1. **Overview**

1.1. The University of Massachusetts Lowell seeks proposals for a software/hardware product(s) to meet the housing and residence life needs of the University. The product(s) will replace an existing electronic solution for housing assignments and student self-service along with adding new functionality for mailroom and front desk operations. UMass Lowell has an on campus residential population of approximately 4,400 students. The product(s) will be implemented and tested during the summer/fall of 2016 with a “go-live” data of January 1, 2017. There’s also the potential for the awarded vendor/product to be implemented at one or more other campuses within the University of Massachusetts system.

1.2. 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.

1.3. More information on the Lowell campus can be found at [www.uml.edu](http://www.uml.edu).

2. **Business Drivers**

2.1. Increased enrollment and bed spaces in the residential halls, which require a more responsive and scalable solution.

2.2. Increased need to provide students reliable 24/7 access to view information about their housing, submit contracts, select rooms, and other requests.

2.3. Desire to consolidate multiple functions (housing assignments, online self-service, room condition/inventory, mailroom operations, front desk operations, conference services) into one solution.

2.4. Need for end users to perform mobile operations and access solution from a variety of connected devices.
2.5. Cost and time savings through automation of manual processes.

3. Current Environment

3.1. The University of Massachusetts Lowell has an electronic housing management system which handles assignments and self-service functionality for our approximately 4,400 on-campus residents. We currently do not have an electronic mailroom or front desk system.

3.2. The system is currently hosted by University Information Technology Services (UITS) at University of Massachusetts President's Office in Shrewsbury, MA and utilized by two campuses in the UMass system (Lowell and Dartmouth).

3.3. The solution is Oracle based and there is a test and production server for each campus.

3.4. End users are required to use specially configured windows machines to access the system (active x, and internet explorer required) and do not have mobile functionality.

3.5. The system has the following interface connections which are handled as daily batch jobs:
   a. Student information system (Peoplesoft) for room assignment, demographic, and financial data
   b. Access control system (Lenel and Persona) for electronic access control for buildings/rooms
   c. Roommate matching software for incoming first year students (Roomsync)

4. Scope of Service

4.1. Overview
   a. The University of Massachusetts Lowell seeks proposals for a product or a suite of products to meet the needs of the Office of Residence Life.
   b. The University reserves the right to award this bid in part or in whole to the vendor(s) who the University deems provides the best value for products or a suite of products capable of meeting the network requirements listed in this RFP.
   c. Implementation and testing are expected to begin during the summer of 2016 and finalized by the end of fall 2016.
   d. The solution should be fully in place, and staff training provided before the go-live date of January 1, 2017.
   e. The University reserves the right to bid any portion of the equipment under this RFP separately should it be in the best interest of the University.
4.2 Requirements

f. Housing:
   i. Required Functionality
      a. Room assignments (manual and automatic functionality)
      b. Check in/out functionality
      c. Customizable student facing online applications, self-service, and contracting
      d. Online payment gateway integration
      e. Mail merge (printed and e-mail) functionality, both manual and triggered by events
      f. Automatic proration of rates based upon established business practices and rules
      g. Workflow to accommodate business practices
      h. Integrated billing and demographic import/export functionality with Peoplesoft
      i. Integrated reporting, prefer drag and drop interface and ability to run canned reports
      j. Ability to set user permissions individually and group
      k. Ability to integrate with campus SSO/LDAP for students and staff
      l. Ability to integrate with campus access control solutions (Lenel and Persona)

   ii. Desired Functionality
      a. Mobile functionality for students and staff
      b. Room condition and inventory reporting
      c. User specific configurable dashboards for common tasks/reports
      d. Mass update operations supported

    g. Mailroom Operations
       i. Required Functionality
          a. Logging of packages and associated notes/flags
          b. Integrated and automated student notification for packages (e-mail and/or SMS)
          c. Integrated reporting, prefer drag and drop interface and ability to run canned reports
          d. Ability to set user permissions individually and group
          e. Ability to integrate with campus SSO/LDAP for staff

       ii. Desired Functionality
          a. Mobile logging and sign in/out functionality for staff
          b. Barcode scanning/capture
          c. Label printing

    h. Front Desk Operations
       i. Required Functionality
          a. Student verification (student room assignment, notes, picture)
          b. Guest logging sign in/out functionality (both student and non-student guests)
          c. Banned person list/notification upon signing in
d. Integrated reporting, prefer drag and drop interface and ability to run canned reports

e. Ability to set user permissions individually and group

f. Ability to integrate with campus SSO/LDAP

ii. Desired Functionality

a. Campus card integration for guest sign in (magstripe/prox integration)

b. Equipment logging sign in/out functionality

i. Conference Services

i. Required Functionality

a. Room assignments

b. Check in/out functionality

c. Integrated reporting, prefer drag and drop interface and ability to run canned reports

d. Ability to generate accurate, detailed, and exportable billing for bed nights, additional services, and incidentals.

e. Ability to set user permissions individually and group

f. Ability to integrate with campus SSO/LDAP

f. Ability to integrate with campus access control solutions (Lenel and Persona)

ii. Desired Functionality

a. Mobile functionality for staff

j. Warranty, Maintenance and Technical Support: Your response must provide information to the requirements below.

i. A warranty package that includes the following items:

a. 24/7 phone support for system critical issues

b. Issue logging/resolution system

c. Remote desktop support for staff/admin users

d. Updates and bug fixes

ii. Explain your tiers of support and their respective cost.

k. Training:

i. Comprehensive onsite technical and product training for system administrators

ii. Comprehensive onsite product training for end users

iii. Printed/electronic product manual

iv. Availability for reoccurring end user training as needed

v. Fully functional test environment for complete solution

4.3 Services:

a. UMass Lowell may elect to engage the vendor for additional configuration services, the number of hours to be determined after RFP award. Vendor will include an hourly rate for assistance with configuration outside of the proposal.
b. Additionally, provide menu pricing for all other levels of support services provided.

