's corporate title. This title would appear on a business card, or general corporation organization chart.

Home office location of key person: The firm's office where the key person works or principally reports. If same as the firm's principal address, then enter "Same as firm's address".

Role(s) for this contract: Enter the role(s) that this key person will serve for this contract.

RFR Labor Category: Enter the RFR labor category for this key person as defined in Attachment C (*General Compensation (Payment) Terms and Conditions*) in Article 2 (*Definition of Labor Classifications*) at the start of the contract period of performance (i.e., Professional Level P-5, P-4, P-3, P-2, or P-1; and Technical Level T-2 or T-1).

Years of total professional experience: This is the key person's number of years, rounded to the nearest year, of professional experience performing environmental work. Resumes must not include experience that is totally unrelated to the fields of science, engineering or technician work for environmental services performed by this key person. For example, if a person has total post-college working experience of 15 years, but taught high school science for 5 years, and then spent 10 years performing environmentally related work, then the total years of professional experience would be 10 years for this resume.

Years of professional experience with current firm: Enter the years, rounded to the nearest year that the key person has been with the current firm. If less than one year as of the date of this submittal, enter "< 1" into the space.

Education (Degree(s), Institution, and Specialization): Enter all applicable and completed college degree(s), including all major(s) or field(s) of concentration and the institution(s) from which the degree was received. For example, a Bachelor of Science in geology would be entered as: BS Geology. A Bachelor of Arts in biology would be BA Biology. A Master of Science in chemistry would be MS Chemistry. Do not enter information unless a degree was awarded. For example, do not enter such information as, "BS Engineering (fall 2023)" or "MS Hydrogeology (completed hours, thesis pending)." Institution is the college where the degree was received.

Other Pertinent Qualifications (training, non-degree education, awards, publications): Enter brief indications of training (e.g., 1910.120 HAZWOPER 40 hour; 8-hour refresher); as well as certification workshops and seminars. Provide only information that is pertinent to the implementation of the SARSS VII scope of services areas.

Current Pertinent Professional Registrations, Licenses, and Certifications where applicable: Enter the key person’s current, pertinent registrations, licenses, certifications and the state(s) to which they apply. Use abbreviations where common and easily understood. Examples include but are not limited to: P.E. - Massachusetts, New Hampshire, New York; LSP - Massachusetts: P.G. - New Hampshire, Maine. For certifications and registrations that are not state-specific, but discipline specific and/or nationwide, include the name of the awarding entity. Examples include, but are not limited to, the following: CPG (American Institute of Certified Professional Geologists); PWS (Society of Professional Wetland Scientists); CHMM (Institute of Hazardous Materials Management), among others.

Brief work history of key person: Enter a brief summary of the key person's work history that is pertinent to the SARSS VII scope of services and the key person's role(s). Suggested format is as follows: Year(s) worked: employer of the key person during those years: key person’s roles: type of work. The following example illustrates this required element of the resume:

1992-1998: J. Doe Engineering, Inc: staff geologist: environmental site assessments and UST removal oversight, SVE system installation oversight.

1998-2003: ABC Consultants, Inc.: senior geologist and task manager: MCP Phase I and IIs, Superfund site remedial investigations, groundwater modeling.

2003-present: XYZ Environmental Consultants: Chief scientist, program manager, project manager: site assessments, remedial investigations, groundwater system optimization studies and implementation.

Relevant Projects: There are entry spaces for including a maximum of four (4) projects that demonstrate the key person's experience in performing their role(s) for the SARSS VII Contract and for SARSS VII scope of services. Note that Bidders may provide less than four relevant projects in this portion of the resume. Relevant projects should include the following information listed below:

Relevant Project (title or name): Enter the name of the project and include the type of service. Examples: "AB Site MCP Phase I and II Services"; "Ourtown Landfill Cover Design, Rehabilitation and Closure"; "Circle Naval Shipyard Groundwater Pump and Treat Optimization Study". NOTE: Form F-1 that links Key resumes to the Past Performance (Case Histories) to the key personnel listed in this form E-1 using the Key Resume number cited above.

Project Location (city and state): Enter as stated.

Place "X" in box on right if performed with current firm: Enter as stated.

Specific Role(s): Enter a key person's specific role(s) for this project. Example roles: project manager, hydrogeologist, human health risk assessor, LSP of Record, environmental scientist, geologist, groundwater modeler, environmental engineer, etc.

