

INVITATION TO BID
THIS IS NOT AN ORDER

1. The university is an agency of the Commonwealth of Massachusetts and is exempt from any State tax or Federal excise tax.
2. Responses must be received electronically on or before **January 13th, 2017 at 3:00PM** to ewilson@salemstate.edu
3. We will answer your questions and send out an addendum to the RFP if there is more info that will be posted on COMMBUYS and the Salem State University web site.
4. Questions and Responses must be submitted electronically:
**Evelyn Wilson, C.P.M., Director of Purchasing, Salem State University, 352 Lafayette Street
Administration Building, 2nd Floor, Salem MA 01970
Phone: 978-542-7321 Email: ewilson@salemstate.edu**
5. Reference: **RFP 2017-04 Outsourcing ResNet - Wireless and Wired on all emails and correspondence.**

| SPECIFICATIONS | UNIT PRICE | TOTAL PRICE |
|-----------------------------|------------|-------------|
| See Attached Specifications | | |

EQUAL OPPORTUNITY

The contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religious creed, national origin, and/or ancestry. The contractor agrees to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination with respect to the Fair Employment Practice laws of the Commonwealth which are herein made of this contract reference.

Vendor Information

COMPANY

AUTHORIZED SIGNATURE

ADDRESS

NAME TITLE

CITY STATE ZIP

FEDERAL EMPLOYER'S ID CODE 9 DIGITS

TELEPHONE

VENDOR IDENTIFICATION (must be completed)

COMPANY NAME: _____

DBA: _____

Company's Federal Company Federal ID: _____

Address: _____

Remit To Address: _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NO _____ Toll Free or "800": _____

Fax Number: _____

E-Mail Address: _____

Web Address: _____

Name: _____

Title: _____

Authorized Signature: _____

Date: _____

Main Contact: _____

Person responsible for proposal (if different):

SALEM STATE UNIVERSITY
Request For Proposal (RFP)
Outsourcing ResNet – Wired and Wireless

1. Purpose:

Salem State University is requesting formal proposals for an outsourced solution to equip and manage the existing student housing network according to the terms and conditions outlined by this Request For Proposal.

2. Contract Term:

The contract period will be for a term of 10 years including renewal options of 5 years.

3. Bid Submission Requirement

All bids are to be delivered to the place specified no later than the time specified on the proposal forms. All bids shall be submitted electronically, indicating the bid number. The bid shall be signed by an individual authorized to bind the Bidder to the proposed contractual arrangement. Salem State University reserves the right to reject any and all bids, and to waive any informality in bids received when such rejection or waiver is in the best interest of Salem State University.

4. Acquisition Method(s)

The acquisition method to acquire services from this solicitation will be that the university will pay monthly, quarterly or annually. This will be finalized with winning bidder.

5. Qualifications Specifications/Outsourcing ResNet:

Bidder must meet or exceed the required qualification for award.

5.1 Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

5.2 The work performed under this section shall be performed by an experienced Contractor, normally engaged in the business of campus student housing network design, operations, support, maintenance and management. The Contractor shall show proof, as part of the bid, that it has a minimum of 5 years' experience in these areas and has completed projects of a similar size and scope.

5.3 The vendor may subcontract cabling work to the cabling vendor currently used by SSU. Otherwise, must adhere to current Salem State University Low-Voltage Standards.
[https://www.salemstate.edu/assets/documents/ITS/Network_Standards_-_CURRENT\(2\).pdf](https://www.salemstate.edu/assets/documents/ITS/Network_Standards_-_CURRENT(2).pdf)

The University reserves the right to reject any bids submitted by firms without sufficient experience in projects of this size and technical scope.

The Bidder must be able to supply experienced workers to complete the work assignments under the supervision of the Bidder. The University is not responsible for direct supervision of the workers.

Bidder is responsible for being familiar with the campus.

The Bidder further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

The Bidder must be familiar with, and abide by, local laws and ordinances.

