



Commonwealth of Massachusetts  
The Executive Office of Technology Services and Security

**Commonwealth of Massachusetts  
Executive Office of Technology Services and Security**

**Request for Quotation  
EOTSS RFQ 26-04261: AI ASSISTANT AND IMPLEMENTATION PARTNER**

**COMMBUYS Bid Number (ITS60): BD-26-1060-ITD00-ITD00-121152**

**COMMBUYS Bid Number (ITS75): BD-26-1060-ITD00-ITD00-121153**

*September 22, 2025*

IN ACCORDANCE WITH M.G.L. C. 66 AND M.G.L. C. 4, § 7 (26), THIS RFQ AND ALL RESPONSES HERETO INCLUDING THE WINNING BID SHALL BECOME PUBLIC RECORD, AND CAN BE OBTAINED FROM THE EXECUTIVE OFFICE OF TECHNOLOGY SERVICES AND SECURITY BY SUBMITTING A REQUEST AT <https://www.mass.gov/executive-office-of-technology-services-and-security-prr>. ANY PORTIONS OF A RESPONSE THAT ARE LABELED AS CONFIDENTIAL WILL STILL BE CONSIDERED PUBLIC RECORD.



## **I. General Procurement Information**

### **A. General Information**

Purchasing Entity: Executive Office of Technology Services and Security  
("EOTSS") or ("Agency")

Address: One Ashburton Place, Eighth Floor, Boston, MA 02108

Procurement Contact: Shawn Johnson

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RFQ File Number and Title: **EOTSS RFQ 26-04261 for AI ASSISTANT AND IMPLEMENTATION PARTNER**

Attachments: Attachment A – COMMBUYS Instructions  
Attachment B – Data Management and Confidentiality Agreement  
Attachment C – CJIS Memorandum of Understanding  
Attachment D – Exhibit 7 Safeguarding Contract Language

Forms: Form 1 – RFQ Response Form  
Form 2 – Cloud Terms Table  
Form 3 – Statement of Work Template  
Form 4 – Risk Management Terms

This Request for Quotes ("RFQ") does not commit the Commonwealth of Massachusetts ("Commonwealth") or Agency to pay any costs incurred in the preparation of a Bidder's response to this RFQ or to purchase any products or services. The Agency may: (i) accept or reject any and all bids received as a result of this RFQ; (ii) contract for some, all, or none of the products and services offered by Bidders in response to this RFQ; (iii) negotiate with one or more qualified Bidders; or (iv) cancel, in part or in its entirety, this RFQ if it is in the best interest of the Commonwealth to do so.

The Agency may amend this RFQ at any time prior to the date the responses are due. Any such amendment will be posted to the Commonwealth's procurement website, CommBUYS ([www.commbuys.com](http://www.commbuys.com)).

Bidders must submit their bids through the Commonwealth's online procurement system, COMMBUYS, as detailed in Attachment A. Bidders are advised to check this site regularly, as this will be the sole method used for notification of changes.

### **B. Eligible Bidders**

This RFQ is restricted to Bidders on the following Statewide Contracts:

**ITS60 and ITS75 approved vendors.**

### C. Event Calendar

All times in this RFQ are in prevailing Eastern Time. Responses must be received no later than the response due date and time indicated below or they will not be evaluated. Bidders must have their responses fully loaded and accepted in COMMBUYS prior to the RFQ Response Due date and time listed below. Bidders are urged to allow sufficient time to upload their entire response.

Procurement Step	Due Date	Time
<b>RFO Posted</b>	9/22/2025	<b>12:00 PM</b>
<b>Bidder Questions Due</b>	9/29/2025	<b>9:00AM</b>
<b>Commonwealth Responses posted to COMMBUYS (estimated date)</b>	10/3/2025	<b>9:00AM</b>
<b>RFO Response Due</b>	10/10/2025	<b>5:00PM</b>
<b>Notice of Apparent Successful Bidder(s) posted (estimated date)</b>	10/31/2025	<b>9:00AM</b>

### D. Purchasing Agency

The Executive Office of Technology Services and Security is responsible for the development of IT policy and implementation and oversight of all information technology investments for the Commonwealth and its respective agencies. EOTSS has broad statutory authority to effectuate the goals prompting IT consolidation in [Chapter 64 of the Acts of 2017](#), as memorialized and articulated in [M.G.L. c. 6A, s. 7A](#) and [M.G.L. c. 7D](#). As the lead enterprise IT and cybersecurity organization for the Executive Branch, EOTSS provides responsive digital and security services, and oversees and manages the enterprise technology and digital infrastructure and services for over 125 state agencies and over 43,000 state employees. EOTSS provides Enterprise Cybersecurity and Risk Management services, Infrastructure and Network services, End-User Support and IT services, Digital and Data services, Strategy Management and Consulting services, and additional IT-focused services to the Executive Branch and other Commonwealth users.

