



REQUEST FOR PROPOSAL

Strategic Enrollment Planning for New Student Growth

Request For Proposal

RFP SSU 2024-02

Issued: Monday, August 14, 2023

PROPOSAL DUE DATE: Monday, September 25, 2023, at 3:00 PM (Eastern Standard Time)

SUBMITTED BY SALEM STATE UNIVERSITY

Purchasing Department

The terms of 801 CMR 21.00: Procurement of Commodities and Services is incorporated by Reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. All terms, conditions, requirements, and procedures included in this RFR must be met for a Response to be determined responsive. If a Bidder fails to meet any material term, condition, requirement or procedure, its Response may be deemed unresponsive and disqualified. ALL Responses must be submitted in accordance with the specific terms of this RFR.

RFP Schedule of Events

| | |
|--|--|
| Issue RFP | Monday, August 14, 2023 |
| Questions from Vendors Due | Monday, August 29, 2023, by 5pm (EST) |
| Answers from Salem State Due | Monday, September 18, 2023, by 5pm (EST) |
| Proposal Due Date | Monday, September 25, 2023, at 3pm (EST) |
| Finalist Vendor Presentation (If selected) | Week of October 29, 2023 |
| Contract Award | November 2023 |
| Implementation | Spring 2024 |

Attachments

Appendix A: Commonwealth of Massachusetts Standard Contract form and Terms and Conditions for Information Technology. To be executed with the successful vendor awarded the contract derived from the completion of the RFP process. No revisions to these documents are permitted. **Template document attached must be acknowledged, signed, and returned with Pricing submission.**

Introduction

Salem State University is initiating this request for proposal (RFP) to solicit responses from qualify firms to provide new enrollment growth optimization services for traditional undergraduate freshmen and transfer student populations and marketplace, including financial aid leveraging and optimal net tuition revenue.

University Background

Salem State University, established in 1854, is a comprehensive, public institution of higher learning located approximately fifteen miles north of Boston, Massachusetts. One of the largest state universities in the Commonwealth, Salem State enrolls about 7,000 undergraduate and graduate students. It offers thirty-two undergraduate programs and graduate programs that offer degrees in twenty-four fields. The university also has a continuing education division that offers both credit and non-credit programs.

Salem State proudly participates in the National Study of Learning, Voting, and Engagement and has shown a student voting rate above the national average, earning it a Silver Seal from the ALL IN Campus Democracy Challenge. In 2020, Salem State received Carnegie Community Engagement Classification. The university is designated a Best for Vets College by Military Times.

The university is an agency of the Commonwealth of Massachusetts and is exempt from any State tax or Federal excise tax. Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable. Unless otherwise stated, all quoted prices shall be FOB university address inside delivery.

For further information go to the [Salem State University](#) webpage.

Scope of Work:

1. The university seeks a qualified vendor to identify and communicate with prospective students to generate interest in the university and to increase completed application submissions in support of our enrollment objectives. To be clear, we are seeking new students who will enroll in our existing programs under our current policies, programs, and delivery models. We are looking for positive results for the fall of 2025. The vendor should have experience working with regional, public universities.
2. Vendor must provide targeted recommendations, development of marketing materials (mailers and digital assets) and implementation of campaigns for efficient and effective enrollment strategies, operations, and practices. The Vendor shall provide clear enrollment estimates.
3. Vendor will recommend and implement strategies to increase awareness of Salem State to prospective students with a goal of increasing quality leads, increasing the volume of applications and providing guidance on optimized financial aid models that meet enrollment and discount goals.
4. Vendor will use effective, best practice modeling tools for list buys. This model will consider behaviors related to prospective student purchasing behavior and marketing channel preferences that align with growing college-going students, while considering competitor strategies. This data will be utilized to build a holistic student view, develop affinity models, and identify specific prospects for outreach.
5. Vendor must develop and implement strategic actions that make efficient and effective use of limited university resources.
6. Vendor must build from established messaging and creativity. The vendor must have a proven marketing and enrollment track record of large-scale student search and inquiry generation marketing campaigns for a regional public institution. This proven track record must include the ability to demonstrate a significant and positive return on the university's investment, as well as the highest in the industry rates of student response.
7. Vendor's proven track record should include and demonstrate successful campaigns for institutions similar to Salem State in size, profile, and student body.
8. Vendor must demonstrate experience of communicating the authentic brand of a university and ability to take non-cookie cutter approaches to attracting new students.