5. **Bid Schedule**

- Request for Proposal Issued: July 8, 2016
- Bidders Questions to UML: July 13, 2016
- Responses to Bidders Questions: July 19, 2016
- Proposals Due: July 22, 2016
- Anticipated Award: August 5, 2016

6. **RFP Response Requirements**

6.1 The following information and forms must be reviewed and submitted via email to purchasing@uml.edu as part of your proposal. Any exceptions to the bidding requirements should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

   a. Completed Proposal, in narrative format, responding to all items in sections 4.2 Requirements and 4.3 Services

   Printed Page size should be 8 1/2" x 11". Type size for text should be at least 10-points.

6.2 Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response is not desired. Unless specifically requested in the RFP, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. Submissions will become part of the official records for this RFP and cannot be returned.

Please provide a concise proposal in electronic form, no later than 12:00 noon on Friday, July 22, 2016 to:

   purchasing@uml.edu  
   Attn: Eleni Pigakis  
   Procurement Specialist  
   UMass Lowell  
   Wannalancit Business Center, Rm 415  
   600 Suffolk Street  
   Lowell, MA 01854

Proposal selection is expected by August 5, 2016; the selected firm(s) will be asked to begin work immediately on fulfillment of orders.
7. **Questions/RFI’s**

7.1 All Questions should be submitted electronically via email no later than 5:00 pm, EST, on July 13, 2016 and directed ONLY to:

   purchasing@uml.edu
   Attn: Eleni Pigakis

For the duration of this bid process, if it is determined that a bidder fails to comply to this requirement and initiates correspondence with any other UMass Lowell staff or representative about this bid process, they may be subject to disqualification.

8. **Terms and Conditions**

8.1 **Disclaimer**
   a. 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.
   b. The University may cancel this proposal at any time under any condition.
   c. Should this bid process result in an offer acceptance, all agreed pricing, terms and conditions between the selected vendor and the University of Massachusetts Lowell shall be extended and made available to the five campuses within the University of Massachusetts system (Lowell, Amherst, Boston, Dartmouth and Worcester) as well as the University of Massachusetts Systems office located in Shrewsbury, MA at each’s discretion.

8.2 **Selection and Notice**
   a. Awards 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.

   Specifically, the following weighed analysis of evaluation criteria will be used:

   i. Ability to Provide a Single Vendor Solution, 20%
   ii. Software and Maintenance Cost 15%
   iii. Software Capabilities 30%
   iv. Ability to Provide Requested Implementation and Support Services 10%
   v. Training 15%
vi. Company Background and Experience  5%

vii. Past Performances and Reputation (References)  5%

b. 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.
c. 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.

8.3 Contract for Service
a. The selected firm may be expected to enter into a standard University Contract for Services (see Attachment D: Contract for Services – Sample). 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.

8.4 Entire Agreement
a. 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.

8.5 Payment Terms
a. 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.

8.6 Pricing
a. Contract pricing shall be made available to the university for a period of five years from the date of award.
b. Prices bid shall be fixed and valid for 1 year from date of award.
c. In years two through five, vendors may request one pricing increase per contract year.
d. Vendor must request price adjustments for service fees and license cost, in writing, 30 days prior to the renewal date.
e. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Boston Area.
f. The CPI price increase shall be capped at 4.0%.
g. If the vendor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the university receives their written request.
8.7 Freedom of Information
   a. 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.

8.8 Certification of Non-Collusion
   a. 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.

8.9 Compliance with Laws and Regulations
   a. 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.

8.10 Equal Opportunity/Affirmative Action
   a. 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.

8.11 Proposal Conditions
   a. Proposal must be signed by an official authorized to bind the vendor to its provisions.
   b. This RFP document must be returned and signed as required in Section 6.
   c. Proposals must remain valid for at least 90 calendar days from the deadline for proposal 
      submission.
   d. 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.
e. 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.

8.12 Proposer Representations
Each proposer by making its proposal represents that:

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

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

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

d. 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.

e. No attempt has been made or will be made to induce any other person or firm not to submit a proposal.

f. In order for the Bid response to be complete the following forms need to be included:

1. Proposal Offer
2. Attachment A – Company Information
3. Attachment B – Affidavit of State Tax Compliance
4. Attachment C – Certification of Non-Collusion
5. Attachment D - University of Massachusetts Contract for Services (may be required by awarded vendor)
Attachment A

Company Information

CL16-EP-0001

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: CL16-EP-0001

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.

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) ________________________________

Attachment B

Required Affidavit of State Tax Compliance

CL16-EP-0001

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: __________________________________________________________________
Attachment C

Certification of Non-Collusion

CL16-EP-0001

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: ______________________________
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
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. 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.”

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)
Sig: _________________________________
Name: ________________________________
Title: _________________________________

(Authorized University Official)

Sig: _________________________________
Name: ________________________________
Title: _________________________________

Sig: _________________________________
Name: ________________________________
Title: _________________________________

CONTRACTOR
____________________________________(Name)
Sig: _________________________________
Name: ________________________________
Title: _________________________________