



Statewide Contract

How to Use the PRF56DesignatedOSC02
COMMBUYS Master Blanket Purchase Order

AUDIT, ACCOUNTING, COMPLIANCE, SECURITY AUDITS AND REVENUE ENHANCEMENT AND RECOVERY SERVICES

Category: General Accounting, Specialty Accounting, Audit, Revenue Maximization, Revenue Recovery, and Revenue Auditing Services

COMMBUYS CONTRACT#: PO-15-1079-1079C-1079C-00000001566
RFR#: PRF56DesignatedOSC02
COMMBUYS: Master Blanket Purchase Order
Contract Duration: July 1, 2014 – December 31, 2020
MMARS #: MAOSDPRF56DesignatedOSC02 – Must be used by State Departments on MMARS
Contract Manager: Howard Merkwitz, Deputy Comptroller
Contract Manager Email: PRF56Audit@massmail.state.ma.us
This contract contains: Supplier Diversity Program requirements, Prompt Payment Discounts
Last change date: 07/3/2020

Contract Summary

This contract replaces the Statewide Contract for Accounting and Audit services formerly known as PRF08DesignatedOSC which ended June 30, 2014. The list of services under this new Statewide Contract have been consolidated into the following categories:

ACCOUNTING: General: A full suite of accounting, ancillary and consulting services for government fiscal operations, including but not limited to the development of basic governmental bookkeeping or governmental accounting services, basic forensic accounting services, information technology audits, software, systems or program audits, payroll withholding, tax reporting and other routine tax filing, tax preparation and other tax related services; basic banking and other reconciliation services, change analysis, government reorganization or restructuring analysis and advice; developing internal controls, risk assessments, fraud, waste and abuse prevention, fiscal and financial efficiency related services, financial performance management or development of systems to assist with improved governmental operations.

ACCOUNTING: Specialty: Cost Allocation, Valuations and Appraisals. Including but not limited to, participation in preparation of federal or state indirect cost proposals or cost allocation plans, rate reviews, preparation of actuarial valuations for pensions, other post - employment benefits and workers’ compensation; and asset appraisal or valuation services. Includes all levels of government related cost allocation, valuations, appraisal and actuarial services.

AUDIT: General: A full suite of audit and compliance services including but not limited to audits of governmental financial statements at the state or local level, providing assistance in resolving audit findings, providing assistance in implementing GASB Statements for financial reporting, forensic audits, computer forensic analysis, analysis of financial statement misrepresentation, economic damages calculations, audit or compliance reviews of internal controls, performance management and quality assurance standards, escheat and abandoned property audits, development and validation of corrective action plans associated with audit findings; construction and other contract compliance reviews, and federal, state and local grant audit and compliance reviews. This Contract does not include any services related to the Commonwealth of Massachusetts Audit Contract to review or audit the Commonwealth’s State Financial Reports or Single Audit Reports.

REVENUE ENHANCEMENT/RECOVERY: General: A full suite of revenue recovery and revenue audit services to identify and recover revenue or other funds owed to Eligible Entities, including but not limited to revenue enhancement, revenue maximization, cost recovery, cost containment, cost avoidance, revenue cost recovery, payment reviews, fiscal efficiencies, program or cost reductions or consolidations, and cost savings. Includes all consulting and related revenue identity and recovery services such as data mining, contingent fee cost recovery, eligibility program reviews, identity validation and verification services, fraud reduction services, information technology audits, software, systems or program audits or reviews to identify, enhance or recover revenues, reduce costs or payments, and recover overpayments.

Includes Contractors with advanced software solutions and applications designed to perform data mining, predictive-modeling, analytics, other advanced computer-based analytical techniques and other audit reviews, algorithmic modules, capability to review complex repeated mathematical equations, neural networks or other technology capable of identifying aberrant behavior by providers, clients or other fraud waste and abuse of government funds or programmatic services. Data mining Technology with the capacity to use rules-based or table driven structure, non-linear techniques and pattern analysis, cluster analysis, link analysis, or other non-rule-based techniques. Does not include similar programs already in progress under other contracts.

“RAC” Services. Pursuant to M.G.L. c. 6A, §16 and M.G.L. c. 29, §. 29E and 815 CMR 8.00, the Executive Office of Health and Human Services (EHS) is the principal executive office for developing, coordinating, and administering health and human services within the Commonwealth and, among other things, is authorized to act as the single state agency responsible for administering the Commonwealth’s Medicaid Program and its Children’s Health Insurance Program (collectively, MassHealth) in accord with Titles XIX and XXI of the Social Security Act, M.G.L. c. 118E, and other applicable laws and waivers.