☒ If checked, the contract resulting from this RFQ will be made available to other [Eligible Entities](#) for the purchase of products or services. EOTSS may, in its option, require its prior approval for such entities to purchase products or services.

## II. Description and Purpose of Procurement

### A. Background

#### Background

The Commonwealth seeks to procure an enterprise, chat-based AI Assistant platform that will become part of the daily work of more than 40,000 Executive Branch employees. This platform will embed AI into everyday government operations, giving staff tools to work more efficiently, communicate more clearly, and deliver services to residents with greater speed, accuracy, and consistency. By adopting a

secure, enterprise-grade solution, the Commonwealth will strengthen trust in how AI is used, protect data, expand workforce capability, and lay the foundation for a government that is more responsive, accessible, and effective for all residents.

The Commonwealth is seeking more than the procurement of a software tool. We are looking for a partner who will work alongside us to make AI a lasting, responsible capability across government. Success will not come from technology alone but from close collaboration between the Commonwealth and its chosen partner. Together we will continue to build employee confidence through training and skill-building, help agencies identify and scale high-value use cases, and create a culture where responsible AI contributes significantly and is widely adopted.

Beyond implementation which shall not exceed 6 (six) months, the Commonwealth seeks a long-term strategic partner committed to helping Massachusetts lead in the responsible use of AI. By working side by side, the partner and the Commonwealth will demonstrate how public institutions can embrace emerging technology in ways that are transparent, equitable, and beneficial for all residents, by enabling state employees to more efficiently execute their respective delivery mission. Together, we will not only strengthen government services but also position Massachusetts as a national leader in building an AI ecosystem that drives opportunity and safeguards the public interest.

The Commonwealth anticipates a ramp-up period for deployment of up to 40,000 licenses and may give preference to bidders that do not charge for licenses during implementation period, which shall not exceed six (6) months. The Commonwealth does not seek a named user licensing model, as such models can limit flexibility, create administrative burden in reallocating licenses, and may result in inefficient utilization when staff turnover or role changes occur. Instead, we prefer a concurrent or enterprise licensing approach that maximizes value and ensures agencies can adapt usage to operational needs.

## **B. Description of Solution and Services**

The Agency is issuing this RFQ to purchase the following:

- ☐ software: on-premises
- ☒ software: cloud-based (software as a service)
- ☐ infrastructure as a service / platform as a service
- ☒ services: setup / implementation / configuration
- ☒ services: support and maintenance
- ☒ services: training
- ☐ other: \_\_\_\_\_

At a minimum, the solution must provide a conversational AI Assistant with a secure, enterprise chat interface accessible to Commonwealth employees. The platform should allow staff to interact through natural language prompts for common tasks such as drafting, summarization, analysis, and translation, and must be reliable for use across the enterprise. The Commonwealth's intent is to make the AI Assistant available to all Executive Branch employees, and vendors should propose their recommended rollout approach to achieve adoption at scale.

The proposal must demonstrate how the bidders will address the priorities outlined below and describe their approach to supporting the Commonwealth in achieving these objectives.

**Collaboration and Partnership** - Proposals must describe how the Bidder will partner with the Commonwealth in a federated environment, supporting collaboration across agencies and building connections with higher education, private sector, and other stakeholders in the AI ecosystem. Together,

the vendor and the Commonwealth will work toward positioning Massachusetts as a national leader in the trustworthy use of AI.

**Training** - Proposals must describe a clear and direct approach to providing training and resources that enable employees to effectively use the AI Assistant to perform their jobs more efficiently, enhance productivity, and support their roles across government. Training should also encourage sustainable and responsible use of AI, helping participants understand not only the immediate functionality of the tool but also the broader environmental impact of its use.

**Change Management** - Proposals must describe how the vendor will support the Commonwealth in managing the complexity of an enterprise-wide rollout. This includes assistance with program management, communications, and other activities that help employees and agencies adopt the AI Assistant effectively and at scale.

**Value Determination** - Proposals must describe how the vendor will help the Commonwealth capture the benefits of the AI Assistant by supporting the identification and implementation of impactful use cases, ensuring integration where appropriate, and demonstrating how these efforts lead to better outcomes for the Commonwealth residents and the Commonwealth workforce.

