

1. OVERVIEW

The University of Massachusetts Lowell is seeking consulting services to support voice services strategic planning for the University. The selected firm will work with the University to study and advise the current voice services department within the university.

The University of Massachusetts Lowell (UMass Lowell) is located in the historic industrial city of Lowell, 25 miles northwest of Boston, with the campus spanning more than 125 acres along the Merrimack River. More than 13,000 resident and commuter students of all backgrounds pursue bachelors, masters, and doctoral degrees as well as professional certificates in the arts, humanities and sciences; education; engineering; health and environment; and management. Internationally recognized for its excellence in science and engineering, UMass Lowell is a leader in nanotechnology and nanomanufacturing, biomanufacturing, bioinformatics and advanced materials. The University is a nationally ranked research university that receives a significant percent of funding from federal agencies and private industry.

More information on the Lowell campus can be found at www.uml.edu.

2. SCOPE OF SERVICE

2.1 Existing Department Evaluation

2.1.1 Phone Charges Review

UMass Lowell is looking for a thorough review our existing phone charges and recommendations for savings.

DELIVERABLES:

- What are your recommendations for reducing costs to our current plan?
- Identify and define all fees and charges. Provide an executive summary of the charges in our phone bills, broken down month by month for the past year.
- Document the current process of monthly bills. Recommendation based on auditory standards
- Document existing toll free numbers in our plan and provide recommendations on the type of plan we should make the university standard.

- Based on our peer institutions, document our current yellow page listings and locations and make recommendations and any enhancement or changes to our current ad strategy.
- Compare our current plan cost to other carriers.

2.1.2 Voice Services Operations

The university is interested in recommendations on the operations of the department.

DELIVERABLES:

- Document current databases used in this department. Provide recommendations for possible opportunities to combine some of these databases and any backup and auditory standards. For each database, what employee qualifications are necessary to maintain the records.
- Document technician adds/moves/changes procedure. Provide recommendations to enhance procedure time or efforts.
- Document current call accountant, voicemail and e911 systems. Make recommendation on best practices for business continuity strategy and auditory standards
- With regards to the current voice services department, provide recommendations on insourcing versus outsourcing of services and associated projected cost and service level ramifications.

2.1.3 VoIP versus Conventional TDM

Currently UMass Lowell is a mixed environment of conventional TDM and VoIP. The university is interested in reviewing and providing recommendations for the current VoIP solution, current voice features used on campus now and in the future, and a methodology for renovating existing space on campus as well as new construction.

DELIVERABLES:

- Document on current VOIP and TDM solution, the percent of VOIP and TDM on campus.
- With respect to our current VOIP solution, what features and functionality would you recommend we implement. Why and what would be your estimated overhead cost and/or staffing ramifications to implement.
- Compare current VoIP solution to industry wide solutions with respect to features and functionality. For each feature and functionality

recommendation, estimated overhead cost and/or staffing ramifications.

- Document key factors for determining which technology to use in renovating existing space on campus and new construction. Provide budget friendly rough per phone costs for these key factors .

2.1.4 Fax Machine Usage

There are hundreds of fax machines across campus and the university is interesting in industry recommendations for this older technology. We will provide the number of current fax machines.

DELIVERABLES:

- What are your general recommendations based on industry standards for this older technology.
- What are the associated costs (direct and indirect) on this department due to fax machines? What enterprise level alternatives are there to eliminate and reduce these costs? What are your recommendations for online fax alternative? Associated cost and staffing and what cost savings for this solution.

2.1.5 Cell Phone Plan Standards

The university has various cell phone plans that vary by department. Given the list of departmental contacts, the university would like a review these various plans and recommendations of any cost savings by standardizing on cell phone service plan including what types of plans we should standardize on.

DELIVERABLES:

- Document the current phone plans (features and costs) by department. Make recommendations on how the university could save money in this area.

2.2 Future Voice Technology Recommendations

2.2.1 Future Voice Technology

The university is looking for recommendations on the future of Voice Technology.

DELIVERABLES:

- Recommendations for voice services department focus for next 3 to five years. Document best practices strategy for business continuity. Also, document what troubleshooting tools, resources, and staff skill sets are necessary for this direction?