Bidder is not allowed to add apprentice labor rate(s) unless the Bidder is a participant of the Commonwealth's Approved Apprentice Program.

Bidder must meet and be in full compliance with all federal, state and local laws and regulations including OSHA Requirements.

Bidder **must** provide two (2) calendar years, 2014 and 2015, of your company's financial records showing annual gross revenue as reported on your income tax records. Bidder must submit such financial records with bid submission. Bidders **must** provide information regarding last bankruptcy and current/pending litigation. Bidder **must** provide information regarding defaults on contracts and the reasons during the past three (3) calendar years.

6. Scope of Work

General Network and Pricing

Interested bidders must complete an onsite tour of installation location between, **January 3-6, 2017**, which may be extended if a weather emergency exists.

Bidders shall provide a proposal to establish and maintain high capacity wired and wireless connectivity for SSU student residents and authorized guests to the Internet or SSU data center; provide all necessary bandwidth to the university residential network (ResNet) as required to ensure excellent end user service levels are met 24 hours a day, 7 days a week; support end user service levels 24 hours a day, 7 days per week; and include annual or more frequent increases in bandwidth as necessary to maintain excellent service levels in the pricing.

Each proposal should be inclusive of all equipment, software, maintenance, toll-free customer support and bandwidth charges. All hardware, maintenance and repair costs must be part of the cost structure. There should be no upfront capital costs. It will be the vendor's responsibility to ensure service levels and to maintain the network operability. The cost structure should be an all-inclusive fee amount per bed/per month based on a 12 month year.

Specification of Ownership of pre-existing or contractor installed equipment at end of contract needs to be defined.

24/7/365 Call Center Support

Bidders shall provide a toll-free customer support call center that is open 24 hours a day, 7 days per week, 365 days per year. Exceptional customer support to SSU students is essential; provide specialized support for gaming consoles, video streaming devices, and wireless printers; gaming consoles should have dedicated bandwidth and accommodate interacting gaming; provide and market a premium service with direct bill from the vendor to students desiring bandwidth capacities above the base offering; provide an on-line facility for sign up, upgrades and/or renewals.

Move-in support

Bidders shall provide expanded call center capacity every summer to accommodate the increased call volume during move in. Additional on-premise support may also be required.

Summer Support

Both wired and wireless support should be fully available and supported during the summer recess periods to address the needs of university summer students, guests and interns.

Full Wireless Coverage

Upon project completion, everyone in the residential community should be able to access ResNet using an 802.11 G/N/A/AC wireless link.

Fully Authenticated, Seamless Network

User login and authentication should be seamlessly maintained between wired and wireless connections. Students should be able to move freely between wired and wireless connections while their service levels and security settings follow them.

Monitoring & Preventative Maintenance

There shall be a single provider, which shall provide 24/7 monitoring of the network to insure network health; perform preventative maintenance as required to insure network reliability, and provide guaranteed SLA per device over contract term (including refreshes to maintain).

Escalation Process and Remedial Maintenance

All student support and problem resolution activities should have a defined escalation process to insure adequate service levels. These procedures should cover service delivery models that include an on-site coordinator as well as service delivery models that do not include an on-site coordinator. The procedures should also address the need for technical support directly from the university technical support staff.

Regulatory Compliance

The preferred arrangement will establish the proposing vendor as the stated ISP to ResNet customers, and the vendor will interface with the customer and copyright holder directly on allegations of copyright violation, DMCA compliance issues as well as RIAA, MPAA and similar notifications. Vendor's registration system will be sufficiently configured to allow specific infringement allegations to be tracked to specific responsible individuals. Individuals associated with alleged infringement will be identified for the university so that, in the case of students, the university can take appropriate action based on established student discipline procedures.

Proposals should address CALEA compliance and describe how such compliance will be achieved.

Timeline & Transition Plan

Bidders shall include a time line and transition plan designed to minimize the service delivery impact associated with the implementation of the proposed solution.