9. The selected vendor will be able to provide a turnkey operation to include strategic and creative development; ability to text, print and mail information; email deliverability and response tracking; routine monitoring and analysis services; and social and digital ad placements.
10. The university requires direct mail and, email (in English and Spanish or other languages as needed). Outbound marketing is a critical component and must be personalized and be effectively delivered to maximize interest and engagement. All components must be fully ADA compliant.
11. The university and another vendor partnership are already having huge success in digital advertising and other related strategies. Therefore, this request is NOT for advertising campaigns, geofencing, OTT, next gen custom audience, lookalike campaigns, keyword retargeting, etc.
12. The vendor must be able to demonstrate the effectiveness of the campaign and recommend strategies at the point of initial response through enrollment.

OVERVIEW OF SERVICES TO BE PROVIDED

The awarded vendor must provide the following services:

1. Build from current branding, messaging and creative to establish a strategic direction for comprehensive campaigns. The campaign strategies must be fully integrated across all media and response platforms with clear CTA's (in multiple languages, as needed).
2. Develop compelling messages for the undergraduate student audience that can be adapted for use across multiple platforms.
3. Develop creative concepts for specific audiences (i.e., value and affordability and in multiple languages as needed)
4. Audience identification/targeting, list source and timing recommendation, and list order placement services.
5. Multi-channel marketing campaigns including lead generation personalized direct mail email, texting, and other proven tactics.
6. Vendor shall create predictive/behavioral models to guide recruitment efforts based on the demographic markets the university currently reaches and aspires to (i.e., non-consumers, transfer students, rebuilding lost markets, out-of-state expansion) as well as help define target audience development, campaign messaging and media and effective CTA's.
7. Must be prepared to work directly with various list providers and acquire the list data immediately upon release of the new student information from each identified list source.
8. Provide the ability for prospective students to respond by mail or online, or in their preferred format,
9. Provide real time market analysis throughout each campaign to allow for progress tracking and ROI.
10. Provide a detailed response analysis to include list source, gender, ethnicity, geography, etc.
11. Deliver a real-time online reporting portal that provides on-demand analytics including metrics on response, audience, and student information.

Current technology used with enrollment management:

| Technology resource for enrollment | Solution |
|--|---|
| SIS | Oracle PeopleSoft |
| CRM | TargetX (via Salesforce) |
| Enrollment Management (applications, admissions process, recruitment, retention) | TargetX, EAB, Common App |
| Reporting and Business Intelligence | Microsoft Power BI |
| Communication (Email, Marketing) | TargetX, Marketing Cloud (via Salesforce) |
| SFTP File Transfers, ETL, Data Integrations | Jitterbit, Informatica, scripts and scheduled tasks |
| Data storage, query editor | Student Data Warehouse (on prem database), SSMS |

Additional requirements:

1. Vendor’s project team should include a professional analyst who will monitor results and make recommendations for improvements throughout the campaign as well as present to the campus community updates and training. The vendors team should include members who have experience working with diverse student populations and the ability to utilize contemporary techniques with the college-going generation.
2. Each project of the campaign will be defined with specific deadlines and expected outcomes.
3. Vendor to provide full online production and deployment of data tracking of each response channel’s performance (broken down direct mail, email, QR code, etc....) as well as an easily accessible and user-friendly measurement and metric dashboard.
4. Optimize communications for all mobile devices including mobile phones, tablets, and laptops., and every touchpoint must be ADA compliant.
5. Vendor must maintain a consistent file format for data uploads and downloads. Describe the notification process to the university should the file format change during the contract period well in advance of production so not to interrupt regular business operations.
6. The vendor must have a proven program for data security including a secure file transfer protocol (SFTP) system. Please explain the firm’s protocol.
7. The vendor must have a proven ability to communicate effectively with the university’s CRM and SIS. Please explain the firm’s protocol.
8. Vendor will manage processes, data collection and campaigns in concert with the university up to the point of application. All assets and communication platforms developed must integrate with a Salesforce/Target X/Marketing Cloud/Oracle (People Soft) platforms.
9. Salem State will retain the ownership of all materials developed and will receive the original files built on agreed upon applications/software as part of this agreement.
10. The vendor is required to have cyber insurance and the university must be named as an additional insured.

QUESTIONNAIRE FOR VENDORS

1. Describe recent experiences in the successful completion of similar services for higher education. Experience working with Massachusetts private or public colleges or

universities is preferred. Vendors should provide evidence of the successful completion of at least three such projects. Please provide the name, address, and telephone numbers of the contact person for such projects.

2. Identify specific person(s) who would be responsible for the proposed work and include a brief resume for each. Please list references for each person identified including name, address, and phone number of an appropriate reference contact person.

Scope of Work Questions

1. Describe your firm's ability and expertise in developing predictive models for continued growth/expansion in new student enrollment for undergraduate students. How do you develop and create such predictive modeling? How can predictive models be used to support a recruiting strategy? Give a recent example of your firm's successful use of predictive modeling to support a university's recruitment efforts.
2. Describe your success in encouraging FAFSA completion and effective techniques to ensure students receive maximum eligibility for institutional, state, and federal funds in managing and institution's net tuition revenue.
3. Describe your approach to choosing which student prospect names to purchase. How would strategic selection of student names support Salem State's recruitment efforts?
4. Describe your ability to develop and maintain a comprehensive student recruitment database in support of Salem State's recruitment effort. What database features do you offer? What data points do you propose to include? How will Salem State be able to access the database? How quickly will student prospect information be entered into the database and made available to Salem State? Will the database include any reporting capabilities? If so, please describe. Provide a screen print or another example of your database system, including the user interface.
5. Describe your background and expertise in creating and deploying various student recruitment materials that are authentic to a specific university, including direct mail search pieces, email campaigns and telephone recruiting calls, and digital and mobile campaigns. Describe your approach in deciding what type of communication to deploy, how many to deploy, and upon whom to focus the recruitment communication effort. Provide examples, if available, of communication materials you have previously developed to support university recruitment efforts.
6. Describe your experience recruiting Latinx students. Please share examples of success.
7. Describe your methodologies that encourage campus visits, application submission and completion.
8. Describe your success in working with influencers such as parents and specially targeted enrollment communities such as community-based organizations and feeder high schools.
9. Describe your reporting capabilities, and the number and types of reports you propose to develop for Salem State. How will these reports support Salem State's student recruitment efforts? Provide samples of reports your firm has used to support university recruiting efforts.
10. What do you know about Salem State University? What do you know about our new student recruitment markets? Describe how you would get to know Salem State better to provide the most useful advice and analysis in support of the university's student recruitment effort and our brand. What would you need from Salem State to launch the campaign by August 1, 2024?
11. What are the current trends or issues impacting student search? How do prospective students prefer to interact with colleges and universities?

12. What do you consider to be the strengths of your company? What specific services regarding student search make your company unique? How do you measure success with your clients? How do you typically communicate with your clients?
13. Describe in detail any additional tools or services your firm could provide to Salem State, other than those services listed in this RFP, to support the university's strategic student recruitment and enrollment effort.
14. Describe your project management methodology, structure, and team for the implementation, transition to go-live, and post-implementation phases. Who are your team members and roles for each phase? What is your expectation of Salem State participating team members?