REVENUE RECOVERY: Specialty: Utility, telecommunication or other audits, accounts payable and accounts receivable audits and recoveries either for a fee contingent upon recoveries collected or fee for service basis.

EXCLUDED SERVICES.

The following services are excluded from this Statewide Contract:

- Providing A-133 audit coverage to state departments of the Commonwealth. All state departments are covered under the Statewide Single Audit managed by the Office of the Comptroller and thus are instructed not to contract with outside audit firms to perform an independent Single Audit. Contractors have an affirmative duty to confirm that any engagement sought by an eligible entity does not involve excluded services. Questions on A-133 Audit coverage should be directed to Peter Scavotto, Chief Risk Officer, Office of the Comptroller.
- Consulting services directly involving the Commonwealth’s financial systems or other systems built by the Bidder. The firm should not perform services for an entity that oversees an industry or entity that has a relationship with the firm. Similarly, the firm cannot solicit business from an industry or entity which has been subject to the oversight of an agency with which the firm has an audit relationship.
- Related services are already covered under other Statewide Contracts and these services will not be duplicated under this Statewide Contract. Contractors have an affirmative duty to confirm with the Operational Services Division – Professional Services Procurement Team Leader (617-727-7500) that any engagement sought by an eligible entity does not involve services covered under these Statewide Contracts. For example:
 - consulting services for automated financial systems are already provided under another Statewide Contract.
 - temporary placement audit services (individuals and firms who cannot render formal audit opinions) are provided under another statewide contract.

Vendors (Contractors) must ultimately determine if they will impair in any way the Commonwealth’s Statewide Single Audit under GAO Standards. Contractors have an affirmative duty to confirm that any engagement sought by an eligible entity does not involve excluded services. Selected Vendor’s having any question about whether to accept an engagement under this Statewide Contract should confirm that the performance is appropriate with CTR by contacting the PMT Chairperson.



CONTRACT USER GUIDE



Contract Duration: July 1, 2014 – December 31, 2020

Options to Renew:

Engagements under a Statement of Work (SOW) may be “entered” into at ANY time PRIOR to the end date of the Contract for an authorized Vendor, and may continue until December 31, 2022.

Vendors (Contractors) are required to support any transition of SOWs and to close out any SOW at the direction of the Eligible Entity, including returning any reports, data or other information used during performance and submitting any final deliverables in accordance with the SOW engagement terms.

How To Use this Statewide Contract

Summary of Where to Obtain Important Contract Information

Vendors (Contractors) and Eligible Entities are required to comply with and perform the duties, responsibilities and requirements as outlined under this Statewide Contract. Any of the terms contained in this document may not be amended or modified in writing or by actions or performance without prior written approval of the Office of the Comptroller (CTR). Past practice that does not comply with these specifications shall not be grandfathered.

Eligible Entities can contact any of the Vendors (Contractors) on the Contract to inquire about using their services. The Approved Vendors (Contractors) are located on the "Vendors (Contractors)" page of the contract on COMMBUYS. Click on the eyeglass icon to the right of each Vendor's name to view its qualifications and contact information. At the bottom of the page for each Vendor click on the eyeglass icon to view its pricing. No additional contract documents are required to establish the referral relationship. **Eligible Entities may not sign any additional Vendor documents.** To start the acquisition process of services, please download the Statewide Contract documents:

1. Go to the <https://www.commbuys.com/bs/> website;
2. Select **Contract & Bid Search**
3. Search for: Contracts/Blankets;
4. Enter **“PO-15-1079-1079C-1079C-0000001566”** in the “Contract/Blanket #” field and click “Find it”.
5. The relevant documents that apply to this Statewide Contract and the Forms specific to each Contractor (Response and Pricing) are posted under the “Attachments” tab.
* SEE “Contract User Guide SOW Forms Contacts” to get started.

The relevant documents necessary for use of this Statewide Contract are specified below in the order of contract precedence. All Eligible Entities using this Statewide Contract are required to comply with these terms.

Hierarchy of Contract Documents (Order of Precedence)	
Documents available on www.COMMBUYS.com Under PRF56DesignatedOSC Statewide Contract	
Attachments Tab	
1	Commonwealth Terms and Conditions (each Vendor has executed) (Contact CTR for Executed Copy)
2	Standard Contract Form (each Vendor has executed) (Contact CTR for executed Copy)
3	Request for Response (RFR) PRF56DesignatedOSC (Bid document) as amended, including the approved Statement of Work

Hierarchy of Contract Documents (Order of Precedence)	
Documents available on www.COMMBUYS.com Under PRF56DesignatedOSC Statewide Contract	
Attachments Tab	
	(SOW)/Quote Form published under this Contract.
4	Contract User Guide Including Additional Terms and Authorized Clarifications Addendum
5	Contractors Response Document, including pricing, as amended by Best and Final Offers or Negotiations and any responses to the approved Statement of Work (SOW) Form published under this Contract for a particular engagement, including any other non-conflicting provisions, terms or materials incorporated herein by reference by the Contractor.