7. Contractor Personnel

The Bidder shall use trained personnel who are directly employed by the Bidder. Bidders must conform to "Salem State University Specifications." The specifications can be found at <http://www.salemstate.edu>, go to Offices and Services, Purchasing, Policies and Procedures.

8. Inspection

The University reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the University representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace same without charge.

If the contract documents, the University, or its agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the University or its agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the University or its agent, or other proper authorities, be uncovered for examination at the Contractor's expense.

9. Warranty of Materials and Workmanship

All material and equipment provided under the Contract shall be listed and labeled for the purpose Intended.

All work provided under this contract shall have, at a minimum, a one year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation. If different please specify.

The Contractor shall provide written warranties for materials installed during the contract period. Warranty Certificates shall be provided to the Chief Information Officer, and the Chief Procurement Officer or their designee.

The Bidder warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new and first class. The Bidder further warrants all workmanship shall be first class and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective.

10. Representation

The Chief Information Officer, or their designee, shall act as representative for Salem State University in any negotiations and/or disputes with regard to this contract.

11. Reference Requirements

Bidder must provide three (3) letters of reference, one (1) from a government entity for public work, one (1) from an educational institution and one (1) from the largest customer in Massachusetts, if available. Bidders must submit reference letters with bid submission. A list of all jobs started and which jobs were completed during the last five (5) years, along with contact information, is also required.

12. Prevailing Wage

Bidders must agree to comply with the Prevailing Wage law as determined by the Commonwealth of Massachusetts. Please see <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/>. All employees of bidders engaged in these activities must be paid at least these rates for any work performed under a Contract resulting from this RFP when working at the University. The Prevailing Wage schedule is attached, Attachment B, and will be updated when necessary. Bidders are required to complete Certified Weekly Payroll Records which can be located by going to the Department of Occupational Safety website at www.mass.gov for further information. Certified Weekly Payroll Records must be submitted with the invoice.

The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to the wage schedule.

Every apprentice must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All Apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level.

13. Insurance

The Bidder **must** take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this Contract. It is the Bidder's responsibility to ensure that their operations are conducted in a safe and secure manner at all times. The Bidder **must** replace/repair, at the Universities sole option, any property damages made during the duration of this contract.

The Bidder(s) awarded contracts pursuant to this RFP **must** have the following insurance coverage listed below and this insurance coverage **must** be maintained during the life of the contract. As part of the response to this RFP, Bidders **must** provide certified copies of all insurance policies currently in place, including Worker's Compensation Insurance, Comprehensive General Liability Insurance and Comprehensive Business Motor Vehicle Liability Insurance, as identified below. Prior to beginning work pursuant to this RFP with a subcontractor, the Bidder **must** provide the University with certified copies of each subcontractor's insurance policies, which must meet the same insurance coverage levels for the Bidders as required under this RFP. Any policy limits set below shall not be interpreted to limit the Bidder's liability for personal or property damage in the performance of this Contract and the Bidder shall remain fully liable for any personal or property damages in the performance of this Contract.

a. Workers Compensation Insurance

By signing the Commonwealth Standard Contract Form and Instructions (found at www.mass.gov/comptroller/docs/forms/contracts/standard-contract-frm.doc) the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation insurance as required by M.G.L. Chapter 152.

b. Comprehensive General Liability Insurance

The Bidder and all subcontractors, at their own expense, **must** maintain during the life of the contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); Independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. The policy **must** identify the Commonwealth of Massachusetts as an additional insured. All insurance coverage shall be written for not less than the following policy limit: one million (\$1,000,000) per each occurrence and one million (\$1,000,000) aggregate.

c. Comprehensive Business Motor Vehicle Liability Insurance

The Bidder and all subcontractors, at their own expense, **must** maintain during the life of the contract comprehensive business motor vehicle liability insurance written on an occurrence basis with no deductible, including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicle. Such coverage shall be in accordance with applicable law and including, but not limited to, the automobile insurance regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Bidder may maintain its principal place of operation and/or staff or maintain personnel or equipment. All insurance coverage shall be written for not less than the following policy limits: \$1,000,000 per each occurrence; \$1,000,000 aggregate.