EVALUATION OF PROPOSALS

The contract will be awarded to the respondent whose proposal is determined to be the most advantageous to the university, in its sole discretion, considering price and other evaluation criteria as set forth in this RFP.

Salem State University reserves the right to negotiate the terms of the contract(s), including the contract amount(s), with the selected respondent prior to entering into a contract. The contents of the respondent's proposal and this RFP, and any amendments thereto, shall become contractual obligations if an engagement of services ensues. Contract selections should be distinguished from a contract award. Contracts will not be considered awarded until negotiation of terms is final. Failure of a successful respondent to accept these obligations in the contractual agreement may result in cancellation of a respondent's selection. If contract negotiations cannot be concluded successfully with any selected respondent(s), the university may, in its sole discretion, negotiate a contract with the next ranked respondent.

In addition to the price, the following will be considered (in no order):

- The material content and responsiveness of the bid
- The quality of the services offered
- Experience in working with higher education clients
- Experience in developing effective, results-driven campaigns
- Proven track record in recruiting the adult learner market with strong ROI
- The general reputation of the firm
- Quality of the references provided
- Qualifications of the personnel assigned to work on the project
- Demonstrated understanding of the respondent of conducting the work as required by the scope of services
- Diversity, Equity & Inclusion plan

- Ability to provide a cost-effective solution to meet the needs of the university.
- Bidder's functionality, performance, flexibility, and ability to meet Salem State University needs and timetable.

In addition to meeting the evaluation criteria, finalists may be asked to provide a live or remote demonstration. Should a demonstration be required, respondents will be required to provide a demonstration at no cost to the University.

The Written Response and related narratives must appear in the Technical Proposal. The evaluation process includes rating criteria under the following categories: A rating system of Highly Advantageous, Advantageous, and Not Advantageous as defined below will be utilized in reviewing each vendor’s Written Response.

| | Highly Advantageous | Advantageous | Not Advantageous |
|----------------------------|--|--|---|
| Written Technical Response | Vendor demonstrates a fully comprehensive response to all of the Minimum Quality Requirements, Technical Specifications, demonstrates very strong experience and meets all or most of the Preferred Qualifications | Vendor demonstrates a response to all of the Minimum Quality Requirements, demonstrates some experience and meets some of the Preferred Qualifications | Vendor meets all of the Minimum Quality Requirements, does not demonstrate experience but does not meet any of the Preferred Qualifications |

Submission Instructions for Suppliers

Please follow these instructions to submit.

1. Prepare your submission materials

Requested Information

| Name | Type | # Files | Requirement |
|-----------------------------------|-----------------------|---------|-------------|
| Technical Proposal | File Type: Any | 1 | Required |
| Pricing Proposal | File Type: Any | 1 | Required |
| Proposer Representation | File Type: PDF (.pdf) | 1 | Required |
| Affidavit of State Tax Compliance | File Type: PDF (.pdf) | 1 | Required |
| W-9 Taxpayer Identification | File Type PDF (.pdf) | 1 | Required |

| Name | Type | # Files | Requirement |
|---|----------------------|---------|-------------|
| Commonwealth of Massachusetts Standard Contract Form and Terms and Conditions | File Type PDF (.pdf) | 1 | Required |

2. Send your proposal to:

Reynaldo Ramos, Assistant Vice President, Purchasing and Auxiliary Services at rramos@salemstate.edu

Proposals must be received on or before **September 25, 2023, by 3:00 PM EST**. Late responses will be rejected.

Questions

Bidders may submit written questions to: rramos@salemstate.edu The Question period for this opportunity starts August 14, 2023, at 8:00 AM. The Question period for this opportunity ends August 29, 2023, at 5:00 PM EST. **You will not be able to submit messages after this time.** The University will compile all questions and respond via addendum and will email responses to all potential bidders by September 18, 2023.