Requirements for Competitive Quotes

1. **PRF56 Statement of Work (SOW)/Quote Form.** For purposes of this Statewide Contract, Eligible Entities are required to pre-populate the **PRF56 Statement of Work (SOW)/Quote Form** posted on COMMBUYS for this Statewide Contract with the proposed work to be performed under an engagement. * SEE "Contract User Guide SOW Forms Contacts" to get started.
 - a. **Statement of Work (SOW) Forms.** Note that Contractors are authorized to provide performance solely in their authorized performance categories. There are two (2) SOW Forms:
 - i. Statement of Work (SOW) Audit and Accounting categories
 - ii. Statement of Work (SOW) Revenue Generation and Utility or other Accounts payable Audits.
 - b. **Notice to CTR.** For Statewide Contract management purposes, for State Departments users, Departments and Vendors (Contractors) are required to notify CTR by email to: PRF56Audit@massmail.state.ma.us when a new engagement is contemplated, in particular for audit services for state agencies (to determine if there is any conflict with the Statewide Audit and Financial Reports engagement under CTR) and for all revenue maximization, recovery or cost avoidance engagements. CTR may request periodic reports of all engagements at any time from Eligible Entities and Vendors (Contractors).
 - c. **Review of Vendor Qualifications, Experience and Pricing.** Eligible Entities are required to review the qualifications, experience and pricing of Vendors (Contractors) posted under this Statewide Contract in the category being sought for an engagement in order to determine the appropriate Vendors (Contractors) to submit for Competitive Quotes. Vendors (Contractors) should not be asked to resubmit their entire background of experience and qualification for a Quote, but rather should be asked solely to identify the unique qualifications and experience they have (in addition to what was posted in their original Quote) that makes them suited to perform the specific engagement sought.
2. **Competitive SOW Quotes.** Once the Eligible Entity has pre-populated the appropriate **PRF56 Statement of Work (SOW)/Quote Form**, the SOW should be sent to multiple Contractors authorized for the category of performance sought. In the event the Eligible Entity is currently engaged for the same work under prior engagement with one of the awarded Vendors (Contractors) under the former PRF08, the Eligible Entity may decide to continue the engagement with the same Vendor under a new engagement under PRF56 or repro cure using competitive quotes. Eligible Entities are encouraged to submit SOW Quotes to as many approved Contractors in a category as possible to obtain the broadest range of performance and competition.

- a. **Quotes through Email.** Eligible Entities may issue the SOW Quote through email to the listed contact person or Contract Manager for Vendors (Contractors) in a category as posted on COMMBUYS for this Contract.
 - b. **Quotes through COMMBUYS.** Eligible Entity State departments may also submit the SOW through COMMBUYS using the quotes functionality.
3. Vendors (Contractors) must return the completed unsigned **PRF56 Statement of Work (SOW)/Quote Form** to the Eligible Entity by the deadline identified in the SOW with any required information. There are no other contract forms that need to be submitted as these are already on file with CTR. Copies of any Statewide Contract documents necessary to complete a procurement or contract file may be requested from PRF56Audit@massmail.state.ma.us.
4. The Eligible Entity reviews the **Contractor's Response Document including pricing (#5 in hierarchy of documents above)** along with the **PRF56 Statement of Work (SOW)/Quote Form** to select the best value Contractor for the engagement. Selection may include interviews and negotiations to finalize the engagement performance terms and pricing. Pricing for any SOW engagement may not be greater than prices posted under the Contract and Eligible Entities may negotiate better pricing or pricing to support the engagement. Contractors are limited to providing only the services within the authorized category(ies) for that Contractor.
5. **Updated/Finalized SOW.** Once a Contractor has been selected, the details of the engagement (services to be performed, timeline or schedule of performance completion dates and pricing) should be finalized by updating the SOW that is executed by authorized signatories of the Vendor and Eligible Entity. Eligible Entities may request a copy of the Contractor Authorized Signatory Listing (CASL) from CTR at PRF56Audit@massmail.state.ma.us that is used to validate authorized signatories for a Contractor. The SOW is NOT a separate contract but an engagement under the Statewide Contract PRF56DesignatedOSC2 incorporated by reference herein, and serves as the scope of performance and budget for this engagement. Additional conflicting contract terms and conditions may not be included, referenced or attached to the SOW. Eligible Entity State Departments DO NOT sign a separate Standard Contract Form, only the SOW.
6. **Contract File Additional Documents.** Copies of the Commonwealth Terms and Conditions, Standard Contract Form, Contractor Authorized Signatory Listing (CASL), Prompt Payment Discount Terms (in SCF) are available from CTR and can be emailed to an Eligible Entity upon request to complete the Contract File (for audit purposes) and to validate signatories when executing SOWs. Please email PRF56Audit@massmail.state.ma.us for these documents, and with any questions related to using the SOW and Statewide Contract.
7. **Purchase Options:** Bidders will be paid based upon reaching established scheduled milestones, submission of required reports, data or other documentation in accordance with required scope of service and fees. Eligible Entities reserve the right to withhold payment for any scheduled milestone that is not met until properly completed. Eligible Entities also reserve the right to apply a **retainage** on all payments to ensure delivery of services under the terms of the contract.
8. **Payments by State Departments.** All payments made by State Departments under the state accounting system MMARS MUST be made using the Master Agreement (MA) for this Statewide Contract: **MAOSDPRF56DesignatedOSC2**, and must comply with the [Commonwealth's Bill Payment Policy](#).

