1. Introduction

1.1 The University of Massachusetts Lowell seeks proposals for an automated package distribution system in two campus buildings comprised of intelligent lockers with automated administrative functions and remote user interface notification system via email and text alerts. Purchase to include: lockers, all computer equipment and computer interface including software, software licensing agreement, installation, training and product support. One bank of lockers will be installed in O’Leary Library and two identical banks of lockers will be installed in Cumnock Hall basement.

NOTE: Two touchscreens and keypads may be needed for this location only.
NOTE: Independent of this bid request, UMass Lowell will procure the services of local contractors who will be responsible for modification of existing campus buildings to accept lockers and supply appropriate wiring, data connections and security cameras. Vendor will be responsible for supplying these contractors with all necessary product technical information and coordination needed for a successful installation. These contracting services are not part of this bid request.

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 Nano manufacturing, bio manufacturing, 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.

2. Scope

2.1 Requirements

a. Hardware:

i. Locker Material: Preferred material is metal case and doors. Will consider high pressure laminate over MDF or comparable materials approved by the University.

ii. Color options must be provided to the university with price differentials for custom colors.
iii. Locker numbers shall be written and meet ADA requirements, including the use of Braille or raised lettering.

iv. South Campus lockers shall start with number 100 and subsequent lockers be numbered in consecutive order. North Campus lockers shall start with number 300 and be numbered in consecutive order.

v. Locker Dimensions: Largest size must accommodate a mail tote 11.5” high, 13.25” wide, 19” deep. Tote may be rotated to 19” wide, 13.25” deep, 11.5” high.

vi. Doors to open 180 degrees from closed position.

vii. Administrative user interface to include: PC with appropriate features, programs, and memory as required for proper locker operations, touch screen or LED/LCD screen with keypad. Bar Code scanner preferred.

viii. Option for audible instruction, plug-in earphones to meet ADA requirements.

ix. Field replaceable LED touchscreen and keypad – not a proprietary product – plug-in type (one additional unit will be purchased for attic stock).

x. Electric locking hardware to be ANSI Grade 1, fail secure, and capable of being field replaceable on failure.

xi. Manual key override for bank of lockers – capable of receiving a Sargent large format interchangeable (IC) key core.

xii. Capacity for uninterrupted power supply for standby power.

xiii. Door hinges must be professional grade and concealed to prevent tampering.

xiv. One locker to include letter slot for drop off option.

xv. Height of all input devices must comply with ADA regulations. Touchscreen placement height not to exceed 54” AFF to top of unit. Layout to include 1 ADA compliant locker for every 10 patron lockers.

xvi. Bidders must provide electrical requirements.

b. **Software:**
   
   i. Bidder must specify if product is an on premise or cloud-based solution.

   ii. Software shall have a central database that can be installed on a virtualized (VMWare) server capable of supporting Windows Server 2012 R2 or as approved. Components requiring Java must be approved by the University.
iii. Remote management of system reporting shall include:
   o Notice to administration on quantity of lockers available. Prefer additional
     warning when supply of available lockers reaches a predetermined “minimum”
     quantity.
   o Client notification via email and text of package delivery, retrieval instructions,
     authorization code and locker number.
   o Notification back to administrator if package remains in locker after a
     predetermined amount of time.
   o Tamper notification back to administrator in the event of forced entry to any
     locker.

iv. Upon package retrieval by client, system shall automatically open appropriate door
    when authorization code is entered. The LED/LCD screen will indicate the box
    number that has opened. System shall automatically reset when package is
    removed and is door shut. In the event of failure, a manual key override shall allow
    the locker to be opened.

v. System shall allow administrator to select appropriate sized ADA lockers from
   “locker size” step on touch screen.

vi. System shall allow clients to be imported /managed via CSV, Tab Delimited, or XML
    files (preferred) or via Active Directory. There should be an option to schedule file
    imports.

vii. Both hardware and software shall have the ability for expansion without the need
    for additional controllers or input devices.

c. **Locker count and configuration:** See attached plan (Attachment F) for North Campus –
   Cumnock Hall and South Campus –O’Leary Library locations.

