

1. The RFP states that “all terms, conditions, specifications, and supplier requirements stated in the RFP, any attached Appendices to the RFP, and any and all Addenda issued shall become part of the contract entered into between BPHC and the Proposer.” The RFP also references State Contracts ITC73 and ITS73 and states that Proposer should use the Statewide Contract ITC73 for Hardware and Services and Statewide Contract ITS75 for Software and related Services.
 - a. Does BPHC intend for the resulting contract from this RFP between BPHC and the Proposer to be based on and incorporate the terms and conditions of both ITC73 and ITS75?
Ans: Yes, that is correct.
 - b. Does BPHC intend for the resulting contract from this RFP between BPHC and the Proposer to incorporate the terms and conditions of both ITC73 and ITS75 to the extent such terms and conditions do not conflict with the terms, conditions and requirements stated in the RFP?
Ans: Yes that is correct.
 - c. If any terms contained in the RFP conflict with Statewide Contract ITC73 and/or Statewide Contract ITS75, which terms will take precedence in the resulting contract from this RFP between BPHC and the Proposer?
Ans: Statewide contracts always takes the precedence when BPHC is asking to piggyback.
2. Is BPHC willing to accept a Proposal contingent on ITS75 contract being finalized with Commonwealth on or before date of BPHC’s RFP award?
Ans: Yes BPHC will accept Proposal contingent on ITS75.
3. Will BPHC accept a bid based on a Proposer’s Commercial Terms of Sale in lieu of submitting redlines/exceptions to the terms contained in the RFP?
Ans: The terms and condition will be based on ITC73 and ITS75 as BPHC would be piggybacking on these contract.
4. Will BPHC accept a bid based on existing Statewide Software Reseller contract and existing Statewide Hardware and Services contract in lieu of terms and conditions in the RFP?
Ans: BPHC will only accept Statewide Software Reseller contract and Statewide Hardware and Service contracts currently recommended by Massachusetts Operational Services Division.
5. The RFP states that “BPHC reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of BPHC. If a Proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, BPHC can reject the proposal as inadequate.”
 - a. Is BPHC requiring demonstration units of the hardware? If so, what specifically is BPHC requesting with respect to demonstration units?
Ans: BPHC is not requiring any demo unit. BPHC has provided Model numbers and configuration to provide cost per unit.
6. The RFP states that “Prices for all goods and/or services shall be negotiated to a firm amount for the duration of the contract...”
 - a. Is the “duration of the contract” the 3 year initial term, the 5 year potential term (3 year initial term plus 2 year optional renewal), the 3 year initial term plus any transition period or the 5 year potential term plus any transition period?
Ans: The duration of the contract is 3 years initial and optional 2 years extension.
7. The RFP states that “any contract which results from this RFP shall run for three-year period with an exclusive option of additional two-years by BPHC to renew on an annual basis.” The RFP in another section also states “in the initial maximum 1 year contract term or in subsequent renewals which may be may not be negotiated and agreed to by BPHC with any proposer(s).”

- a. Is intended initial contract term 1 year or 3 years? Is renewal option for resulting contract 2 renewals for 1-year term each (total of additional 2 years in the renewal term)?

Ans: The intended initial contract is for 3 years. Plus two years optional extension. The extension could be one year or two year after 3 years initial contract.

8. The RFP mentions an additional 90-day transitional period added to the end of the contractual agreement which may be exercised at the option of BPHC and states that the contractual prices, terms and conditions are to remain in force during the transition period. The RFP also mentions a reserved right by BPHC to have time to transition the contracted goods and/or services provided to BPHC by the Proposer to a new provider with BPHC reserving right to establish the length of the transition period but such transition period shall not exceed 180 days.

- a. Is BPHC's intent to have transition period of 90 days or transition period that shall not exceed 180 days?

Ans: BPHC intends to have a transition period of 90 days but would not exceeds 180 days.

9. RFP allows Proposer to submit exceptions, alterations, additions or modifications to any portion of the RFP that are clearly indicated along with a full explanation as a separate attachment to the proposal.

- a. If a Proposer submits exceptions/additions to the terms and conditions in the RFP, does BPHC recognize that Proposer's submission is subject to and based on those exceptions/additions or redlines submitted with an intent to negotiate?

Ans: If Proposer submits exceptions/addition to the terms and conditions in the RFP. It needs to be clearly indicated with explanation as a separate atachment. Having said that, the terms and condition needs to be compatible with the ITC73 and ITS75 piggybacked contracts.

- b. Does BPHC agree that Proposer only agrees and accepts BPHC terms and conditions in the RFP to the extent Proposer does not take exception to the terms and conditions in the RFP by stating Proposer's inability to agree to a specific term/condition, submitting an exception, proposing redline changes or submitting/proposing different or additional terms and conditions in Proposer's proposal?

Ans: Since BPHC is asking the Proposer to piggyback the State terms and conditions of ITC73 and ITS75. The State terms and conditions always supersedes any local government terms and conditions.

- c. Does BPHC agree and acknowledge that Proposer only accepts and is only obligated to the BPHC's terms and conditions in the RFP if Proposer has not submitted an exception, additional or different term or proposed redline change to such term and condition in its RFP response submitted to BPHC?

Ans: Yes, that is correct.

- d. If Proposer takes exception to terms and conditions in the RFP and the parties fail to reach a negotiated agreement with respect to the terms and conditions, can Proposer at that point withdraw its proposal without being required to enter into an agreement with BPHC that adheres to original requirements as stated in the RFP?

Ans: Yes, that is correct.

- e. If Proposer submits exceptions to the terms and conditions in the RFP that are not accepted by BPHC, can BPHC still issue an award to that Proposer and require such Proposer to enter into the Agreement without BPHC either accepting Proposer's exceptions/additions or modifications or coming to a negotiated agreement with the Proposer as to the exceptions/additions or modifications?

Ans: It may all depends on how it gets negotiated.

f. If Proposer submits exceptions/additional or different terms to terms and conditions of the RFP that are not accepted by BPHC, will Proposer's Proposal be deemed rejected and request for exceptions/additional or different terms and still be considered for an award?

Ans: It may all depends on how it gets negotiated.

10. Can Proposer withdraw its proposal if the parties are unable to negotiate a mutually acceptable agreement?

Ans: Yes, that is correct.