Request for Proposal # CL16-GN-0030
Tririga Work Order Implementation Services
The University of Massachusetts 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 17,000 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.

1. **Overview**

The University of Massachusetts Lowell (UML or “the University”) is seeking consulting advice and assistance for the implementation of IBM’s Tririga Work Order management. The consulting services will include strategic advice, recommendations for configuration options, and implementation assistance. The goal of the project is to ensure a smooth, efficient transition from the current Work Order management system, FAMIS (internally referred to as CAMIS), to Tririga. The University is working closely with the Commonwealth, through the Division of Capital Asset Management and Maintenance (DCAMM). DCAMM currently hosts CAMIS and Tririga and has implemented Tririga in several facilities that it manages directly.

2. **Background and General Information**

A key piece of the implementation will be assisting UML in establishing the University’s implementation within a secure, multi-tenant model as the State rolls out Tririga to other state agencies, UMass Lowell being the first. Other major pieces of this implementation scope include:

1. **Single-sign on:** The University encourages and accepts Work Orders from all faculty and staff. To date, DCAMM’s Tririga implementation has been at sites with relatively few people and environments where a point-person submits Work Orders. The University user base will be many times larger than what DCAMM has dealt with in previous sites. Given the University model, single-sign on will be critical to success. The University anticipates, and is looking for consultant teams with experience in, the creation of users within Tririga in an Active Directory Federated Services (ADFS) setup. This includes the necessity of developing a “dynamic user creation process” within Tririga that can accept the user credentials through ADFS and automatically create that user as a requester within the Tririga system. UML would like the management of roles to remain within the Tririga system and not through Active Directory. Currently the State is implementing WebSphere to be used as the application server; this will need to be factored into the implementation needs.
2. **Volume of Work Orders**: The University handles approximately 30,000 Work Orders per year.

3. **Pace of change**: The University is adding, deleting, and modifying rooms and personnel locations frequently. Establishing an efficient, documented, and verifiable update process will also be critical to success. Key to this is going to be integration with the existing process of updating floorplans at the University through AutoCAD. The University would like to develop an automated process where room inserts/deletes/updates can be through the integration of either AutoCAD or ESRI GIS.

4. **Training**: Transition from the existing CAMIS system to Tririga, while maintaining the University’s high standards for operations and services will be a priority. Proposed approach and schedule should include hands-on instruction tailored to the specific groups, such as the trades, the Service Center, and managers.

5. **Future implementation of other modules**: The current focus and priority is on smoothly replacing the existing Work Order system with Tririga. What configuration options should be considered given potential future implementation of:
   a. Work Order tracking and analysis, within or outside of Tririga
   b. Other Tririga modules, e.g. Space Inventory, Real Estate, Key Management

More detailed topics include:

1. **Capability to move open Work Orders from CAMIS to Tririga**: Currently, the University uses open Work Orders to manage deferred maintenance items. It is critical that open Work Orders be migrated and established as deferred maintenance while others need to be closed or completed.

2. **Work Order routing**: It appears that DCAMM’s current implementation routes Work Orders to/based on buildings. The University will need primary routing based on trades rather than buildings.

   The University is looking for strategic advice and implementation services based on experience with similar institutions for a successful implementation. It is expected that teams will include, or have sub-consultants with, extensive Tririga implementation experience.

   Currently, the University maintains an internally developed, SQL-based space inventory (example attached) that is the University’s system of record for building IDs, room numbers, room use, and department-level usage. The system includes AutoCAD floor plans with attribute data in FMG Plus. Coordination with DCAMM and CAMIS is done through a custom export and handoff of data. Given the high pace of change, including acquisitions, demolitions, new construction, major and minor renovations, updates and handoffs are done frequently. DCAMM, using CAMIS currently, is the system of record for the Commonwealth.

3. **Scope**

   DCAMM has already begun implementation and has targeted January for going live with
Tririga at the University. The University is seeking assistance for up to six (6) months for the following:

- Review current DCAMM Tririga configurations and data schema
- Review UMass Lowell Space Inventory and data update process
- Lead one (1) work session with UMass Amherst (web-based meeting). UMass Amherst has its own implementation of Tririga. UML would like a structured, 1-2 hour web meeting to glean from UMass Amherst’s experiences.
- Develop recommended configuration and data update processes
- Develop implementation schedule with milestones and dependencies
- Develop and test draft single-sign on and Tririga implementation for UMass Lowell, including:
  - Work Order submission and workflow
  - Work Order tracking and reports
  - Migration of open Work Orders
  - Work Order routing to trades
  - Annual deferred maintenance reporting/requests for funding
- Assist in roll out of approved implementation. Lead up to 4 training sessions for groups of users. The University will provide classroom space for instruction. Teams should develop a course syllabus with summary pages and job aids for each trade/user group.