No telephone calls will be entertained. Prospective bidders are prohibited from obtaining information about this bid from any University personnel. Inquiries received after the specified date and time will not be accepted. The questions and official University responses will be issued by formal addendum and sent to all prospective bidders to the bidder email addresses on University record.

Contact Information

Except as may be noted otherwise herein, the issuing office and sole contact for the coordination and dissemination of all information regarding this RFP is:

Reynaldo Ramos, Assistant Vice President, Purchasing and Auxiliary Services
Salem State University
352 Lafayette Street
Salem, Ma 01970-5353
Email: rramos@salemstate.edu

Procurement Use

The results of this RFP shall be for the sole consideration and use of Salem State University for the purpose of awarding a contract for the services outlined in this RFP.

Unless otherwise clearly stated in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the Department may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

Accept/Reject Proposal

The University reserves the right to reject any or all proposals, wholly or in part; to waive technicalities, irregularities, and omissions; to make the award in a manner deemed to be in the best interest of the University; and to correct any award erroneously made as a result of a clerical error on the part of the University.

Withdrawal of Proposal

Proposal offers may be withdrawn at any time prior to the bid receipt deadline date and time. Once the proposal receipt deadline has passed all proposals become the property of the University.

No University Obligation

The RFP in no manner obligates the University to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the University without penalty or obligation at any time prior to the signing of an agreement.

Authorized Signature

The bidder's proposal shall be signed by an officer who is authorized to make such commitments for the bidder.

Expenses

Expenses for developing and presenting proposals shall be the entire responsibility of the Bidder and shall not be chargeable to the University. All supporting documentation and manuals submitted with this proposal will become the property of the University unless requested by the Bidder, in writing, at the time of the submission, and agreed to, in writing, by the University.

Terms and Conditions

Upon award of the RFP, the awarded proposer will be required to execute the Commonwealth Standard Contract and Terms and Conditions attached hereto as Appendix A. The terms and conditions should be reviewed wholly and thoroughly. The University is not able to make modifications to the MA terms and conditions.

Proposal Format

All offers shall be made following the Proposal Response Format provided in Section I. All proposals shall be submitted as ***Best and Final Offers***. Bidders will not be allowed to make material alterations to their proposal offers after the proposal opening. Each bidder shall include in their written offer all requirements, terms, and conditions they may have, and ***shall not assume*** that an opportunity will exist to add such requirements, terms or conditions after the proposal opening. Bidder's terms or conditions that are deemed unacceptable by the University may be the basis for the University's rejection of the proposal.

Proposed Materials

All material submitted in response to the RFP shall become the property of the University upon submission.

Massachusetts Public Records Law

Access to University records is made in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, s. 10. All Responses received are subject to M.G.L. c. 4, s. 7, ss. 26, and M.G.L. c. 66, s. 10 regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded. The University will withhold the Responses or sections of Responses until such time that

they have been opened. The University will make available the documents within those Responses only upon the finalization of those records.

Sensitive/Confidential Information

During the assessment and/or project, the contractor may have access to sensitive and/or confidential information, the privacy of which is legally protected or the disclosure of which is legally prohibited. The contractor will be required to keep such information confidential to the fullest extent provided by state or federal law.

The awarded vendor will be asked to provide assurance of how personal Identifiable information (PII) is secured if applicable. The university will require bidders to submit a SOC2, Type II audit report within the RFP process. If your company requires additional information from the university to provide this report, please have this documentation prepared during the RFP process.

Debarment

Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also an agreement that the University will be notified of any change in this status.

Criminal Background and Sexual Offender Registry Checks

The awarded vendor of the RFP will be required to agree to conduct criminal background and sexual offender registry checks on all employees, contractors, representatives, and agents who will work on any University owned or leased property as required by the University. The results of such checks must be satisfactory to the awarding University, in its sole discretion.

Equal Employment Opportunity

The Universities require that all persons and entities with which they contract for the provision of goods and services shall provide equal opportunity for all persons without regard to race, color, religion, national origin, age, disability, gender, sexual orientation, gender identity, gender expression, genetic information, marital or parental status, or veteran status.