North Campus – lockers to be located in the basement of Cumnock Hall in two identical
banks of lockers not to exceed 14’-0” Wide x 6’-3” High each. This location may need two
controllers, keyboards, and touchscreens.

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South Campus – Lockers to be located on the first floor of O’Leary Library in one bank of lockers not to exceed 11’-2” Wide x 6’-3” High.

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**d. Network and Compatibility:**

i. Connectivity between the server and the locker units must use industry standard network protocols and utilize the existing network in place.

ii. All communication (user-to-server server-to-locker, etc.) must use industry standard and best practices for security and encryption.

iii. System must be capable of operating in a multi-subnet environment where communication will span across multiple VLANs and pass through one or more firewalls.

iv. Bidder must specify if Power over Ethernet (PoE) is required.

v. Bidder must provide a network diagram showing end-to-end communication from end user to server to locker, including the number of network connections necessary for each set of lockers.

**e. Server Requirements (if hosted on premise):**

- Full server requirements (resource usage, connectivity, etc.)
- Software versions required or preferred
- Java versions required or preferred (strong preference for no Java requirements)
- Network latency requirements
- Communication protocols and ports used for communication

**f. System Service:**
Service level agreement:

i. Live support (phone assistance) M-F 9AM – 5PM Eastern Standard Time required, 24 x 7 preferred.

ii. Field technician assistance shall be available for diagnostics, minor repair and/or replacement of parts within 24 hours of service call. Option to have vendor keep stock on hand of most common replacement parts for immediate repair (I.E. locks, electronic assemblies, touchscreens, keypads, package sensors, etc.).

iii. Major repair work shall not require units to be remove and shipped to repair location. All repair work to be done on site.

g. Training and Support:

i. Training of UMass Lowell Administrative Services and IT staff on hardware and software function, use, trouble shooting, diagnostics and minor repair is required and shall be led by factory representatives.

h. Warranty:

i. Lockers shall be warrantied for no less than 10 years. The technical components that make up the smart locker system will be readily available for at least 5 years. System interface including controller, touchscreen, card reader, locks, and durable peripherals shall be warrantied for no less than 2 years.

i. Delivery, Installation and Training Deadlines:

i. Delivery and placement of lockers and all peripherals by December 12, 2016

ii. System must be installed and fully functional by January 3, 2017

iii. Training, required between January 3, 2017 and January 13, 2017

3. Bid Schedule

- Request for Proposal Issued September 14, 2016
- Bidders Questions Due September 20, 2016 by 2:00 PM EST
- Responses to Bidders Questions September 23, 2016 by 5:00 PM EST
- Bids Due September 29, 2016 by 12:00 PM EST
- Anticipated Award October 05, 2016
4. **Response Requirements**

4.1 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 and acknowledging all items in Section 2.1 Requirements (a. through i.)

b. Attachment A: Price Sheet

c. Attachment B: Proposal Offer (Signature Required)

d. Attachment C: Required Affidavit of State Tax Compliance (Signature Required).

e. Attachment D: Certification of Non-Collusion (Signature Required).

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

4.3 Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response is not desired. Unless specifically requested in this proposal, 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 and cannot be returned.

Please provide a concise proposal in electronic form, no later than 12:00 noon on Thursday, September 29, 2016 to purchasing@uml.edu, Attn: Shari Mowatt

Procurement Specialist
UMass Lowell

MARK SUBMITTAL: “RFP #CL16-SM-0009”

Proposal selection is expected by Wednesday, October 5, 2016; the selected firm(s) will be asked to begin work immediately on fulfillment of orders.

5. **Questions/RFI’s**

5.1 All Questions should be submitted electronically via email no later than 2:00 pm, EST, on Tuesday, September 20, 2016 and directed ONLY to:
purchasing@uml.edu
Attn: Shari Mowatt
Procurement Specialist

5.2 For the duration of this 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 process, they may be subject to disqualification.

6. Terms and Conditions

6.1 Disclaimer

a. UMass Lowell reserves the right to reject any and all proposals and to adapt the project's specifications based on information received in the course of this process. 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 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, at each’s discretion.