9. **Additional Reporting Requirements for Contract Management.** For Statewide Contract management purposes CTR may request periodic reports of all engagements under the Statewide Contract at any time from Eligible Entities and Vendors (Contractors).

General Background Benefits and Cost Savings

- **Contractor Competition** – The Contract provides access to multiple qualified Statewide Contractors in each category each with a variety of experience and services and with competitive rates.
- **Bidder Qualification** – The Strategic Sourcing Services Team (SSST) reviewed each bidder’s qualifications to select the most competitive pool of audit, accounting and revenue generation experts. Selected Contractors demonstrate leading industry standards in audit, accounting and revenue generation services.
- **Standard Procurement** – This Contract provides multiple Vendors (Contractors) to perform the services under the Contract for the duration of the procurement. For the lifetime of the procurement CTR reserves the right to select additional Contractors from the original procurement, for additional work as warranted or to re-open the procurement to procure additional or replacement Contractors.

Vendor List and Contract Information

The awarded Contractors are listed below.

Awarded Vendors (Contractors) – C-1 Accounting - General

ACCOUNTING: General: A full suite of accounting, ancillary and consulting services for government fiscal operations, including but not limited to the development of basic governmental bookkeeping or governmental accounting services, basic forensic accounting services, information technology audits, software, systems or program audits, payroll withholding, tax reporting and other routine tax filing, tax preparation and other tax related services; basic banking and other reconciliation services, change analysis, government reorganization or restructuring analysis and advice; developing internal controls, risk assessments, fraud, waste and abuse prevention, fiscal and financial efficiency related services, financial performance management or development of systems to assist with improved governmental operations.

C-1 ACCOUNTING General	
Clifton Larson Allen LLP	Marcum LLP
Daniel Dennis & Company LLP	McGladrey LLP
David M Christian	Moody Famiglietti & Andronico LLP
Deloitte & Touche LLP	O'Connor & Drew PC
Eide Bailly LLP	Howard N. Olsher
Ernst & Young LLP	Public Consulting Group INC
Grant Thornton LLP	Randall S. Davis & Company LLP
KPMG LLP	

*Please also note that Lynch Malloy Marini, LLP and Powers & Sullivan LLC. are no longer on this Statewide Contract.

Eligible Entities are required to submit the Statement of Work (SOW)/Quote Form by email to **at least four (4) Awarded Vendors (Contractors)** unless the Eligible Entity is currently engaged for the same work under prior engagement with one of the awarded Vendors (Contractors).

Eligible Entities are encouraged to submit quotes to all Contractors in a category to obtain the broadest range of performance and competition. Note that Contractors are authorized to provide performance solely in their authorized performance categories.

Awarded Vendors (Contractors) – C-2 Accounting - Specialty

ACCOUNTING: Specialty: Cost Allocation, Valuations and Appraisals. Including but not limited to, participation in preparation of federal or state indirect cost proposals or cost allocation plans, rate reviews, preparation of actuarial valuations for pensions, other post - employment benefits and workers’ compensation; and asset appraisal or valuation services. Includes all levels of government related cost allocation, valuations, appraisal and actuarial services.

C-2 ACCOUNTING SPECIALTY	
AON Risk Solutions Inc.	
Deloitte & Touche LLP	
Ernst & Young LLP	
Grant Thornton LLP	
KPMG LLP	
MAXIMUS Consulting Services Inc.	
Public Consulting Group, INC	

Eligible Entities are required to submit the Statement of Work (SOW)/Quote Form by email to **at least two (2) Awarded Vendors (Contractors)** unless the Eligible Entity is currently engaged for the same work under prior engagement with one of the awarded Vendors (Contractors).