**Impact and Alignment** - Proposals must outline how the vendor will support the Commonwealth in evaluating the overall impact of the AI Assistant, including resident, workforce, and economic outcomes, and assist in aligning this work with broader AI initiatives.

**Price** - Proposals must clearly describe the pricing and cost structure, including any factors that affect scalability or long-term value, beyond the initial agreement term. The Commonwealth expects pricing to be competitive with that offered to other states or government entities, ensuring the Commonwealth receives the best overall cost value throughout the term of the agreement.

#### Technical Requirements

Proposals should describe how the solution will provide:

- Support integration with the Commonwealth's EntraID authentication for single sign-on.
- Allow configurable data retention policies, including the option for zero retention.
- Provide secure API access to enable integration with Commonwealth systems and applications.
- Demonstrate compliance with applicable privacy laws and alignment with recognized security and privacy certifications and frameworks.
- Support data encrypted in transit and at rest.
- Ensure that our data is logically segregated from other customers' data.
- Provide logging of user and system activity with the ability to export records for audit and compliance purposes.

### **III. Estimated Term**

The estimated term of any contract entered into under this RFQ shall consist of an initial **24-month term** and may be renewed or extended upon written agreement by the awarded Bidder and the Agency. The initial term and all renewals or extensions shall be referred to collectively as the "Term." The maximum Term length will be governed by the applicable Statewide Contract.

While the two Statewide Contracts, ITS75 and ITS60, are set to expire in 2026, the Commonwealth expressly reserves the right to transition the resulting contract to any successor Statewide Contract, and the successful bidder shall not unreasonably withhold consent to such transition.

#### **IV. Order of Precedence**

The agreement resulting from this RFQ shall consist of the following documents in the following order of precedence:

- (1) the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Information Technology Contracts, as applicable;
- (2) the Commonwealth Standard Contract Form;
- (3) the applicable Statewide Contract RFR;
- (4) the Bidder's response thereto;
- (5) this RFQ 26-04261 for AI ASSISTANT AND IMPLEMENTATION PARTNER (including all amendments, and clarifications hereto);
- (6) any agreement negotiated between and executed by the parties; and
- (7) the Bidder's response to this RFQ (including all amendments, clarifications, and best and final offers)

#### **V. Data Classification and the Use of Generative Artificial Intelligence (GenAI)**

##### **A. Data Classification**

The Commonwealth of Massachusetts collects, manages, and stores information to support its business operations. The Commonwealth is committed to preserving the confidentiality, integrity, and availability of its information assets. Such information assets may include, without limitation, personal information, confidential information, and information protected under applicable law. Bidder agrees and acknowledges that its access, or potential access, to certain information assets may require certifications, background checks, or other additional requirements. Agency acknowledges that the awarded Bidder may have, or may potentially obtain, access to the following data types as a result of providing services/products to Agency under this RFQ, and requires the Bidder to indicate whether its AI Assistant is currently compliant with applicable requirements for handling such data, and, if not, to disclose any plans or timelines for achieving compliance.

<b>Data Type</b>		<b>Applicable Laws and Regulations</b>	<b>Additional Requirements</b>
X	Personally Identifiable Information	M.G.L. c. 93H M. G. L. c. 66A	
x	Payment Card Information	PCI Standards	
X	Family Educational Rights and Privacy Act data	Family Educational Rights and Privacy Act	
X	Protected Health Information	Health Insurance Portability and Accountability Act of 1996	-Commonwealth of Massachusetts Executive Office of Health and Human Services Data Management and Confidentiality Agreement
X	Federal Tax Return Information	Publication 1075	-Publication 1075 Exhibit 7

			-Commonwealth of Massachusetts Dept. of Revenue background check
X	Criminal Offender Record Information	FBI Security Addendum NCIC 2000 Operating Manual CJIS Security Policy Title 28, CFR Part 20	-Dept. of Criminal Justice Information certification -background check
X	Criminal Justice Information	FBI Security Addendum NCIC 2000 Operating Manual CJIS Security Policy Title 28, CFR Part 20	-Dept. of Criminal Justice Information certification -background check
X	Social Security Administration Data	Privacy Act 5 U.S.C. 552a s. 1106	
<input type="checkbox"/>	Other		

Bidder certifies that its products or services, as offered in its RFQ response, meet all applicable legal and regulatory requirements pertaining to the identified data types indicated above. Bidder also agrees to enter into additional agreement(s), as reasonably requested by the Commonwealth prior to gaining access, or potential access, to Commonwealth information assets. Bidder acknowledges that the list above is not exhaustive, and Agency may designate additional data types, applicable laws and regulations, and additional required documentation in the contract resulting from this RFQ or any amendment thereto.