6.2 Selection and Notice

a. Awards shall be to the bidder who the University, in its opinion, deems responsive and responsible taking into consideration the reliability of the bidder, 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 evaluation criteria will be used:

- Ability to Provide a Single Vendor Solution
- System Design Solution
- Equipment and Maintenance Cost
- System and Equipment Capabilities
- Ability to meet the schedule
- Ability to Provide Requested Support Services
• Delivery and Implementation
• Training
• Company Background and Experience
• Warranty and Maintenance
• Past Performances and Industry Experience (References)

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 for Services 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.

6.3 Contract for Services

a. The selected firm will be expected to enter into a standard University Contract for Services (see Attachment E: Contract for Services – Sample). Any exceptions to this document should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

6.4 Entire Agreement

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

6.5 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.

6.6 Pricing
a. Price proposals shall be fixed and valid for a period no less than two years in the event we want to expand the existing locker count.

6.7 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 statutes will be disregarded.

6.8 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.

6.9 Compliance with Laws and Regulations

a. In accordance with the terms and conditions of this proposal, the vendor 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 vendor 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.

6.10 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.

6.11 Proposal Conditions

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

b. This proposal must be returned and signed as required in Section 4.

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, the Purchasing Department 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 requests must be submitted via email 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.

6.12 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 Request for Proposal 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.
Pricing – North Campus Locker System:
Lockers $________________________
Computer Equipment $________________________
Software $________________________
System Management (Service Level Agreement) $________________________
License Fees $________________________
Training $________________________
System Installation $________________________

TOTAL PRICE $________________________

*Total Price must include the delivery and warranty as stated in the proposal

Pricing – South Campus Locker System:
Lockers $________________________
Computer Equipment $________________________
Software $________________________
Software Management (Service Level Agreement) $________________________
License Fees $________________________
Training $________________________
System Installation $________________________

TOTAL PRICE $________________________

*Total Price must include the delivery and warranty as stated in the proposal
The proposal includes all Addenda numbered ______________________________

In addition to the bid amounts stated above, we agree to abide by all the terms and conditions set out in this document.

_______________________________________________
Vendor

_______________________________________________
Address
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: CL17-SM-0009

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 their response in Attachments A, B and C are accurate and binding. (See Attachments A, B and C)

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: ________________________________________________
Attachment E

Sample Contract for Services

CL17-SM-0009

***PURCHASING WILL ADD THE STANDARD CONTRACT FOR SERVICES PRIOR TO SENDING THE BID***
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), (hereafter 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...
Choice of Law.


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.


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.

Version 6-2016 - CFS 3
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 lawsuit 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. **PCI Compliance.** If, in the course of its engagement by University, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) and if applicable, Payment Application Data Security Standard (PA DSS) requirements, including remaining aware at all times of changes to these standards and promptly implementing all procedures and practices as may be necessary to remain in compliance with these standards, including promptly notifying the University of its non-compliance, in each case, at Contractor’s sole cost and expense. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI Security Standards Council (PCI SSC) in the performance of their individual and mutual responsibilities under this Agreement.

29. **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.

30. **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.

<table>
<thead>
<tr>
<th>UNIVERSITY OF MASSACHUSETTS</th>
<th>CONTRACTOR</th>
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<tbody>
<tr>
<td>(Campus)</td>
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<td>Sig: ______________________</td>
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<td>Title: ____________________</td>
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<tr>
<td>(Authorized University Official)</td>
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</tbody>
</table>
IDENTICAL LOCKER COMBINATIONS
EAST AND WEST WALLS

NORTH CAMPUS - CUMNOCK HALL

SIZE
SMALL
MEDIUM
LARGE

INTERIOR DIMENSION
HEIGHT
4.9" H
10.5" H
16.25" H

WIDTH
13.5" W
13.5" W
22.5" W

DEPTH
16.5" D
16.5" D
16.5" D

TOTAL LOCKER COUNT
84
50
8

LARGEST SIZE MUST ACCOMMODATE MAIL TOTE 13.25 W x 19 D x 11.5 H
MAY ROTATE TOTE TO SIZE 19 W x 13.25 D x 11.5 H

SCALE FEET
0 6 12 24

NORTH CAMPUS - CUMNOCK HALL

UML Planning Office
Space Inventory

PROJECTED : 9-12-16
DRAWN : 9-12-16
CHECKED : 9-12-16
SCALE : 1" = 16'0"