Eligible Entities are encouraged to submit quotes to all Contractors in a category to obtain the broadest range of performance and competition. Note that Contractors are authorized to provide performance solely in their authorized performance categories.

Awarded Vendors (Contractors) – C-3 Audit

AUDIT: General: A full suite of audit and compliance services including but not limited to audits of governmental financial statements at the state or local level, providing assistance in resolving audit findings, providing assistance in implementing GASB Statements for financial reporting, forensic audits, computer forensic analysis, analysis of financial statement misrepresentation, economic damages calculations, audit or compliance reviews of internal controls, performance management and quality assurance standards, escheat and abandoned property audits, development and validation of corrective action plans associated with audit findings; construction and other contract compliance reviews, and federal, state and local grant audit and compliance reviews. This Contract does not include any services related to the Commonwealth of Massachusetts Audit Contract to review or audit the Commonwealth’s State Financial Reports or Single Audit Reports.

C-3 AUDIT SERVICES	
Clifton Larson Allen LLP	KPMG LLP
Daniel Dennis & Company LLP	Marcum LLP

C-3 AUDIT SERVICES	
David M Christian	McGladrey LLP
Deloitte & Touche LLP	Moody Famiglietti & Andronico LLP
Eide Bailly LLP	O'Connor & Drew PC
Ernst & Young LLP	Randall S. Davis & Company LLP
Grant Thornton LLP	

*Please also note that Lynch Malloy Marini, LLP and Powers & Sullivan LLC. are no longer on this Statewide Contract.

Eligible Entities are required to submit the Statement of Work (SOW)/Quote Form by email to **at least Three (3) Awarded Vendors (Contractors)** unless the Eligible Entity is currently engaged for the same work under prior engagement with one of the awarded Vendors (Contractors).

Eligible Entities are encouraged to submit quotes to all Contractors in a category to obtain the broadest range of performance and competition. Note that Contractors are authorized to provide performance solely in their authorized performance categories.

Awarded Vendors (Contractors) – C-4 Revenue Maximization (Non-RAC)

REVENUE ENHANCEMENT/RECOVERY: General: A full suite of revenue recovery and revenue audit services to identify and recover revenue or other funds owed to Eligible Entities, including but not limited to revenue enhancement, revenue maximization, cost recovery, cost containment, cost avoidance, revenue cost recovery, payment reviews, fiscal efficiencies, program or cost reductions or consolidations, and cost savings. Includes all consulting and related revenue identity and recovery services such as data mining, contingent fee cost recovery, eligibility program reviews, identity validation and verification services, fraud reduction services, information technology audits, software, systems or program audits or reviews to identify, enhance or recover revenues, reduce costs or payments, and recover overpayments.

Includes Contractors with advanced software solutions and applications designed to perform data mining, predictive-modeling, analytics, other advanced computer-based analytical techniques and other audit reviews, algorithmic modules, capability to review complex repeated mathematical equations, neural networks or other technology capable of identifying aberrant behavior by providers, clients or other fraud waste and abuse of government funds or programmatic services. Data mining Technology with the capacity to use rules-based or table driven structure, non-linear techniques and pattern analysis, cluster analysis, link analysis, or other non-rule-based techniques. Does not include similar programs already in progress under other contracts.

C-4 Revenue Maximization, Revenue Recovery, Revenue Audit (Non-RAC)
Deloitte & Touche LLP
Health Management Systems, Inc.
Public Consulting Group, INC

*Please also note that Washington & West LLC is no longer on this Statewide Contract.

Eligible Entities are required to submit the Statement of Work (SOW)/Quote Form by email to **at least two (2) Awarded Vendors (Contractors)** unless the Eligible Entity is currently engaged for the same work under prior engagement with one of the awarded Vendors (Contractors).

Eligible Entities are encouraged to submit quotes to all Contractors in a category to obtain the broadest range of performance and competition. Note that Contractors are authorized to provide performance solely in their authorized performance categories.

Awarded Vendors (Contractors) – C-4 Revenue Maximization (RAC)

Pursuant to M.G.L. c. 6A, §16 and M.G.L. c. 29, §. 29E and 815 CMR 8.00, the Executive Office of Health and Human Services (EHS) is the principal executive office for developing, coordinating, and administering health and human services within the Commonwealth and, among other things, is authorized to act as the single state agency responsible for administering the Commonwealth's Medicaid Program and its Children's Health Insurance Program (collectively, MassHealth) in accord with Titles XIX and XXI of the Social Security Act, M.G.L. c. 118E, and other applicable laws and waivers.

C-4 Rev Max RAC
Health Management Systems, Inc.

*Please also note that Washington & West LLC is no longer on this Statewide Contract.