4. **Project Schedule**

Bidders should propose a schedule that is efficient, allows for University and DCAMM review, and, ideally, takes into account the University calendar and should include at a minimum:

- Weekly phone check-ins with core UML team
- Monthly phone/web check-ins with UML and DCAMM team
- Up to one (1) conference call/web-based meeting with UMass Amherst and UML team
- Up to three (3) on site meetings,
  - Kick-off
  - Draft recommendations
  - Implementation assistance

5. **Deliverables**

In addition to participation in the meetings noted above:

- Brief meeting notes with focus on Action Items/responsibilities
- Implementation schedule, with milestones and dependencies
- Summary of existing conditions, UML Space Inventory and DCAMM Tririga: 5-8 page technical memo
- Summary of recommendations: 8-10 page technical memo
6. **Proposal Requirements**

6.1. **Experience and Expertise of Respondents.** Firms responding to this request for proposal should give evidence of significant experience and expertise with Tririga.

6.2. **Required Submittals.** Bidders must include the following information:

1. Proposal narrative describing your approach, five pages maximum
2. Summary or outline describing your relevant experience, five pages maximum
3. Organization Chart, identifying all sub-consultants
4. Resumes of key personnel
5. Proposed schedule
6. Budget, with hours and costs assigned to the deliverables described above
7. Three references

7. **Required Proposal Signature Forms**

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

- Attachment A: Proposal Offer Signature (Signature Required).
- Attachment B: Certification of State Tax Compliance (Signature Required).
- Attachment C: Non-Collusion Form (Signature Required).
- Attachment D: University Contract for Services Agreement (Must be signed after Proposal Award to complete the agreement with UMass Lowell).

8. **RFP Required Response Date**

Please provide a concise proposal in electronic form, no later than 11:00 am on Monday, November 23, 2015, to:

Gary T. Nolan  
Sr. Strategic Sourcing Manager  
Procurement Services  
UMass Lowell  
Wannalancit Business Center, Rm 415  
600 Suffolk Street  
Lowell, MA 01854  
purchasing@uml.edu

Mark Submittal: “RFP CL16-GN-0030 Tririga Work Order Implementation Services”
Project award is expected within a week of receipt and final review of all proposals; the selected firm will be asked to begin work immediately on execution of a contract.

9. Questions and RFI’s

All Questions should be submitted electronically via email no later than 12 noon EST, Friday, November 13, 2015; and directed ONLY to:

Gary T. Nolan  
Sr. Strategic Sourcing Manager  
purchasing@uml.edu

The anticipated response to all questions will be sent to all bidders no later than 5:00 pm on Monday, November 16, 2015.

10. Terms and Conditions

10.1. 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.

10.2 Selection and Notice

10.2.1. Award shall be 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.

10.2.2. The University reserves the right 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.

10.2.3. 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.

10.3 Contract for Service

The selected firm will be expected to enter into a standard University Contract for Services (Attachment D). 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.

10.4 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.

10.5 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. Please state your billing schedule tied to deliverables.

10.6 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 statues will be disregarded.

10.7 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.
10.8 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.

10.9 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.

10.10 Proposal Conditions

10.10.1 Proposal must be signed by an official authorized to bind the vendor to its provisions.

10.10.2 These RFP document must be signed and returned as required in Section 7, Required Proposal Signature Forms.

10.10.3 Proposals must remain valid for at least 90 calendar days from the deadline for proposal submission.

10.10.4 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.

10.10.5 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.

10.11 Proposer Representations

Each proposer by making its proposal represents that:

10.11.1 The proposal document and requirements have been read and understood by the proposer.

10.11.2 The proposal is based upon the items described in the RFP documents and requirements without exceptions.

10.11.3 The proposal has been arrived at independently and is submitted without collusion.

10.11.4 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.

10.11.5 No attempt has been made or will be made to induce any other person or firm not to submit a proposal.
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 equipment and services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: **CL15-GN-0030**

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 undersigned also hereby declares that the pricing and information provided in their response is accurate and binding.

**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):**
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: _______________________________________________________
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: ____________________________

Printed Name of individual submitting bid or proposal: ____________________________

Name of business: ____________________________

Signature Date: ____________________________
UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS

This agreement is made, entered into, and effective on ________________ by and between the University of Massachusetts, Lowell (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:

N/A All travel and meals are part of this Contract. No reimbursement will be made.

N/A 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.

N/A 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.
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: 

Version 5-2010 - CFS
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.

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<th>UNIVERSITY OF MASSACHUSETTS</th>
<th>CONTRACTOR</th>
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