## B. Use of Generative AI

The following provisions apply both to Generative AI (“GenAI”) that the Contractor proposes to use or will use to fulfill its obligations under a contract, and to GenAI tools that Contractor will provide directly to the Agency for its own use.

- 1. Use of GenAI Conditioned on Compliance with These Terms.** Contractor shall not use GenAI to fulfill any obligations under the contract with the Agency or provide any GenAI tools to the Agency unless the contract includes terms consistent with this section, “Use of Generative AI”.
- 2. Use and Deletion of Agency Data.** Contractor shall not use Agency Data (defined as data provided by Agency and any data derived therefrom, including metadata (collectively, the “Agency Data”) for training, tuning, or testing the GenAI model unless required for the performance of Services and where the Agency has provided written consent for both the use of the GenAI tool and the Agency Data. Any permitted Agency Data inputs will be strictly limited to the data and inputs provided under this Agreement and will not extend to other Agency intellectual property. If the GenAI system/solution or Contractor’s provision of other services under the Contract require the use of Agency Data as GenAI training data, Contractor shall only use Agency Data as strictly necessary to provide the Services. Both the Contractor and Agency shall retain control over their data and have the ability to delete their data. Contractor shall delete all Agency Data within 30 days of receiving written notification from the Agency and shall confirm in writing that all Agency Data has been deleted.
- 3. Intellectual Property, Accuracy, Bias, Discrimination Mitigation and Quality Control of GenAI.** Contractor’s use of GenAI will be specifically limited to the automated creation of the material expressly defined in this Agreement’s scope. The content created using GenAI under this



Agreement is a work-for-hire, owned by the Agency. All GenAI usage will be configured to strictly align with the Agency's brand guidelines. Contractor shall guarantee that all GenAI generated content is original, free from plagiarism or errors, and complies with all applicable copyright laws. Contractor will implement robust quality control measures to review and approve, through non-automated means, all content generated by the GenAI tool before it is published, distributed or used in any business context. The review process must occur prior to any content being deployed or utilized in business operations, and every month thereafter, and must ensure that the content aligns with all the relevant policies, regulations and quality expectations. Additionally, the Contractor must identify, document and mitigate any biases, discrimination or otherwise unlawful outcomes based on race, color, religion, sex, national origin, disability, age, genetic information, or any other protected characteristic under applicable law in the AI solution or services. Upon request, and within 10 calendar days, Contractor shall provide the Agency with the results from accuracy and bias testing.

4. **Breach and Termination.** Notwithstanding any other terms to the contrary in the Solicitation, or any contract entered by Contractor, Contractor's failure to meet any of the obligations set forth in this provision "Use of Generative AI" will constitute a breach of the contract entitling the Commonwealth to terminate the contract for cause and without penalty and to pursue damages and any other legal or equitable remedies to which it may be entitled.
5. **Demonstration and Pilot.** Prior to using or delivering GenAI, and upon Agency's request, Contractor shall provide demonstrations using Agency's use case, for the purpose of demonstrating and fact checking the tool's accuracy and evaluating performance features such as its propensity for producing biased results and compliance with relevant laws and regulations.
9. **Provision of Evaluative Information.** Contractor shall regularly monitor the performance of the AI system to detect and rectify system behavior that violates any of these provisions. Contractor shall promptly communicate the discovery of system behavior that violates any of the requirements in this section to the Commonwealth, including the potential impact to services.
10. **Order of Precedence.** This section "Use of Generative AI" will take precedence over any conflicting Generative AI contract terms provided by the Contractor to the Agency.
11. **Updates to the model/platform.** Contractor shall provide reasonable notice to the Agency of any updates to the GenAI model/platform prior to the updates taking place.
12. **Control.** For GenAI solutions/systems/models developed for the Agency, Contractor shall provide mechanisms through which the Agency can oversee the development and testing of the Generative AI and where necessary override its functionality through human intervention.
13. **Disentanglement.** As of the termination date of the contract, or other date agreed upon by the Parties or determined by the Commonwealth, the Contractor shall cease the use of Generative AI in service delivery to the Agency; disengage Generative AI components; and comply with the transition/termination assistance obligations set forth in the contract.
14. **Right to Use.** During the term of the contract, Contractor shall ensure that the Agency has access to the full functionality offered by the GenAI systems/solutions used in the scope of services, including without limitation the ability to use the system, develop and test solutions, and make copies (with appropriate commercial mechanisms) without any limitations or restrictions. This

clause shall survive the term of the contract if, in the contract, the Agency identifies the use of the Generative AI system as of strategic importance.