Eligible Entities are encouraged to submit quotes to all Contractors in a category to obtain the broadest range of performance and competition. Note that Contractors are authorized to provide performance solely in their authorized performance categories.

Awarded Vendors (Contractors) – C-5 Revenue Recovery – Utility, Telecommunication, Accounts Payable Audits and Revenue Recovery

REVENUE RECOVERY: Specialty: Utility, telecommunication or other audits, accounts payable and accounts receivable audits and recoveries either for a fee contingent upon recoveries collected or fee for service basis.

C-5 Revenue Recovery, Telecommunication and Utility Audits, Accounts Receivables Audits
Chambers Advisory Group
Clifton Larson Allen LLP
Deloitte & Touche LLP
Shaheen & Associates INC

Eligible Entities are required to submit the Statement of Work (SOW)/Quote Form by email to **at least two (2) Awarded Vendors (Contractors)** unless the Eligible Entity is currently engaged for the same work under prior engagement with one of the awarded Vendors (Contractors), or unless the other Contractors do not perform the requisite services.

Eligible Entities are encouraged to submit quotes to all Contractors in a category to obtain the broadest range of performance and competition. Note that Contractors are authorized to provide performance solely in their authorized performance categories.



CONTRACT USER GUIDE



Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions;
02. Executive, Legislative and Judicial Branches, including all Eligible Entities and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies;
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education;
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states & territories with no prior approval by the State Purchasing Agent or Office of the Comptroller required;
10. Other entities when designated in writing by the Office of the Comptroller.

Strategic Sourcing Services Team (SSST) Members

DEPARTMENT	Strategic Sourcing Services Team (SSST) Members and Backups (B)
CTR	Howard Merkowitz (Chair)
CTR	BJ Trivedi
CTR	Mike Rodino
CTR	Tim O'Neill
CTR	Tony Yee (B)
CTR	Peter Scavotto
EHS	Mike Berolini
EOL	Male Kamyra
DOT	Mike McLaughlin (B)
DOT	Susan Bristol
SAO	Ken Woodland
TRE	Karen Guida
DOR	Paul Naves
DOR	Joe Bellofatto (B)

Specifications That Apply To All Eligible Entities and Contractors

The following specifications apply to both Vendors (Contractors) and Eligible Entities for use of this Statewide Contract and have been added to clarify the responsibilities of Eligible Entities and authorized Statewide Contractors relative to Statewide Contract PRF56DesignatedOSC2 and are **in addition to** the terms in the Request for Response (RFR) already

incorporated by reference herein. Any terms submitted as part of the procurement process have been reviewed and considered and the following terms have been approved as authorized clarifications. All other terms or attachments submitted as part of the procurement (e.g., identifying warrantees, limitations of liability, copyright or other terms) that have not been specifically identified below have been considered, but not accepted under this Contract.

These terms apply solely to this Statewide Contract and create no precedent for any other engagement outside of PRF56DesignatedOSC. These terms are incorporated by reference into the PRF56DesignatedOSC Statewide Contract and shall apply to any engagement Statement of Work (SOW) entered into between an Eligible Entity of the Commonwealth of Massachusetts and an authorized Statewide Contractor under PRF56DesignatedOSC.

Contractors have agreed by submission of an RFR Response under this Statewide Contract that they have accepted the hierarchy of documents and order of precedence identified in this Section and that any terms forms or other agreement made with any Eligible Entity will be considered void or voidable by the Commonwealth and shall not be binding upon any Eligible Entity, even if services have been accepted under this Statewide Contract.

A Contractor may not require any additional agreements, engagement letters, contract forms, click through agreements, or any other mandatory or automatic additional terms as part of the Statewide Contract that have not been approved by the Office of the Comptroller and any document executed by an Eligible Entity may be deemed void or voidable by the Commonwealth.

Additional non-conflicting terms related to service performance details, that comply with the required terms of the RFR, may be added to a Statement of Work (SOW) engagement, as published for this Statewide Contract, provided the intent or effect of the language does not supersede or replace the language of the Contract and this Contract User Guide.

1) Contact Information and Key Personnel

- a) Corrections to email addresses, telephone or fax numbers are considered informal corrections. Vendors (Contractors) should email all change requests, as well as any additional email addresses they wish to be added for contact purposes to PRF56Audit@massmail.state.ma.us.
- b) All notices, emails or other inquiries to CTR from Vendors (Contractors) or Eligible Entities should be sent to: PRF56Audit@massmail.state.ma.us.
- c) No subcontractor, agent or employee of a Vendor shall directly or indirectly supervise any employee of an Eligible Entity. For the purposes of the Statewide Contract “supervise” shall mean to direct the activities of an Eligible Entity employee on any basis, by direct, verbal or written communication from the Vendor to the employee, by indirect communication through a third-party or by any other means.