The general liability and motor vehicle insurance required by this RFP may be arranged under single policies for the full limits as set forth above or by a combination of underlying insurance with the balance of the limit amount provided by excess or umbrella insurance policies. All excess or umbrella insurance policies shall follow form, with exclusions or reductions in coverage over the primary liability insurance policy. All policy limits for insurance coverage required by this RFP shall be exclusive of litigation costs and attorney's fees. All policies **must** state that

bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy, and **must** state that the insurer is liable for payment of amounts within any deductible applicable to the policy, with the right of reimbursement by the insured for any such payment made by the insurer.

14. Construction Law Compliance

All work performed under this contract must comply with the Massachusetts construction laws.

The University reserves the right to amend these specifications at any time based on changes in construction laws and policies. The Contractor will be required to comply with such amended specifications.

15. General Specifications

a. Specification Amendments and Service Restrictions

At the inception as well as throughout the life of the contract, the University reserves the right to amend service specifications as well as restrict or phase out service in order to comply with new policies, laws and regulations; minimize human health risks; or in other cases, in the best interest of the University.

b. Labor/Material Specifications

Bidder must meet the following requirements:

Business Hours are defined as Monday through Friday 7:00 a.m. – 5:00 p.m. Non-Business Hours are defined as hours not covered under business hours. Apprenticeship if applicable must provide a copy of the Apprentice Card.

16. Service Call Responsibility

Contractors **must** respond to service calls if requested by the University and be available 24 hours per day, 7 days per week, and 365 days per year (24 x7x 365).

Emergency Calls – Contractors must respond within one (1) hour of initial call as directed by the Assistant Vice President, Chief Information Officer, Deputy Chief Information Officer, Director of Student Life, Capital Planning and Facilities Maintenance; the Director of Facilities; or his/her designee.

Service Calls – Contractors must respond by phone within one (1) hour and establish a mutually agreed arrival time.

The Contractor will assess the problem to the best of the Contractor's ability over the phone with the Assistant Vice President, Chief Information Officer, Deputy Chief Information Officer, Director of Student Life, Capital Planning and Facilities Maintenance; the Director of Facilities; or his/her designee.

Failure to arrive at the University location without a qualified service person may be considered an unacceptable service call. Contractors must not charge for an unacceptable service call and the University will not be required to pay for an unacceptable service call.

17. Bidder Forms, Contracts and Other Documentation

As part of any service agreement, Bidders are prohibited from requiring the University to sign any forms, contracts or other documentation that contains any terms or conditions not expressly approved by the Chief Procurement Officer prior to their execution. In their responses, Bidders **must** include any documents they intend to ask the University to sign for review by the Chief Procurement Officer. Bidders **must** agree to modify such documents in a way that is acceptable to the University.

18. Security

Based on applicable security laws, regulations and policies, the University reserves the right to require the Contractor to comply with a range of additional requirements or standard operation procedures.

Contractors **must** comply with such security requirements at no charge to the University.

Contractors are required to adhere to security clearances. Background checks, including Criminal Offense Record Information (CORI), may be requested at any time by the University for individuals performing any work under this contract. Contractors are not allowed to charge the University for any cost associated with security clearance or down time in processing security clearance.

19. Safety Policies and Personal Protective Equipment

The Contractor **must** ensure that all parties involved under this contract observe the applicable safety policies and are trained on safe work practices, job hazards, and applicable University standard operating procedures.

The Contractor is responsible for ensuring the safety of their staff by providing the necessary Personal Protective Equipment (PPE). Whenever required, Contractor staff **must** wear and have PPE in their possession.