As part of Salem State University’s ongoing commitment to diversity, inclusion and equity, the university promotes an equal opportunity for all qualified suppliers to participate in contracts in a manner that develops and strengthens certified diverse, small, and local business, and disadvantaged businesses, as defined by M.G.L. c. 30B, §18(a). The University encourages the award of contracts in a way that increases business opportunities for Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Service-Disabled Veteran Business Enterprises (SDVOBEs), Veteran Business Enterprises (VBEs), Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBEs), Disability-Owned Business Enterprises (DOBEs), small businesses, and local businesses.

If you do not believe you identify as one of the diverse categories above, you may still show your commitment to diversity, equity, and inclusion. Where applicable all proposers are expected to incorporate significant financial commitments to partner with certified diverse or disadvantaged suppliers, small businesses, and local businesses. Please describe in your proposal how you may commit to the following:

1. Efforts to identify and utilize diverse or disadvantaged suppliers, small businesses, and local business.
2. Maintain records showing utilization of diverse or disadvantaged suppliers, small businesses, and local business.
3. Establish annual goals directed toward diverse or disadvantaged suppliers, small businesses, and local business supplier spend.

The Massachusetts Supplier Diversity Office (SDO) certifies diverse businesses and manages several business programs that help enhance the marketability of small and diverse businesses when they bid on public contracts. For more information, please visit [Massachusetts Supplier Diversity Office \(SDO\)](#).

Recordkeeping, Audits, and Inspection of Records

For the purpose of this RFP, the University shall maintain books, records, documents, and other compilations of data pertaining to the requirements of this RFP for a period of seven (7) years.

For purposes of the RFP, the vendor shall maintain books, records, documents, 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 seven (7) years. All retention periods start on the first day after final payment under this contract. If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action of resolution of all issues resulting there from, or until the end of the applicable retention period, whichever is later.

RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of the University and that interpretation shall be final.

Addendum

Any addendum issued to Bidders prior to the proposal opening date shall become a part of the proposal.

Proposal Modification

Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the bidder's proposal response. Failure to provide the required data to allow for evaluation of the bidder's response to the RFP, or failure to follow and complete the RFP proposal format and accompanying documents will be grounds for rejecting the proposal offer. The University reserves the right to reject any proposals that alter the terms specified in the RFP.

Confidentiality

From the date of issuance of the RFP until the opening date, the Bidder must not make available or discuss its proposal, or any part thereof, with any employee or agent of the University. The Bidder is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Commonwealth of Massachusetts laws.

Period of Firm Proposal

All proposal offers must remain in effect for a minimum period of 120 days following the RFP opening date to allow for sufficient time for evaluation and approval.

Technical Proposal Requirements

The technical proposal is to be submitted in a separate file in accordance with directions given under the section Submission Instructions for Supplier. The Technical Proposal must contain all items within Section I (Proposal Response Format, Technical Proposal).

Note: Proposers should provide complete responses in the format specified for both the Technical and Price Proposal requirements as the attributes will be reviewed in comparison with the Minimum and Comparative Evaluation Criteria as described.

Insurance Requirements

The awarded proposer of the RFP derived from this RFP shall purchase and maintain at its sole cost and expense throughout the term of the agreement adequate insurance coverage necessary for the performance of the work under the contract. Such insurance should include, but not be limited to, the following types and amounts of coverage:

1. The following minimum insurance coverage is required.

- Workers' Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.
- Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) per aggregate. This policy must be endorsed to include the University as an additional insured including a Waiver of Subrogation.
- Cyber Security Insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the contactor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as

credit monitoring expenses of at least three million dollars (\$1,000,000) per occurrence and five million dollars (\$3,000,000) per aggregate. This policy must be endorsed to include the University as additionally insured including a Waiver of Subrogation.