2) Fees and Pricing

A Vendor’s fee and rate schedule under the Statewide Contract, shall remain in effect and unchanged for the initial duration of the Statewide Contract. These rates may not be re-negotiated to a higher rate with an individual Eligible Entity but may be negotiated down at any time. Rate schedules are posted on COMMBUYS for each Vendor. Vendors may not be able to provide a national best price or most favored customer pricing due to the unique nature of each engagement. Each SOW will be negotiated based upon the nature of the services and the level of resources required in accordance with the pricing schedule for each Contractor under the Statewide Contract.

3) Travel Time, Travel Expenses and Other Business Expenses

Expenses and travel associated with providing a quote are provided under the fee pricing posted for the contract. Consequently, Contractors may not charge Eligible Entities for expenses and travel associated with providing services except as authorized on the rate schedule for the Vendor approved under the Statewide Contract.

4) Statewide Contract Administration Fee and Report

This Statewide Contract shall **NOT** be subject to a 1% Contract Administration Fee, which is created pursuant to GL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD).

5) Contacting Eligible Entities

Vendors (Contractors) may contact Eligible Entities about services offered under the Statewide Contract. Vendors (Contractors) may market only the services under the Statewide Contract and no other services or terms. Refer to the Commonwealth [website](#) for the following lists: [Listing of Agencies](#), and the [Listing of Cities and Towns](#).

ADDENDUM TO COMMONWEALTH OF MASSACHUSETTS
PRF56DESIGNATEDOSC RFR # S169899
STATEWIDE CONTRACT
**AUDIT, ACCOUNTING, COMPLIANCE, SECURITY AUDITS AND
REVENUE ENHANCEMENT AND RECOVERY SERVICES**



The following language has been added to clarify the responsibilities of the parties relative to the Commonwealth Terms and Conditions under the Statewide Contract for Ancillary Audit and Accounting Services PRF56DesignatedOSC. These terms shall apply to any engagement entered into between an Eligible Entity of the Commonwealth of Massachusetts and an authorized contractor under PRF56DesignatedOSC, provided however that these terms shall create no precedent for future agreements between the parties and may not be considered approved language for any other engagement outside of PRF56DesignatedOSC.

The following paragraph in the Standard Contract Form shall apply to this Statewide Contract. **Indemnification and Limitations of Liability**. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant for these aforementioned claims. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's

entire liability under the contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

For accounting or audit engagements, in the event the limitation of liability conflicts with industry standard which mandate that there can be no cap on damages, the limitation of liability shall be considered waived for that engagement.

Contract Termination or Suspension. Pursuant to Section 4. Contract Termination or Suspension of the Commonwealth Terms and Conditions, the Contractor shall be provided with prior written notice of any deficiencies and a reasonable opportunity to cure, prior to termination or suspension for cause or without cause to cure any breach. An Eligible Entity may determine the appropriate period of prior written notice, which shall not be less than seven (7) business days unless the Eligible Entity determines that immediate for cause termination is warranted under the circumstances.

This section shall not apply to terminations or suspensions resulting from forced allotment reductions due to declining revenues pursuant to M.G.L. c. 29, § 9C or other legislative reductions or changes in spending authority. In the event an engagement is terminated without cause, an Eligible Entity shall pay the Contractor, subject to appropriation, for all reasonable expenses and out-of-pocket costs incurred, including start up costs, during the period up to and including the termination date subject to review and acceptance by the Eligible Entity, which **shall not be unduly delayed or unreasonably withheld. Final costs shall be subject to negotiation and Eligible Entities may require proof of all costs** prior to payment. Travel costs and other similar charges are not automatically compensable under the Contract, but are considered part of the blended base rates and should not be billed separately unless approved in writing in advance of the obligation by the Eligible Entity and the amounts are included as part of the current engagement Statement of Work (SOW). The Contractor may not be paid any amounts which exceed the value of the performance provided and accepted by the Eligible Entity and the Contractor may not adjust invoices or accelerate payments in order to recoup the full value of performance not yet made.

A Contractor may terminate an engagement with 60 days prior written notice unless a longer period is negotiated as part of a SOW, or with 30 days prior written notice in the event continuing the engagement would trigger the contractor's violation of any accounting or auditing standards or practices which result in a conflict.