Year Completed: Enter the year that the project, or relevant portion of the project, was completed. If the project is not complete, enter "Ongoing".

Expected Completion Date: If the project, or relevant portion of the project, is not completed, as signified by entering "ongoing" in the "Year Completed" box, then enter the anticipated date (month and year) when the project is expected to be completed.

Client: Enter name of client and type of client. If client is confidential, then enter "confidential" and type of client. Example of client types are as follows: homeowner; developer; industrial; commercial; lending or financial institution; law firm; municipality; school; etc. Bidders should be aware that a preponderance of "confidential" client entries on the resume might result in lower evaluation scores than those Bidders whose resumes have fewer "confidential" entries.

Approximate cost of Project or Task: Enter the approximate Bidder’s cost for the project. If the project was a part of a larger project, enter only the amount associated with the portion of the project that is being submitted for evaluation as described in the "Brief Summary". If the project is not completed, enter the expected cost at project completion.

Brief Summary of the project scope and how this project demonstrates the key person's experience with their specific role in work similar to SARSS VII services: Provide a summary of how this project demonstrates that the key person has experience that is relevant to/similar to the Bidder’s selected scope of services areas for the SARSS VII contract.

**Form E-2: OTHER STAFF QUALIFICATIONS**

Table

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Form E-2 allows the Bidder to provide additional names and information regarding qualified Bidder staff who are not designated as Key Personnel but are available to enhance the Bidder’s technical qualifications. Form E-2 is shown on right, and the entries for this form are self-explanatory, as indicated by the labels on the columns. There are spaces for ten (10) additional staff on Form E-2 which is in “landscape” orientation in the template. This table will expand to allow multiple lines of entry within the table cells; however, the Bidder must limit Form E-2 to one (1) page in Quote Package Section E.

**SECTION F. PROJECT DESCRIPTIONS (Case Histories) (On Department Required Forms)**

There are three (3) separate Departmental forms to be included in Section F, as follows:

**F-1 KEY PERSONNEL VS PROJECT DESCRIPTION MATRIX**

Form F-1 is a matrix table matching the key personnel provided in Section E with the projects in which they participated that are provided in the next section, F-2 *Project Descriptions*.

This form is provided as an Attachment to the RFR on the COMMBUYS website for this solicitation.

The upper table of the matrix has the Key Personnel in the same number ordering as the Bidder assigned in Section E where the Key personnel are listed, and the Project Description numbers shall be aligned with those assigned in form F-2. The lower half provides the title of the projects as they appear in form F-2.

**F-2. PROJECT DESCRIPTIONS (Case Histories).**

Form F-2 provides the Bidder’s past performance project experience that demonstrates the capabilities and technical and management expertise in projects with similar scope, size and scale in the Bidder's selected SARSS VII service areas. Project Descriptions are to be completed so that each project has a maximum of one page per project.

This form is provided as an Attachment to the RFR on the COMMBUYS website for this solicitation. This form must not be altered, and the Department's labels in the form must not be altered or removed.

A minimum of 6 and a maximum of 10 project descriptions are required. At least half of the projects provided by the Bidder must be from the team's lead/ Prime Contractor. Three (3) of these projects are to be selected by the Bidder to send the Past Performance Questionnaire to the client who was most familiar with the Bidder’s work and performance on the prior project. The Past Performance Questionnaire and instructions are provided in the next section of instructions, Section G.

Use of pictures, graphics, and tables is permitted in the *"Brief description of the project …"* portion of the form.

Bidders may to elect to separate specific and separable projects from larger program contracts and present them as individual projects, as long as the Bidder discloses this election in the *brief description of the project* portion of the form. Bidders may also classify a single large contract program (consisting of multiple smaller projects) as a single project, as long as the Bidder describes this classification in the description portion of the form.

Bidder must submit only substantially completed projects for this response, or the component of the project being presented as relevant to SARSS VII is essentially completed.

Table

Description automatically generated

The instructions for completing the Project Description form are as follows:

Bidder's Name: Enter the name of the Bidder where indicated.

Project Title and Location (city and state): Enter as stated.

Example Project Number: Each Project Descriptions will be numbered from 1 to 10, or as many projects as the Bidder provides as part of this response, up to a maximum of 10 projects.

Client: Enter name of client and type of client. If the client is confidential, then enter "confidential" and then the type of client (e.g., Commercial, Industrial, Lending Institution, Insurance Company, homeowner, gas station owner, law firm, school, etc.). Bidders should be aware that a preponderance of "confidential" client entries on to the resume may result in lower evaluation because the confidential entry prevents the Department from verifying the work with the client.