- Document comparable university's policies and procedure relative to landline operations.
- University is interested in SIP trunking vs. existing conventional TI and possible cost savings. Document your recommendations based on overhead costs, staffing ramifications and any other relative factors.

2.3 Departmental Charge Backs

2.3.1 Departmental Charge Back Review

Today the university does minimal charge backs for outside non-UML entities for voice services. UMass Lowell is considering expanding this model to cost out technology costs and staffing.

DELIVERABLES:

- Document if and how our peer universities are handling charge backs.
- Document in detail from three peer universities how they are handling charge backs. What back-end tools, staffing and automation are they using to provide this service? What are the operational staffing requirements and other related costs? ? How long ago did they start charging back for these services and how did they roll this out to their campus? What ROI did they experience months later? How did they determine which items should be billable? How did they determine what costs they charge?
- Organize and facilitate the following meetings to discuss why we are looking at implementing charge backs, the pros and cons, case studies of peer universities and solicit feedback on your recommendations. (see required meetings section)
 - Executive Cabinet
 - Deans / Chairpersons
 - Staff Directors
- Provide an executive level document based on required meetings feedback, peer university research and general recommendations.

3. REQUIRED MEETINGS

3.1 Required Meetings

There will be a single point of contact that will be responsible for sending out invitations for these meetings, sending out group reminders, provide meeting minutes to all users and IT staff, and submit proposed slides 7 days prior to each

meeting for approval. Only approved slides will be shown. This single point of contact will not be the presenter. UML will provide list of attendees with appropriate contact information. Information and actions needed from the University should also be identified. Tasks should include:

4. GENERAL REQUIREMENTS

4.1 General Requirements

There will be a designated project manager throughout the engagement. All correspondence and requests will be filtered through this individual. All deliverables for each section be presented via a print-ready electronic file in PDF format along with three (3) hardcopies, and there is to be an in person presentation at the end of the project to appropriate UML staff.

5. PROPOSAL TERMS AND CONDITIONS

5.1 Proposal Requirements

Proposals should identify the team's:

- 1) technical approach to scope of work, tasks, and deliverables
- 2) key technical staff proposed, with organization chart
- 3) leadership, staff and subconsultant management, and collaborative work methods.
- 4) comparable projects descriptions and illustrations, with reference information for the client (contact name and phone number, must include higher education clients)
- 5) proposed project schedule, with interim milestones, deliverable submissions and meetings represented, plus a draft final report from NTP
- 6) Qualifications of firm(s).
- 7) Identify peer universities will you be using for comparison and rational for choosing these institutions?
- 8) succinct resumes
- 9) fee - the fee breakdown should include a labor hour breakdown by task, person and firm.
- 10) required forms

5.2 RFP Required Response and Date:

Please provide a concise proposal, with items 1 through 7 in the list above not to exceed 25 pages (25 page sides, printed double-sided). Items 8 through 10 shall be considered appendices over and above the 25 page count, with no limit. A print-ready electronic file in PDF format should be submitted, plus two (2) hard copies printed double-sided on paper with 100% recycled content. Please use staple binding. No unrecyclable materials (plastic covers, etc.) may be used in the hard copies submitted.

Proposals must be submitted by no later than **Noon (12 p.m.) Wednesday, January 5th, 2010**. The clock in the Purchasing Office at Dugan Hall, UMass Lowell, is the official clock.

Please address submissions to:

Michael Durkin
Associate Director of Purchasing
UMass Lowell
883 Broadway Street
Dugan 204
Lowell, MA 01854
michael_durkin@uml.edu

**MARK SUBMITTAL: "VOICE SERVICES PLAN –
RFP #CL11-MD-0042 (2010)"**

Proposal selection is expected by early 2011; the selected firm will be asked to begin work immediately on execution of a contract.

5.3 UMass Lowell Contact:

All Questions should be submitted electronically via email no later than **5 p.m. on Wednesday, December 15th** and directed **ONLY** to:

Michael Durkin
Associate Director of Purchasing
michael_durkin@uml.edu

The response to questions shall be issued by **Monday, December 20th**.



5.4 Disclaimer:

UMass Lowell reserves the right to reject any and all bids and to adapt the project's specifications based on information received in the course of this negotiation. Information in the proposal deemed proprietary by the vendor should be specifically identified, and will be kept in confidence. UMass Lowell will not be responsible for any costs incurred by a vendor in the preparation and/or production of a proposal.