20. Special Conditions

The University is a smoke-free facility, and smoking is not permitted anywhere on the grounds. Contractors **must** ensure that any worker or technician assigned to work at these locations is fully educated as to the University's regulations and rules.

The Contractor must submit Material Safety Data Sheets (MSDS) if requested by the University at any time.

21. Request for Quotes/Facility Site Inspections

Any Contractor awarded a contract as a result from this RFP will not charge for quotes or site inspections in preparation of a quote. The University will NOT be required to pay charges for quotes or site inspections. Contractors must conduct a site inspection if requested by the University at no charge to quote a project.

22. Job Pricing

Pricing Project Quote Based/Projects

Project based pricing will be **inclusive** of all Contractor employees, approved sub-contractors, labor, material equipment, supplies, travel, all applicable permits and any other costs to complete the project. The University will provide the scope of work to the Contractor. The Contractor must provide the University with certified payroll record (prevailing wage) with each submitted invoice because this is a prevailing wage job.

The University will not release payment until project completion is in full compliance and signed off by the University. The University may request additional information from a Contractor at any time. It is required the Contractor furnish any and all information that has been requested to the University within the time requested.

23. Anticipated Service Disruption

Contractors **must** coordinate with the University for any anticipated service disruption. If anticipated disruption is scheduled, the Contractor will provide as much notice as possible.

24. Clean Up

The Contractor is responsible for cleaning the work area after the project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition each day. If the work area cannot be left in a safe condition the Contractor must notify the Assistant Vice President, Capital Planning and Facilities Management; Director of Facilities; or his/her designee for advice as to how to leave the area in a safe condition before leaving the job.

25. Environmental Purchasing

Executive order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order can be seen at http://www.mass.gov/Agov3/docs/Executive%20Orders/executive_order_515.pdf.

26. Prompt Pay Discounts

All Bidders must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. Bidders must submit agreeable terms for Prompt Payment Discount unless otherwise specified by the Chief Procurement Officer. The Chief Procurement Officer will review, negotiate or reject the offering as deemed in the best interest of the University.

The requirement to offer a PPD may be waived by the University on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in the Response.

27. Billing/Invoicing

The Bidder **must** agree to timely and correct billing for products and services under this contract. The University **will not** tolerate consistent and continual erroneous or untimely billing. Such behavior on the part of the Contractor may result in the removal of the Contractor from the existing contract for poor performance.

The Bidder **must** provide a contact person who will be knowledgeable and available to resolve outstanding billing issues and is trained in and familiar with both the terms and conditions of the procurement requirements.

The Bidder **must** agree that invoices to the University for products and services shall be delivered in the current fiscal year (July 1 to June 30th) and be reconciled by July 30th to ensure payment from appropriate budgets.

The Contractor **must not** submit invoices for products and services that do not fall under this contract

The Contractor **must not** submit invoices for billing prior to services.

The Contractor **must** submit invoices directly from the Bidder to the University and not through a third party payer.

The Contractor **must** submit invoices for services performed. No services will be paid until after services are rendered, including monthly monitoring services.

Invoices for all service **must** have a separate line item within the invoice for all elements. Contractors may be **required** to provide additional detail history of invoice.

The invoice **must** include the quantity of each item, a description of each item and the cost for each item in a simple report format understandable to the "lay person". The use of "codes" in place of product description **will not** be acceptable in the Contractor's invoice, although the Contractor may list associated

billing codes for its own use.

28. Incorrect Invoices

The bidder must agree to the University's instructions when dealing with incorrect invoices, as follows:

In compliance with the Office of the State Comptroller' Expenditure Guidelines, Agencies may apply reasonable standards of invoice verification.

Incorrect invoices from Contractors, whether paper or electronic documents, shall be returned to and corrected by the Contractor and not adjusted by University staff.

A correct invoice **must** be received by the University within 60 days of the date of dispute to be paid.

There **must** be evidence of a permanent solution to the error condition. Non-recurrence of the error condition will be considered an acceptable solution.