Point of Contact Client Name: This is the person employed by the client who has knowledge about the project and can be contacted by the Department. The purpose of citing a client point-of-contact is to provide the Department additional information about the scope of the project or verify the statements made in the project descriptions. For example, if a claim is made that the Bidders reduced the cost of an operation system, the Department may seek to verify this information and obtain more details directly from the client. State and Department employees may be used as a project point-of-contact for the project description, as long as the Bidder clearly discloses the name and title of the contact.

Daytime Phone Number: This is the client point-of-contact's business phone number. Bidders must ensure that these phone numbers are accurate.

SARSS VII scope of services demonstrated by this project: This is a very brief listing that links the Project Description to the SARSS VII scope of services. Bidders should use short statements in this space, leaving more detailed discussion to the Brief Description. Examples include: "Site assessment to determine nature and extent of contamination and risk of exposure using MCP methods"; or "solid waste leachate system design".

Approximate Cost: Enter the approximate Bidder’s cost for the project. If the project was a part of a larger project, enter only the amount associated with the portion of the project that is being submitted for evaluation as described in the "*Brief description of the project…*" space. If the project is not completed, enter the expected cost at project completion.

Project Duration: Enter the time from start to completion of the project in years and months. If less than one month, enter "<1 mo." If the project is not completed, enter expected duration until completion.

Year Completed: Enter the year that the project, or relevant portion of the project was completed. If the project is not complete, enter "Ongoing".

Expected Completion Date: If the project, or relevant portion of the project is not completed, as signified by entering "ongoing" in the "Year Completed" box, then enter the anticipated date (month and year) when the project is expected to be completed.

Key Personnel and staff: Enter names of the key personnel (i.e., form E.1) and staff from the "Other Staff" table (i.e., form E.2) who participated in this project, and briefly state their role(s). The key personnel listed here should be consistent with those shown in the F.1 Key Personnel/Project Description Matrix provided as form F.1 in the Quote Package.

Prime contractor firm for the project and who participated in this project and their role(s): Enter the name of the prime contractor who conducted the work on the project, and the names of any of the subcontractors who are part of the Bidder's team for this contract who participated in the project, and briefly state their role(s).

Brief description of the project and relevant facts and features that are pertinent to the Bidder's selected SARSS VII services: Enter a description of the project that demonstrates the Bidder's and/or Bidder's team capabilities and experience to perform the SARSS VII scope of services. Bidders may insert pictures, graphics, and tables in this space.

**F-3 OTHER SUPPORTING PROJECTS**.

Table

Description automatically generatedForm F-3provides the Bidder the opportunity to briefly summarize up to 5 additional projects that the Bidder believes further demonstrates their qualifications for the SARSS VII contract. This form must not be altered except as described in these detailed instructions, and the Department's labels in the form must not be altered or removed. This form is provided as an Attachment to the RFR on the COMMBUYS website for this solicitation.

Unlike the Project Descriptions described in F-2 where the space allotments for information are fixed and not permitted to be changed, this table allows the Bidders to expand the rows, but not the columns, of the table as needed as long as the entire table does not exceed one page in landscape format. All other format requirements remain as instructed at the beginning of this section.

Instructions for completing Form F-3 are as follows:

Bidder's Name: Enter the name of the Bidder.

Name of Project / Location: Enter the name of the project and the location. Location is the town or city and state. If the client is confidential, then use the client types as instructed for form F.2, Project Descriptions.

Firm(s)/Role: Enter the name(s) of the Bidder team firms that participated in the project and their role, briefly.