The University may cancel this proposal at any time under any condition.

5.5 Selection and Notice:

1. Awards shall be let to the proposer who, the University, in its opinion, deems responsive and responsible taking into consideration the reliability of the proposer, the qualities of service and products to be supplied, and their conformity with the requirements and the purposes of which required. While considered, pricing will not be the main factor in selection.

Selection criteria will include the following:

- a. Experience with planning and successful completion of a comprehensive voice services evaluation and plan, preferably for a public university client
 - b. Project leadership with demonstrated ability to meet schedules and budgets while inspiring a team to produce creative ideas and products
 - c. A clear, concise and understandable work process, with precisely defined products
 - d. Evidence of creative, thoughtful and comprehensive planning recommendations in previous work
 - e. Ability to work collaboratively with a diverse client committee
 - f. Value of products delivered for fee proposed
2. The University reserves the right to conduct interviews with finalist firms and to reject any and all proposals, to omit an item or items, or to accept any proposal deemed to be in the best interest of the University.
 3. The University will notify the selected vendor of its decision and will be prepared to enter into a standard University contract and/or issue a Purchase order immediately upon selection and notification that the offer to engage is accepted by the vendor. The University may request clarification of any proposal by phone, e-mail, in writing or during an in-person presentation.



5.6 Contract for Service

The selected firm will be expected to enter into a standard University Contract for Services (Attachment A). Any exceptions to the standard form contract should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

5.7 Entire Agreement:

This proposal represents the entire agreement. Any terms on a contractor's invoice are not a part of and are not merged into the agreement, unless mutually agreed upon by UMass Lowell and the contractor in writing. Any exceptions to the terms and conditions contained within this proposal must be so noted in writing within the contractor's response. Any exceptions taken to the terms and conditions within this proposal may result in the classification of contractor's response as non-responsive and no consideration for award will be given.

5.8 Payment Terms:

All services should be billed in arrears. The University Payment Terms shall be net 30 from the date UMass Lowell receives the invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass.Gen.Laws ch.29, § 29C and with Commonwealth Regulation 815 C.M.R. 4.00.

5.9 Freedom of Information:

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.

5.10 Certification of Non-Collusion:

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

5.11 Compliance with Laws and Regulations:

In accordance with the terms and conditions of this RFP, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice



customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services and products shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

5.12 Equal Opportunity/Affirmative Action:

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action, Title IX, H/V, ADA 1990 Employer and Executive Order 11246, Title 41, Part 60 of the CFR Sections 741.4, 250.4, 1.40, and 1.4 are hereby incorporated.

5.13 Proposal Conditions:

1. Proposal must be signed by an official authorized to bind the vendor to its provisions.
2. This RFP document must be returned and signed as required in section 3.14 *Proposer Representation*.
3. Proposals must remain valid for at least 90 calendar days from the deadline for proposal submission.
4. Late proposals will not be considered. Proposals must be in the Purchasing Department before the date and time specified. Postmarks are not considered in determining late proposals. However, should a late proposal be the only response and if the proposal is also postmarked prior to the date and time of proposal opening, Purchasing may choose to make award to the proposer if it is determined that acceptance of the late proposal is in the best interest of the University of Massachusetts Lowell. When no proposals are received, in urgent circumstances the Purchasing Department may make an award based upon informed competition and without advertising.
5. Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification may be either in writing and signed by an authorized representative of the proposer, or made in person at the Purchasing Department provided in the latter case that the proposer or his authorized representative shows adequate identification. FAX withdrawals, but not modifications, will also be accepted, provided written confirmation by the proposer is mailed and postmarked on or before the date and time set for proposal opening.

5.14 Proposer Representations:

Each proposer by making its proposal represents that:

1. The proposal document and requirements have been read and understood by the proposer.
2. The proposal is based upon the items described in the RFP documents and requirements without exceptions.
3. The proposal has been arrived at independently and is submitted without collusion.
4. The contents of the proposal have not been disclosed by the proposer nor to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.
5. No attempt has been made or will be made to induce any other person or firm not to submit a proposal.