If the error is found to be inherent in the Contractor's billing system, a correct bill is still **required**.

If these instructions are not met, the Contractor will assume responsibility for the charges.

29. Payments to Vendors

Payments received by the Contractor must be appropriately posted to the University's account for which the payment was received. The Contractor **must** not create a single "Salem State University" account to which it will post received payments.

The Contractor shall provide, at the request of the University, written reports to demonstrate the Contractor's account receivables procedures including a payment history of the University.

30. Audit of Records

The Bidder agrees to allow State and Federal auditors and state agency staff access to all the records related to this contract, and the right to copy these records, for audit, inspection and monitoring services. Such access will be during normal business hours or by appointment.

If there are findings or other irregularities as a result of an audit, the cost of the audit will be assumed by the Bidder and the audit will be performed by an independent auditor designated by the University. If it is discovered in an audit that the University has been over charged, or the Bidder is selling or providing service not in the scope of this contract, the Bidder may be **required** to make a monetary reimbursement to the University. The Bidder may be suspended from selling or providing service until payment is made. The Bidder will be required to send in monthly reports for compliance, until otherwise determined by the University.

31. Supplier Diversity Program (SDP) Plan

Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFP, either as prime vendors or joint venture partners. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their Response for evaluation. The specific Supplier Diversity Program (SDP) requirements for this procurement can be found at <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/>. The Supplier Diversity Program (SDP) Plan form **must** be included in your response.

Resources available to assist Bidders in finding potential M/WBE partners can be found at: <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/>.

32. Requirements for Doing Business After a Contract Has Been Awarded

The requirements below are specific to the contract, if any, awarded as a result of this RFP.

FINAL CONTRACT

The agreement, if awarded, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, which include but are not limited to the items identified in the [Commonwealth of Massachusetts Standard Contract Terms and Conditions](http://www.mass.gov/osd) (OSD Forms are available at <http://www.mass.gov/osd>). Attached forms must be completed and signed by applicant. Salem State University intends to use this RFP and the successful proposal as a basis for the agreement.

a. Performance Measurements

Any and all work performed through the duration of the contract must be guaranteed by the contractor to be completed in a workmanship-like manner and according to applicable codes and industry accepted standards. Contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Departments within the University may be surveyed as to their satisfaction with the contractor's performance under the contract. Contractor performance will also be evaluated based on the number of complaints received from departments. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of the Contractor's contract. Financial reports will also be utilized to evaluate performance on an ongoing basis. Failure to submit the required reports in a timely and accurate manner may lead to early termination or non-renewal of the contract.

b. Security and Confidentiality

The Contractor shall comply fully with all security procedures of the University in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the University.

c. Contractor Transition

In cases where the University is changing Contractors, after the expiration or termination of this contract, or after the expiration or termination of any service agreement or lease established based on this contract, the Contractor **must** ensure the continuity of product supply and/or service needed for the University's operation. The Contractor **must** agree to work with the University to schedule deliveries and other operations in a manner that would ensure that the operations of the Universities facility are not disrupted.

33. Contract Management/Change Notification

The awarded Bidder **must** notify the University's Chief Procurement Officer within five (5) business days of any changes in contract management or contact information. Such changes may include changes to the Bidder's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SOMWBA-certification status, or EFT information **must** be promptly reported via email to the Chief Procurement Officer. In some cases additional paperwork will be required to effect the change. The University is not responsible for missed communication if the Bidder has failed to update information.

34. Subcontractors

Prior approval of the Assistant Vice President, Capital Planning and Facilities Management, Director of Facilities, Chief Information Officer, or their designee is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

35. Identification and Approval of Subcontractors & Joint Ventures

See Commonwealth Terms and Conditions at <http://www.mass.gov/mova/docs/voca/commonwealth-terms-and-conditions.pdf>

36. Failure to Perform Contractual Obligations

Problems with service quality, documentation, customer service and/or failure to adhere to any provisions of this RFP or the University's standard operating procedures are grounds for any or all of the following actions.