15. **Localization.** GenAI systems/solutions and data shall be hosted and stored in a cloud location controlled or approved by the Agency.

16. **Representations.** Each representation and warranty set forth in the contract applicable to information technology shall apply with equal force to GenAI solutions/systems. In addition, Contractor warrants that the GenAI that is part of the system/solution shall be accurate and generate unbiased results and, should Contractor fail to deliver on this warranty, it shall remedy, at no cost to the Agency, any such defects in the GenAI system/solution.

## **VI. Additional Requirements**

### **A. Enterprise Information Security Standards and Policies**

All products and services provided to the Commonwealth must comply with all applicable policies adopted by the Agency, which shall be made available to Bidder prior to contract execution. At a minimum, all goods and services provided to the Commonwealth must comply with the Enterprise Information Security Standards and Policies (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>). Bidders shall provide information that demonstrates that their security practices meet the requirements detailed in these policies.

### **B. Accessibility for IT Solutions Contract Language**

The Commonwealth of Massachusetts' [Enterprise Digital Accessibility Policy](#) drives ongoing efforts to make Massachusetts' digital assets, including those delivered by a third-party, accessible and usable by all persons as required by state and federal laws. Where a Deliverable includes a digital product or service, such products and services must meet the Commonwealth's [Digital Accessibility Standards](#).

The Commonwealth's [Digital Accessibility Standards](#) include the Web Content Accessibility Guidelines (WCAG) version 2.1 level A and AA developed by the World Wide Web Consortium (W3C). Bidder must comply with the digital accessibility obligations set forth in the [Vendor Digital Accessibility Contract Language](#) and [Vendor Digital Accessibility Testing Obligations](#) and any subsequent versions or amendments.

During the bidding process and upon request, Bidder shall cooperate and provide the Commonwealth, or any third-party digital accessibility service provider procured by the Commonwealth, [access to test](#) its digital products for accessibility at no additional cost to the Commonwealth. The digital products must be available to the Commonwealth for evaluation prior to purchase and on an ongoing basis.

### **C. Contract Negotiation and Amendments**

The Agency may negotiate changes to the original performance measures, quantities, Term length, and requirements identified in this RFQ at any time, provided that such changes are consistent with the scope of this RFQ. The Agency may negotiate and execute contract amendments with the awarded Bidder(s) which the Agency reasonably determines are within the scope of this RFQ and necessary to result in best value to the Commonwealth.

### **D. Promotional Materials**

Bidder must not reference the Agency or the Commonwealth in any promotional or marketing materials, including but not limited to use of the Agency's or the Commonwealth's name or logo, without first obtaining the Agency's prior written approval for such use. Bidder must not use the Commonwealth's seal in any promotional or marketing materials.

Bidders are discouraged from including extraneous promotional or marketing materials in their responses to this RFQ and excessive promotional or marketing materials may detract from the Bidders' overall score.

### **E. Pending Litigation**

Bidder must affirm that there is no pending litigation involving the Bidder, Provider, or the Solution provided in the response, that may impair or interfere with the Agency's right to use the Solution. Bidder must warrant that there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

### **F. Oral Presentations and Demonstrations**

In its discretion, the Agency may invite one or more Bidders whose responses have been judged competitive and responsive in the course of the evaluation to participate in a facilitated oral presentation, including a demonstration of the proposed Solution. The Agency may use these demonstrations and oral presentations to clarify aspects of the Bidder's response or to inquire as to the Bidder's approach, recommendations, and experience. The Agency may adjust its scoring of a prospective Bidder based on the Bidder's performance during production demonstration and/or oral presentation.

The Agency reserves the right to apply restrictions to the structure and content of Bidder's product demonstrations and oral presentations. Demonstrations and oral presentations shall not be open to the public nor to any competitors. The schedule of the demonstrations and oral presentations will be arranged directly with the Bidders selected by the Agency. Failure of a Bidder to agree to a date and time may result in rejection of the Bidder's response.

Bidders must use publicly released products and operating systems in their demonstration. No pre-production products (e.g., "beta") should be demonstrated. All Bidder-owned products used in the course of the demonstration must be listed and priced in the Cost Response (Form 3).