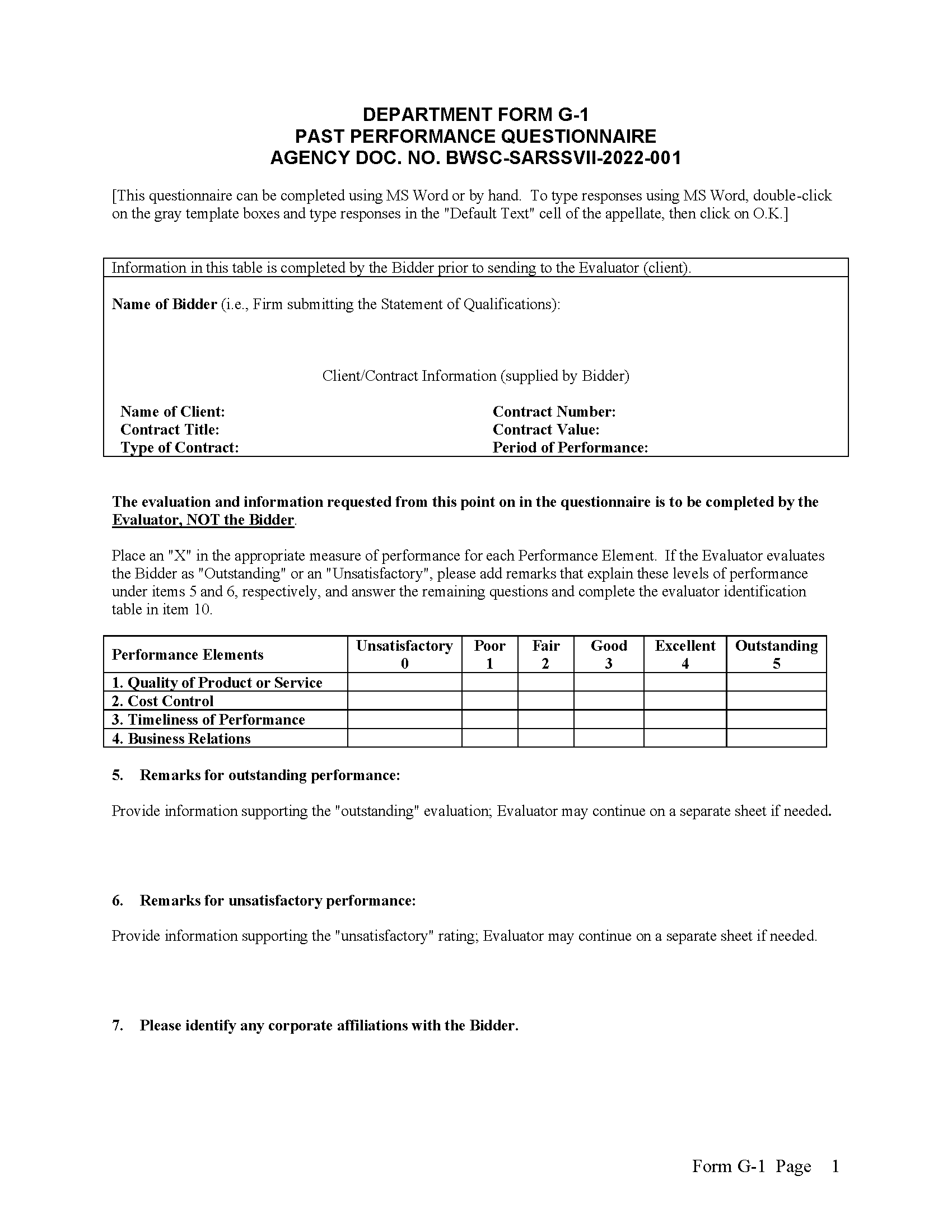
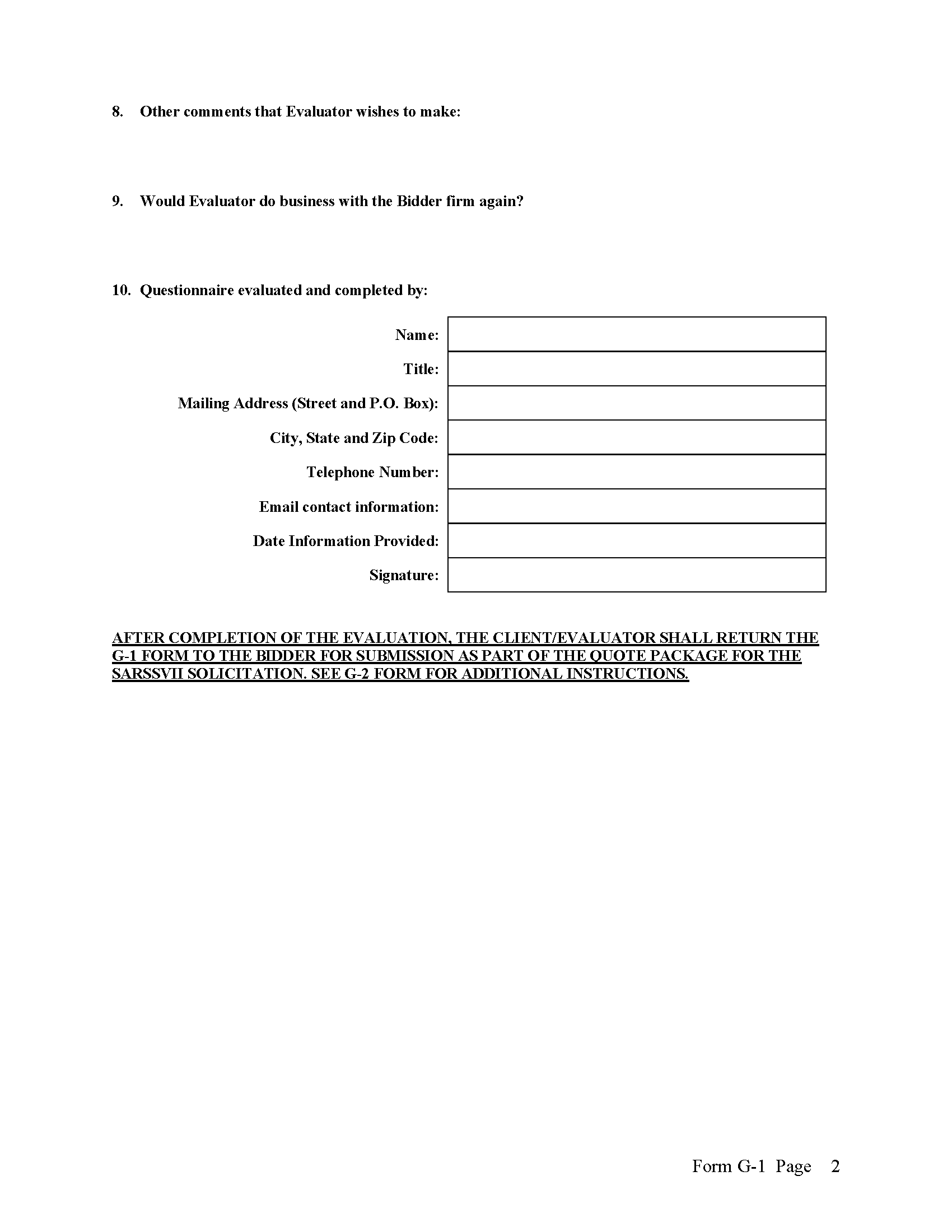
Start/Completion Date: Enter the month and year of the start and completion of the project, or the portion of the project described in the description. Use the following format for month and year: 10/2005 - 06/2006. If ongoing, enter start date and "ongoing."