- A certified copy of each policy or certificates of all insurance required herein shall be delivered to Salem State University, Purchasing 352 Lafayette Street, Salem MA 01970, with the execution of the Contract. It is the responsibility of the vendor to provide updated certificates upon each policy renewal.

Price Proposal Requirements

The price proposal is to be submitted in a separate file in accordance with directions given under the section Submission Instructions for Suppliers.

Virtual Presentations

After review of the technical proposals, the University, at its discretion, may require presentations with selected proposers for the purpose of further evaluation of the proposer’s qualifications and ability to provide the required solution. The University is not liable for any expense incurred as the result of a vendor presentation. Written responses must be complete in all aspects as oral presentations may not be scheduled.

Bidder’s Responsibility for Services Proposed and Contract Award

Immediately following the RFP process, final negotiations on the offer that receives the highest evaluation by the University will be conducted to resolve any minor differences and informalities that do not materially alter the offer. Once the final negotiations have been completed, the contract will be awarded to the vendor proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

Minimum Evaluation Criteria

Each proposal shall first be reviewed to ascertain whether the following minimum criteria have been met:

- Each response must be received electronically to rmos@saalemstate.edu by the due date and time established under this RFP.
- The following documents must be submitted:

- Technical Response
- Price Response
- Section II. Proposer Representations
- Section III. Affidavit of State Tax Compliance
- W-9 Taxpayer Identification
- Signed Commonwealth of Massachusetts Standard Contract Form and Terms and Conditions
- The response must include all items listed in Section I (Proposal Response Format) to be considered a complete proposal.
- Proposers must be in the field of providing services related to the Scope of Services of this RFP.

I. PROPOSAL RESPONSE FORMAT

In order to simplify the evaluation process and obtain the maximum degree of comparison, the University is requiring prospective firms to submit responses in the format and manner prescribed by this section.

Each response shall also include any other information the bidder feels is significant in making an informed decision relative to the proposal. Firms are cautioned that any deviation from this format may result in disqualification of their proposal.

1. Technical Proposal

A. Title Page:

1. RFP Project Title and Number
2. Name of Responding Firm
3. Address and Telephone number of responding firm
4. Name of contact person
5. Email address of contact person
6. Date of submission

B. Letter of Transmittal:

1. Briefly state the understanding of the Scope of Services of this RFP.
2. A detailed description of the bidder's resources and experience relevant to the Scope of Services including specific expertise in providing the desired services and/or verification that the bidder is authorized to sell or distribute specific commodities or services.

3. Provide an organizational chart showing the structure that will be supporting the account.
 4. The number of years the bidder has been in business providing services relevant to those specified in this RFP.
 5. Provide a profile for all third parties participating in this proposal, including the following information: date founded, type of business structure, number of employees, number of customers, number of higher education customers.
 6. The letter should be signed by an authorized signatory.
- C. Table of Contents:
1. Include a clear identification of the material by section and page number. Such sections will be those identified below.
- D. Professional Experience:
1. Provide a list of your current clients. Note the size and scope of service being provided to each client.
- E. Responder's Approach:
1. The Responder should provide an approach to support its response to provide the services in the scope of this RFP. Be sure to note any required features as listed above and any accompanying components that you feel would best suit the university's needs.
 2. Make note of any additional features/capabilities not listed above in the scope of service that your company currently offers that you feel would be beneficial for the university to consider.
 3. Note any issues your company has experienced and your ability to alleviate these issues.
 4. Are your customers on a shared or private instance of a database server? In what other ways do you ensure the privacy and protection of individual customer data? Given regulatory requirements, can you assure a guaranteed geographical location for database hosting (like the continental US)?
 5. Have you been required to respond to an unplanned regulatory compliance or security event?
 6. How are your products and services licensed?

7. Company profile including company core values that support the University's mission and builds a vibrant community.
8. Contact information of individual representing firm in this process (name, title, address, phone, and email).
9. Location of office that will manage the account.