### **G. Review Rights**

Responses to this RFQ may be reviewed and evaluated by any person(s) at the discretion of the Agency including non-allied and independent consultants retained by the Agency for the sole purpose of evaluating and analyzing responses.

## **H. Permitted Copies**

At no additional cost, Bidders must authorize the Agency to make, keep and retain a reasonable number of machine-readable copies of all core software components included in the Bidder's Solution for testing, backup or archival purposes (the "Permitted Copies").

At no additional cost, Bidders must include the Agency licenses to implement a second instance of all core software components included in the Bidder's Solution for disaster recovery purposes. In the event of a disaster recovery scenario, Bidder must authorize the Agency to run such second instance without requiring any additional licenses or fees. Bidder must authorize the Agency to make the Permitted Copies available to personnel at its disaster recovery site(s) who require use of such Solution to assist the Agency with disaster recovery exercises.

## **I. Risk Management**

Bidder must indicate the types of system audits or assessments (e.g. SOC 2) it conducts or engages third parties to conduct on its behalf, pertaining to the quoted products or services, and the frequency of such audits or assessments. Any time after submitting its Bid, upon Agency's request, Bidder shall provide audit or assessment reports to the Agency.

## **J. Warranties**

Bidder shall provide all warranties listed below. Additional warranties may be agreed to in the contract resulting from this RFQ.

- 1) Bidder must provide all warranties required by the applicable Statewide Contract.
- 2) Bidder warrants that all software, software as a service, infrastructure as a service, platform as a service, and related services (collectively, the "Solution") shall be provided in accordance with applicable State and Federal laws and in accordance with industry standards.
- 3) Bidder warrants that all personnel performing services shall act with due diligence and care and are qualified to perform such services in accordance with industry standards. Bidder warrants that it shall be responsible for the actions and omissions of all subcontractors and shall ensure all subcontractors' compliance with the terms of an agreement resulting from this RFQ.
- 4) Bidder warrants that for a minimum of six (6) months (the "Warranty Period") after the Agency accepts any Solution, or for the entire duration of the subscription term to such Solution, the Solution delivered by Bidder under this RFQ will substantially conform to the applicable Specifications. As used in this RFQ, "Specifications" means (i) the requirements for the Solution set forth in this RFQ, (ii) the Solution's functional, performance, and interoperability requirements set forth in any agreement entered hereunder; (iii) the Solution functionality and description provided in Bidder's response to this RFQ, and (iv) to the extent not inconsistent with the foregoing, the Bidder's published specifications and documentation for the Solution. If Agency discovers a non-conformity in the Solution during the Warranty Period, then Bidder shall use commercially reasonable efforts to, at its option, (1) correct the non-conformity, (2) provide a work around or patch that is acceptable to the Agency (a "Fix"), or (3) replace the Solution. If Bidder is unable to remedy a non-conformity within a reasonable period of time, Agency may terminate any agreement related to the Solution effective immediately upon written notice to Bidder. In this event, Bidder shall promptly pay to Agency an amount equivalent to all amounts paid by Agency for (i) Solution license fees; (ii) maintenance, support and service fees; and (iii)

all amounts already paid and not yet rendered for the Solution and/or services not yet delivered to and accepted by Agency. Any replacement or error correction will not extend the original Warranty Period. During the Warranty Period, Bidder will not charge Agency for services, parts, labor or transportation.

- 5) Bidder warrants that all applicable agreements and terms will be provided in Bidder's response. Bidder further warrants that the sale of the Solution and services, and the Agency's use of the Solution, will not be subject to any shrink-wrap, click-through, online terms, or similar agreements. Any terms or agreements that are not executed by an authorized signatory of the Agency will be void.
- 6) Bidder warrants that the Solution does not infringe on any existing intellectual property rights of any third party and that the Bidder has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials, including but not limited to, data to train Generative AI models, owned by third parties supplied or specified by it for incorporation into the Solution.
- 7) Bidder warrants that it has made commercially reasonable efforts to ensure that the licensed copy of the Solution provided to Agency does not contain any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm software, equipment, or data ("Unauthorized Code").
- 8) Bidder warrants that it shall provide all necessary authorization codes necessary for successful installation of the Solution. Bidder also must also provide reauthorization codes to Agency should such codes be necessary for the Solution to remain functional during the Term.
- 9) All content that may be created by Generative AI is a work made for hire under U.S. Copyright law. To the extent any Generative AI content may not be considered a work made for hire under applicable law, as part of the Contract, Contractor assigns to Agency, in perpetuity, all right and interest to such Generative AI content without the need for further consideration. In addition, content created from the Commonwealth provided prompt is not a derivative work of the Generative AI training data. Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that content created from a Commonwealth-provided prompt constitutes a derivative work of the Generative AI training data, Contractor agrees to grant the Commonwealth unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the content for any Commonwealth business.