The Chief Procurement Officer will inform the Contractor of non-compliance with the contract. A

specific period of time will be provided for the Contractor to correct the situation. If the situation has not been corrected in the allotted time period or if the problem reoccurs, the Chief Procurement Officer may impose penalties including but not limited to the ones listed below:

Requiring the Contractor to credit the University based on the period of time when the quality of service was unsatisfactory.

Issuing penalties, including, but not limited to the estimated cost of any remedial action incurred by the University.

Suspending the Contractor until the problem is solved.

The Chief Procurement Officer will make the final decision regarding any conflicts between the University and the Contractor.

37. Audit

During the term of this Agreement and for a period of six years thereafter, the University, Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid the University, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

38. Other Terms

Bidders are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

39. Minimum Bid Duration

Bidders' Responses to this RFP **must** remain in effect for at least 90 days from the date of Response submission.

40. Ownership of Submitted Responses

The University shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFP. All materials submitted by Bidders become the property of the University and will not be returned to the Bidder. The University reserves the right to use any ideas, concepts, or configurations that are presented in the Bidder's Response, whether or not the Response is selected for Contract award.

41. Prohibition Regarding Contract Terms

Bidders **must not**, as part of their bid Responses, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFP. It is essential for the University that the contractor can be depended upon to incorporate the same terms and only those terms.

42. Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the University regarding this RFP; no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Bidders may contact the contact person using the contact information provided on the front page of this RFP.

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Bid Response, the Bidder certifies that the Response has been arrived at independently and has been submitted without any communication, collaboration, and without any agreement, understanding or

planned common course of action with any other Bidder of the commodities and/or services described in the RFP.

43. Public Records Law

All Responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law. M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted Responses that are inconsistent with these statutes shall be disregarded.

44. Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFP information in an alternative format, **must** communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation **must** submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFP. The University reserves the right to reject unreasonable requests.

45. Best Value Selection and Negotiation

The University may select the Response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the goals of the procurement. The University and a selected Bidder may negotiate a change in any element of the Contract performance or cost identified in the original RFP or the selected Bidder's Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original response.

46. Commonwealth Tax Exemption

Payment vouchers or invoices submitted to Massachusetts government entities **must** not include sales tax. The University's tax exemption form will be supplied to the winning bidder.

47. Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor **must** notify the Chief Procurement Officer by e-mail immediately.

The University assumes no responsibility if a Contractor's designated email address is not current, or if technical problems, including those with the Contractor's computer, network or internet service provider (ISP), cause e-mail communications between the Contractor and the University to be lost or rejected by any means including e-mail or spam filtering.

48. Contractual Status

Each order or service contract established as a result of this RFP shall be considered a separate Contract between the University and the Contractor and shall be deemed to incorporate all of the terms and conditions of the Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this RFP and any amendments, or the Bidder's Response, may be included in an order or service contract.

49. Publicity

Any Contractor awarded under this RFP is prohibited from selling or distributing any information collected or derived from this Contract, including lists of participating entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the University.

50. Commonwealth Standard Contract Form

Signature required **if notified of Contract award**. By executing this document, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFP that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by University. Also, the terms of the RFP, the Bidder's Response and any negotiated terms shall be deemed accepted by the University and included as part of the Contract upon

execution of the Commonwealth Standard Contract by the Vice President of Finance and Business or his/her designee. The Commonwealth Standard Contract can be found at www.mass.gov/comptroller/docs/forms/contracts/standard-contract-frm.doc

Only those sections of the Contract preceded by “→” should be completed by the Bidder. If the Bidder does not have a Vendor Code or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank.

Signature and date **MUST** be handwritten in ink, and the signature **must** be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See Below). Again this is for the winning bidder only to complete.

51. Commonwealth Terms and Conditions

To be signed, **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFP or Contract, a copy of this form may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFP.