Approximate Cost: Enter the approximate cost for the project, or portion of the project described in the description. If the project is ongoing, enter the total estimated cost when the project or portion of the project being described is completed.

Description: Enter a brief description of the project or portion of the project that is pertinent to demonstrating the Bidder's capabilities, skills, and experience in performing SARSS VII type services.

**SECTION G. PAST PERFORMANCE QUESTIONNAIRE (FROM BIDDER’S CLIENTS)**

There are three (3) Department forms for the past performance evaluations: Form G-1 is the Past Performance Questionnaire that Bidders must send directly to client references; Form G-2 presents the instructions Bidders must also send to the client (**Form G-2 not shown**) references; and Form G.3 is a list of the clients that the Bidder is using for its references, which must be submitted to MassDEP in Section G of the Quote Package.



These forms are provided as Attachments to the RFR on the COMMBUYS website for this solicitation.

Form G-1 is the Past Performance Questionnaire that the Bidder sends to the client reference. At least two (2) of the client evaluations must be for the lead firm of the Bidder's team. Department staff (i.e., employees of the Massachusetts the Department of Environmental Protection) are not to be used as client references for the performance evaluations from clients.

Table

Description automatically generatedForm G-2 presents the Instructions to be sent to the client-reference along with Form G-1. Note that the instructions are three pages; only the first page is shown on the right. **Bidders should note that client evaluations, once completed, must be returned to the Bidder PRIOR to the deadline for the Bidder’s electronic submission of this Form G-1 as part of the Quote Package RFR Response, which is NOVEMBER 10, 2022, at 5 p.m. It is the Bidder’s responsibility to ensure that all Form G-1 documents for completed evaluations are uploaded as required as part of the Quote Package.**

Form G-3 is the list of the client-references to whom the Bidder has sent Form G-1 and Form G.2. The Bidder is required to submit Form G-3 to the Department as part of the Quote Package in Section G.