**K.** The Commonwealth consistently seeks to realize the benefits of new technology, in particular generative artificial intelligence (AI). Contractor must comply with the Enterprise Use and Development of Generative Artificial Intelligence Policy issued by EOTSS on January 31, 2025, as it may be amended from time to time. Please follow this link to the policy:

[www.mass.gov/doc/enterprise-use-and-development-of-generative-artificial-intelligence-policy/download](http://www.mass.gov/doc/enterprise-use-and-development-of-generative-artificial-intelligence-policy/download)

## **VII. Bidder Responses**

Bidders must complete the attached RFQ Response Form (Form 1), a Cloud Terms Table (Form 2) if providing cloud-based products or services (a "Cloud Solution"), a Template Statement of Work (Form 3) if providing professional services, and a Risk Management Form (Form 4).

The responses to this RFQ will be evaluated based on the criteria listed below, in descending order of importance with the most important criteria listed first. The procurement management team may remove from further consideration non-responsive bids and bids that do not include all required items listed in Section VII (Bidder Responses). Prior to such an exclusion, the Agency may request one or more clarification(s) from Bidder. A Bidder's response may be excluded for failure to meet the Agency's budgetary thresholds. Should this RFQ result in a contract with an annual spend amount of less than \$250,000, bids from certified small businesses are highly desired, in accordance with ReOrg Plan S.2937 "An Act to Elevate the Supplier Diversity Office to Ensure Equal Opportunity in State Contracting," and Agency will follow guidance provided by the [Supplier Diversity Office](#) in evaluating Bidder responses.

Any remaining responses will be evaluated based upon:

1. Fit to Requirements of the RFQ
2. Quality of product functionality
3. Time for delivery
4. Price as provided in the Cost Table

## ATTACHMENT A – COMMBUYS Instructions

Interested Bidders must submit their response using COMMBUYS.

Useful links:

- Job aid on how to submit a quote:  
<https://www.mass.gov/doc/how-to-create-a-quote-in-commbuys/download>
- Webcast: [How to Locate and Respond to a Bid in CommBuys](#), which will familiarize bidders with CommBuys terminology, basic navigation, and provide guidance for locating bid opportunities in CommBuys and submitting an online quote.
- Bidders **MUST** have their complete bid fully loaded and submitted prior to the time and date listed in the calendar. COMMBUYS will not allow for bids to be submitted after the posted time.

Bidder may contact the CommBuys Help Desk at [CommBuys@state.ma.us](mailto:CommBuys@state.ma.us) or call during normal business hours (8AM – 5PM, Monday – Friday) at 1-888-627-8283 or 617-720-3197.

### 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 Strategic Sourcing Team (SST) regarding this Bid. All Bidders’ questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the 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 SST 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 PMT 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 Bidder 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 Bidder’s designated email address is not current, or if technical problems, including those with the prospective Bidder’s/awarded Bidder’s computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded Bidder 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 Bidders access to the Bid Q&A page.

## FORM 1 – RFQ RESPONSE FORM

Bidders should avoid including additional components in their responses which are not expressly requested in the RFQ. If multiple options are available and responsive to the RFQ, Bidders must clearly identify the differences in cost and functionality of each option.

### I. Statement of Interest and Contact Information

Company or Organization Name: \_\_\_\_\_ (“Bidder”)

Bidder Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder Contact(s):

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

By submitting this RFQ Response, the Bidder hereby agrees and acknowledges that any agreement resulting from the RFQ will be subject to the documents incorporated therein, as provided in Section IV (Order of Precedence) of the RFQ. The Bidder agrees to all terms of the RFQ including all documents incorporated into the agreement.