This form **must be** unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address **must** appear on this form, and **must** be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form). www.mass.gov/mova/docs/voca/commonwealth-terms-and-conditions.pdf

This will be required of the winning bidder.

- 52. Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)** Signature required; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments will be sent. The Company's correct legal name and legal address **must** appear on this form, and **must** be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S. Treasury's version of the W9 Form.

53. Contractor Authorized Signatory Listing

Signature, **if notified of Contract Award**, complete as directed below and submit on paper with original ink signature and date.

In the space for “Authorized Signatory Name” and “Title,” type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible as Contractors will be required to notify the Chief Procurement Officer of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an “Authorized Signatory,” that person's name **must** be included as an “Authorized Signatory.”

With regard to the next paragraph, which begins “I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor..,” if your organization does not have these titles cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and e-mail should be typed or handwritten legibly. The Contractor Authorized Signatory Listing can be found at <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/>, click on the forms link.

54. Executive Order 504 Contractor Certification Form

Complete Form. The form can be found at <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/>, click on the forms link.

55. Additional Environmentally Preferable Product/Practices

In line with the Commonwealth’s efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders **must** complete this form and submit it with their RFP Response. The form can be found at <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/>, click on the forms link

56. Prompt Payment Discount Form

Complete this form as directed below and include with submission. The form can be found at <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/>, click on the forms link.

Pursuant to the Prompt Payment Discount terms set forth in the RFP and on the Prompt Payment Discount form itself, all Bidders **must** execute this form. After entering the “Bidder Name” and “Date of Offer for Prompt/Early Payment Discount”, the Bidder **must** identify the prompt payment discount(s) terms by indicating the “Percentage Discount off the Proposed Pricing” and the “Turn-around-time for Payments.” In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder **must** document this fact and provide supporting information.

57. NOTICE TO RESPONDENTS

Submittal Deadline

University will accept proposals submitted in response to this RFP until 3:00 PM, Eastern Daylight Time on Friday, January 13, 2017.

58. University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact by e-mail only: **Evelyn Wilson, C.P.M., Director of Purchasing, Salem State University, 352 Lafayette Street Administration Building, 2nd Floor, Salem MA 01970** Email: ewilson@salemstate.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the University Contact. The University Contact must receive all questions or concerns no later than December 20, 2016. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

59. Criteria for Selection

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the best value overall to the University. The successful Proposer is referred to as the “Contractor.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services. Proposers are strongly encouraged to provide the University with a demonstration of the proposed product(s) in order to demonstrate the ability of the proposed product to meet the functional needs of the application.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of the Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by the University in evaluating proposals and selecting the Contractor shall include, but not necessarily be limited to, the following factors:

- the cost of goods and services;
- the reputation of the Proposer and of the Proposer's goods or services;
- the quality of the Proposer's goods or services;
- the extent to which the goods or services meet the University's needs as defined in the Proposer's past relationship with the University;
- the impact on the ability of the University to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
- the total long-term cost to the University of acquiring the Proposer's goods or services;
- Proposer's experience with similar university installations
- Proposed hardware, operating system, database, middleware and web server platforms

60. Key Events Schedule

| Key Events | Date |
|--|-------------------------------|
| • Issuance of RFP | December 2, 2016 |
| • Pre-proposal Teleconference | December 12, 2016 |
| • Deadline for Questions/Concerns | December 20, 2016 |
| • Onsite Tours for possible vendors | *January 3-6, 2017 |
| • Submittal Deadline | January 13, 2017, 3:00 pm EST |
| • Contract Signed | March 1, 2017 |
| • Onsite Installation | May 22, 2017 |

*May be extended due to weather emergency.

61. Indicate below at least three (3) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract and who conforms to the requirements for references for this specification.

REFERENCES:

CLIENT NAME AND ADDRESS

CONTACT PERSON AND PHONE NUMBER AND E-MAIL ADDRESS