Deliverables and Work Product. Eligible Entities acknowledge and agree that any advice, recommendations, information or work product provided to them by a Contractor in connection with an engagement under this Statewide Contract is for an Eligible Entity's confidential use. Except as otherwise required by law, such as the public records law, Eligible Entities will not disclose or permit access to such advice, recommendations, information or work product to any other party or summarize or refer to such advice, recommendations, information or work product or to Contractor's engagement hereunder without Contractor's prior written consent. In that regard, subject to Section 11 of the Commonwealth Terms and Conditions, an Eligible Entity will, subject to appropriation and within the limits imposed by law for claims against the Eligible Entity, indemnify a Contractor for damages awarded against the Contractor by any third party to the extent resulting from that party's use or possession of or reliance upon Contractor's advice, recommendations, information or work product proven to be as a direct or indirect result of the Eligible Entity's use or disclosure of such advice, recommendations, information or work product.

The Contractor will retain any copyright or other ownership rights in the software, products or other items already owned by the Contractor prior to the date of the engagement. Deliverables paid for with Eligible Entity funds are considered paid for with public funds and will be presumed to be owned by the Eligible Entity unless appropriate cost

sharing or ownership rights are negotiated by the parties, and this value may be deducted from the performance or maintenance costs under a SOW as a discount, in addition to and not in lieu of any other discounts including prompt paid discounts. Discounts may be credited to any future invoice and deducted without any late penalties, suspension or termination of services.

Eligible Entity Responsibilities. Bidder seeks to clarify the following Eligible Entity Responsibilities. The Eligible Entity shall cooperate with a Contractor including, (i) providing the Contractor with timely access to data, information and personnel of the Eligible Entity as required to complete performance; (ii) providing experienced and qualified personnel having appropriate skills to perform their assigned tasks and duties in a competent and timely fashion to enable the Contractor to complete performance; and (iii) promptly notifying the Contractor of any material issues, concerns, unanticipated delays or disputes with respect to the performance. The Eligible Entity shall be solely responsible for (a) the performance of its personnel and agents, (b) the accuracy and completeness of data and information provided to the Contractor for purposes of performance, (c) making all management decisions and performing all management functions, (d) designating a competent management member to oversee the performance, and (e) evaluating the adequacy and results of the performance. The Contractor’s performance is dependent upon the timely and effective completion of the Eligible Entity’s responsibilities and timely decisions and approvals by the Eligible Entity in connection with performance, provider that all Eligible Entity approvals must be proactive and cannot be implied by the Eligible Entity’s lack of assent within a specified time. Eligible Entities agree not to unreasonably withhold approvals. The Contractor shall be entitled to rely on all decisions and approvals properly documented by approved management members of the Eligible Entity.

With respect to audit services in particular, if circumstances occur related to the condition of the Eligible Entity’s records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or financial information caused by error, fraudulent financial reporting, or misappropriation of assets, which in the Contractor’s professional judgment prevents Contractor from completing the audit or forming an opinion on the financial statements, Contractor retains the right to take a course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement. If Contractor elects to withdraw from the engagement, Contractor must notify the Eligible Entity in writing as to the reason. The Eligible Entity will be obligated to compensate Contractor for performance made under an SOW through the date of termination, or as negotiated by the parties.

Confidential Information. All Contractors are subject to the enhanced privacy terms as outlined in the RFR, including but not limited to Executive Order 504 and G.L. c 93H and 93I. The Contractor will be notified at the time of an engagement if the Contractor will be a holder or have direct or indirect access to personal or other restricted data. The Eligible Entity and the Contractor will outline in writing the protocols necessary to adequately secure this data which will be incorporated into the engagement SOW.

Assignment. Individual engagement SOWs may not be assigned to third-party, even a subsidiary of the Contractor, because participation in the Statewide Contract was competitively procured. 3rd parties, even subsidiaries, have no right to an assignment without a competitive procurement. Contractors may subcontract for services, provided an

Eligible Entity agrees to the assignment, and provided further that the Contractor remains solely responsible for all performance and receipt of payments under the SOW, as outlined in the RFR. An Eligible Entity may assign a SOW contract to another Eligible Entity provided the new Eligible Entity remains responsible for all duties under the SOW. In limited circumstances, the Office of the Comptroller may agree to an assignment of a Statewide Contract if a Contractor is being consolidated, abolished or otherwise having immaterial structural change or when determined appropriate by CTR.

Contract forms or other agreement terms. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of the statewide contract. Additional non-conflicting terms may be added to a SOW engagement provided the intent or effect of the language does not supersede or replace the language of the Commonwealth contracts and this Addendum. The hierarchy order of precedence of this Statewide Contract is as follows:

1. Commonwealth Terms and Conditions
2. Standard Contract Form
3. Request for Response #S169899 (Formerly PRF56DesignatedOSC2) (as amended)
4. This Addendum
5. The Contractor's Response, as amended during negotiations
6. Any other non-conflicting provisions, terms or materials incorporated herein by reference by the Contractor.