The instructions for completing Form G-3 are as follows:

Bidder's Name: Enter the name of the Bidder.

Name of Evaluator: Enter the name of the client’s point of contact providing the past performance evaluation.

Title of Evaluator: Enter the company title of the person providing the past performance evaluation.

Firm of Evaluator: Enter the name of the company of the person providing the past performance evaluation. If the client evaluator has left the firm where the project(s) were performed that he/she is providing the evaluation, enter current firm name first, then the firm name that employed the evaluator at the time of the project(s) for which the evaluation is being provided.

Project(s) name being evaluated: Enter the name of the project or projects for which the evaluator is providing the evaluation. If there are more than three, list the most recent three projects. Do not add detailed project descriptions.

**SECTION H. PROPOSED LABOR RATES AND PPE RATES SCHEDULES**

FORM H for the SARSS VII Labor Rate Schedule and PPE Rate Schedule is provided as an Attachment to the RFR on the COMMBUYS website for this solicitation.

The Bidder shall complete and sign the Form H Labor Rate Schedule and PPE Rate Schedule and submit it as Section H in the Quote Package. A copy of Form H is shown below.

**Table

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**SECTION** I**. COMMONWEALTH FORMS AND CERTIFICATIONS**

The Commonwealth’s standard forms, including the official “contract” documents must be completed, signed electronically by the bidder’s approving authority when required, and submitted with the Quote Package that is the bidder’s response to the SARSS VII RFR. The following table lists those forms and certifications that are required to be submitted with the Quote Package, with reference to where in the RFR the bidder can find the instructions, and some added comments so the bidder completes the forms correctly.

|  |  |  |
| --- | --- | --- |
| **Commonwealth Forms and Certifications** | | |
| Commonwealth Required Form | Where in RFR the Instructions are provided for the form | Comments |
| I-1. Standard Contract Form | RFR Appendix 3 | Although the instructions in Appendix 3 state the entry of the bidder’s vendor code (VC) is not required and can be left blank, for this SARSS VII RFR response the bidder must have the Vendor Code entered into the form. |
| I -1a. Commonwealth Terms and Conditions | Incorporated by reference into the Standard Contract Form | Although a signed copy of the Commonwealth Terms and Conditions is not required, bidders are advised to have their firm’s senior management and appropriate staff review and understand these terms and conditions, available on the Mass.gov website,  <https://www.mass.gov/doc/commonwealth-terms-and-conditions-9/download> |
| I -2. Taxpayer ID No./ Certification (Mass. Substitute Form W9)- if required | RFR Appendix 3 | Instructions self-explanatory. |
| I -3. Contractor Authorized Signatory Listing | RFR Appendix 3 | Instructions self-explanatory. |
| I -4. Supplier Diversity Plan Commitment Form  (Spreadsheet) | RFR Section 3.3,  Appendix 2 and,  Appendix 3. See also SDP Plan Form Spreadsheet in COMMBUYS. | **Supplier Diversity instructions must be followed as written**. Bidders should note the following:  **The minimum total SDP Commitment acceptable in responses to this solicitation shall be 1%.** Bidders shall be awarded additional evaluation points for higher SDP Commitments.  **Firms must have at least one SDO-Certified Diversity Partner firm named in the response,** otherwise the response will be disqualified and not evaluated for a potential SARSS contract. |
| I-5. Environmentally Preferable Products/Practices Information | RFR Section 3.4.2 and Appendix 3 | Although a written narrative is not required, RFR Section 3.4.2 at the 8th and last bullet suggests the bidder may get points for attaching evidence that the firm has already enacted or in process of enacting sustainable practices throughout their business operations. |
| I-6. Current Environmentally Preferable Products/ Practices | RFR Section 3.4.2 and Appendix 3 | This form is an Excel Spreadsheet form created by the Commonwealth and required for bidders to highlight their current environmentally preferable products and practices and is within the COMMBUYS posting for this solicitation. (see COMMBUYS tabs for Form). |
| I-7. Prompt Payment Discount Form | RFR Appendix 2 and 3 | Bidders should note that offering a PPD discount is mandatory unless the Bidder can demonstrate hardship. See instructions on form. |

1. Note to Bidders: After the posting of the SARSS VII solicitation on COMMBUYS, MassDEP will execute short term “interim” contracts with the current SARSS VI environmental firms to ensure continued provision of services until the SARSS VII contracts are fully executed. See also RFR Section 2, Estimated Procurement Calendar. [↑](#footnote-ref-1)