5.15 Required Proposal Signature Forms:

The following forms must be reviewed and submitted with your proposal with the exception of item 4, University Contract for Services Agreement, which must be signed after award.

- 1) Proposal Offer Signature (*Signature Required*).
- 2) Certification of State Tax Compliance (*Signature Required*).
- 3) Anti-Collusion Form (*Signature Required*).
- 4) University Contract For Services Agreement
(Attachment A: *Must be signed after Proposal Award to complete the agreement with UMass Lowell*).



Proposal Offer

Proposers are required to sign this form and submit it with their bid proposal.

To the University of Massachusetts Lowell, the undersigned proposes to provide services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: **CL-MD-0042 VOICE SERVICES PLAN**

The undersigned also hereby declares that it is the only person or persons interested in this proposal, that the proposal is made without any connection with other persons making any bid for the same work; that no person or persons directly or indirectly interested in this proposal, or in any contract which may be made under it, is expecting profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the specifications prepared for this case and herein mentioned. The undersigned declares that, in regard to the conditions affecting the work to be done, this proposal is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Commonwealth of Massachusetts.

The proposed contract compensation/fees are: _____

Company/Firm Name of Bidder: _____

Name of Signatory (Person signing below): _____

Contact Name: _____

Contact Telephone Number: _____

Contact Business Address: _____

Contact City and State: _____

Contact Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date of Offer: _____

Duration of Offer (minimum 90 Days) _____



Required Affidavit of State Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

(Name of Person Representing Company/Firm): _____,

for (Name of Company/Firm): _____,
whose principal place of business is located at:

Company Address: _____

Do hereby certify under the pains and penalties of perjury that the above mentioned named contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Certification of Non-Collusion
Bidders are required to sign below and submit this form with their bid.

A person submitting a bid or a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, Club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal) and Date

(Name of business)

Signature Date:_____

UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS

(P.O. No.) _____
(Bid No.) _____

This agreement is made, entered into, and effective on _____ by and between the University of Massachusetts, _____ (Campus), (hereinafter called "University"), an agency of the Commonwealth of Massachusetts and

(Contractor's legal name and address)
(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following documents, listed in the order of precedence: (1) this **Contract for Services Terms and Conditions**; (2) any **Contract Amendments**, as identified in Section 2, below; and (3) any attached **Scope of Services** as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. **Scope of Services.** The Contractor agrees to perform the following services:

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. "Attachment A, Scope of Services, consisting of 'n' pages"). Only the Scope of Services specifically referenced in this Contract and signed by the Parties' authorized representatives shall apply.

2. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

_____. All amendments attached hereto must be specifically labeled (e.g. "Attachment B, Amendment No. 1, consisting of 'n' pages").

3. **Dates of Performance:** From: _____ To: _____
(Start Date) (Completion Date)

4. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:

(Name and Title)

5. **Payment:**

A. The University shall compensate the Contractor for the services rendered at the rate of \$ _____ per _____ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly _____, Quarterly _____, Other _____ (specify) _____.

D. Reimbursement for Travel and Other Contractor Expenses:

____ All travel and meals are part of this Contract. No reimbursement will be made.

____ Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ _____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

____ Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ _____. OTHER Expenses shall be limited to: _____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

- E. The total of all payments made against this Contract shall not exceed \$ _____.
- F. The University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.
6. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
7. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.
8. **Compliance With Laws.** Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.
9. **Independent Contractor Status.** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.
10. **Contractor's Qualifications and Performance.** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
11. **Termination:**
- A. **Without Cause.** This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
- B. **With Cause.** If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.
12. **Obligations in Event of Termination:**
- A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.
- B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.
13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified

herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
16. **Confidentiality/Privacy.** The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass.Gen.Laws ch. 93H). Personal data and personal information shall be deemed to be “Personal Information.” Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.
17. **Assignment and Delegation.** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations
19. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.
21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.
22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.
24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.
25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.
28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.
29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the University:

To the Contractor:

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS
_____ **(Campus)**

CONTRACTOR
_____ **(Name)**

Sig: _____

Sig: _____

Name: _____

Name: _____

Title: _____
(Authorized University Official)

Title: _____

Sig: _____

Name: _____

Title: _____

Sig: _____

Name: _____

Title: _____