### II. References

\_\_\_\_ If marked, Bidder must describe three references to the Agency illustrating examples in which Bidder has provided similar hardware, software, maintenance, and services to organizations of comparable size to the Agency within the last five to ten years, if applicable. Bidder must provide the name and contact information for an individual employed by the customer. Bidders are encouraged to provide references of government organizations within the Commonwealth. Bidder agrees that the Agency or its agents may contact any individual(s) named as references hereunder. References must be submitted in the format specified on the OSD business reference form, which \_\_\_\_\_ is \_\_\_\_\_ available \_\_\_\_\_ at [https://www.mass.gov/files/documents/2016/08/wd/business-reference-form\\_0.doc?\\_ga=2.37941354.891907013.1563542725-372871650.1562964984](https://www.mass.gov/files/documents/2016/08/wd/business-reference-form_0.doc?_ga=2.37941354.891907013.1563542725-372871650.1562964984).

### III. Data Classification

- A. Bidder must describe its information security practices and policies with respect to the Data Types identified in Section V (Data Classification) of the RFQ. Additional documentation may be attached to this Response form.

\_\_\_\_\_  
\_\_\_\_\_

### IV. Business and Technical Response

- A. Description of the specific products/service offered:

\_\_\_\_\_  
\_\_\_\_\_



- B. Description of warranty, maintenance, and support applicable to the products and services listed. Note that warranty, maintenance, and support must be consistent with requirements set forth in the applicable statewide contract.

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- C. Provide an estimate timeframe for delivery of products, and commencement and completion of services once a Purchase Order is issued.

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- D. If Bidder is providing services, provide a list of assumptions on which it is basing its bid.

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- E. Attach an unlocked, editable copy of any relevant license agreement, subscription agreement, warranty or maintenance agreement, technical support description and any other forms or agreements related to the procurement of the Bidder's proposed solution, in MS Word format.

### III. Requirements

Agency may request a product or service by manufacturer name (see section IV) and omit this section. If Agency does not request a product or service by manufacturer name, Agency will complete the following tables regarding requested functionality. Bidders may only propose product versions that are fully released for the open market by the RFQ response deadline.

Software, Software as a Service, Infrastructure as a Service, Platform as a Service

To be completed by Agency		To be completed by Bidder
Priority Level (Mandatory or Preferred)	Description or Functionality	Bidder's Response

- All bids including a cloud-based Solution must include a completed Cloud Terms Table (Form 2).

Services: Setup, Implementation, Configuration

To be completed by Agency		To be completed by Bidder
Priority Level (Mandatory or Preferred)	Description or Functionality	Bidder's Response

Services: Support and Maintenance

To be completed by Agency		To be completed by Bidder
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Priority Level (Mandatory or Preferred)	Description or Functionality	Bidder's Response

- No support or maintenance fee increases will be permitted during the initial term. Bidder must hold support and maintenance rates fixed (no price increases) for a period of three years following the initial term. Thereafter, the costs of support and maintenance for each successive year will not increase more than [3%] of the costs of support and maintenance for the previous year.

Services: Training

To be completed by Agency		To be completed by Bidder
Priority Level (Mandatory or Optional)	Description or Functionality	Bidder's Response

#### IV. Cost Response

The Cost Response listed below must be completed by Bidder and inclusive of any reseller markup. If the response is submitted through a reseller, the reseller must state its markup on each product and service. EOTSS strongly prefers that the services be provided by resources located in the United States. If the resources are not located in the United States, please specify their location in the table below.

**The Selected Vendor agrees that for the duration of this contract, no more favorable price, discount, or rate for the AI Assistant and related services will be offered or paid by any other current or future customer. Should the Selected Vendor offer another customer more favorable pricing, the Selected Vendor will automatically adjust the pricing in this agreement to match those terms.**

Software, Software as a Service, Infrastructure as a Service, Platform as a Service

Product Name	SKU Number	Price for Initial Term or Price Per User	Price for each renewal term		Additional Pricing Information or Volume Discounts

Services: Setup, Implementation, Configuration

Service Name	SKU Number	Fixed Price	Hourly Rate	Additional Pricing Information or Volume Discounts	Location from where services are provided (Country)


Services: Support and Maintenance

Service Name	SKU Number	Fixed Price	Hourly Rate	Additional Pricing Information or Volume Discounts	Location from where services are provided (Country)

Services: Training

Service Name	SKU Number	Fixed Price	Hourly Rate	Additional Pricing Information or Volume Discounts	Location from where services are provided (Country)

Reseller Markup

Bidder must identify the maximum mark-up under the applicable Statewide Contract:	
Bidder must identify the proposed mark-up for this bid proposal, if lower:	

**FORM 2 – CLOUD TERMS TABLE**

**FORM 3 - STATEMENT OF WORK TEMPLATE**

**FORM 4 – RISK MANAGEMENT FORM**