F. Additional Information:

1. Please provide any additional information, not specifically requested above, that your company considers necessary for fair evaluation of the proposal. Do not include marketing materials.
2. By signing this RFP, the proposer asserts they have no conflicts with the University, its agents or employees under pains and penalties of perjury.

2. **Pricing Proposal (Submit as a separate file from Technical Proposal)**

This section of the RFP solicits price estimates for services proposed by the vendor. The vendor is expected to provide sufficient pricing details to permit the university to understand the basis for the quotation.

The University has the following expectations for pricing:

1. Assuming a 5-year fixed price period following implementation, please provide an estimated total cost for the proposal.
2. Describe the pricing methodology and define terms. Please include items such as pricing model options, cost basis and the units of measure used. If multiple options exist, please specify.
3. Clearly identify and explain the assumptions upon which the total cost provided above was predicated. Also, state if any charge is subject to special conditions and specify those conditions.
4. Provide a description of the strategy for annual cost increments after a five-year fixed price period. Does the increment % vary due to any factors? Are there options for a cap on renewal up-ticks following the 5-year initial period?
5. Describe any discounts/incentives available to the university which would minimize the Total Cost, (e.g., bundling, preferential payment terms, deferred payments without interest, etc.). Also describe the timing of costs incurred at contract signing or at associated milestones throughout the program as well as any options to phase in costs over time.

6. If applicable, describe any innovative pricing that has been incorporated into the Respondent's cost estimate, including pricing based on benefits realization from the product's implementation. What "skin in the game" or risk-sharing is demonstrated in the Respondent's cost estimate?

7. Indicate which items are included in your estimate and the basis for that cost.

II. PROPOSER REPRESENTATIONS (Upload as a separate file)

Each Proposer by making its proposal represents that:

1. The proposal document and requirements have been read and understood by the proposer.
2. The proposal is based upon the items described in the RFP documents and requirements without exception.
3. 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.
4. The contents of the proposal have not been disclosed by the proposer nor to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.
5. No attempt has been made or will be made to induce any other person or firm not to submit a proposal.
6. The proposer hereby agrees to furnish the services pursuant to all requirements and specifications contained in this document.
7. The proposer further agrees that the language of this document shall govern in the event of a conflict with the proposer’s proposal.

By: _____

Authorized Signature

| | |
|-------------------|--------------|
| Print Name | Title |
|-------------------|--------------|

| | |
|--------------|--------------|
| Phone | Email |
|--------------|--------------|

Company Name

Employer Identification Number

Street Address

City, State, Zip Code

III. AFFIDAVIT OF STATE TAX COMPLIANCE (Upload as a separate file)

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: _____

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.ma.comptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

| | | | |
|---|---------------|--|---------------|
| CONTRACTOR LEGAL NAME: (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Salem State University | |
| Legal Address: (W-9, W-4): | | MMARS Department Code: SSA | |
| Contract Manager: | | Business Mailing Address: 352 Lafayette Street Salem, MA 01970 | |
| Phone: | Phone: | Billing Address (if different): Accounts-payable@salemstate.edu | |
| E-Mail: | Fax: | Contract Manager: | Phone: |
| Contractor Vendor Code: VC | | E-Mail: | Fax: |
| Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): | |
| ___ NEW CONTRACT | | ___ CONTRACT AMENDMENT | |
| PROCUREMENT OR EXCEPTION TYPE: (Check one option only) | | Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20__. | |
| <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) | | Enter Amendment Amount: \$ _____. (or "no change") | |
| | | AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) | |
| | | <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) | |
| | | <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) | |
| | | <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) | |
| | | <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) | |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions | | | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____. | | | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ___ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | | | |
| CONTRACT END DATE: Contract performance shall terminate as of ____, 20__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | | | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | | | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: | |
| X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) | | X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) | |
| Print Name: _____ | | Print Name: _____ | |
| Print Title: _____ | | Print Title: _____ | |



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. 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. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.