



# REQUEST FOR PROPOSAL

**IT Help Desk Support  
Call Center**

**RFP SSU 2024 - 06**

**Issued: Monday, October 16, 2023**

**PROPOSAL DUE: Friday, November 10, 2023, at 5:00 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.

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## BACKGROUND

Salem State University (the Vikings), established in 1854 as Salem Normal School, is a comprehensive, publicly supported institution of higher learning located approximately 15 miles north of Boston and one mile from downtown Salem, and is one of the largest state universities in the Commonwealth of Massachusetts. The University has approximately 780 full-time employees, 540 part-time employees and over 6,500 students and is solely located in Salem, Massachusetts.

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

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.

The Information Technology Services (ITS) department manages all computer support for the University, including walk-in support (M-F: 9 AM – 5 PM), classroom support and maintains a “google-like” technology question and answer system named “Ask the Viking” for self-help. The department utilizes the Jira system for tickets and problem resolution. Last year, the department logged over 17,000 tickets in the Jira system for support help. Like most universities, call volume generally increases with the first few weeks of each Fall and Spring semester beginning and ending.

In addition to computer support, the ITS department receives and routes public calls to the campus that need personal help (there is an automated call tree that users must navigate first). This is generally a small volume of calls per week (< 50). These calls are forwarded to university departments or individuals as needed.

## NEED SUMMARY

Salem State University is seeking qualified vendors to submit quotes for a 365x24x7 Tier 1 call center to supplement the Information Technology Services helpdesk support personnel and telephone operator.

## SCOPE OF SERVICE

The expectation is to provide 24x7x365 tier 1 technology support to the University community. We anticipate most voice calls to the helpdesk will first be handled by the call center and then either closed or expedited in a ticket to our staff.

In addition to the faculty, staff, and students, other customers who contact the Service desk may also be guests, family members, vendors, University Event sponsors or campus vendors, and other special academic specific groups. It is expected that all other customers will receive the same service as Salem State faculty, staff, and students.

IT will provide the awardee with access to instructions, our Jira ticket system, the Ask the Viking website, and other Knowledge Base Articles. Virtual desktop access will be provided to facilitate internal application access such as password resets required for Tier 1 service.

All support technicians must be located within the United States.

## LANGUAGES

In addition to American English, if the bidder can accommodate Spanish language options, please indicate that capability and if there are any additional pricing considerations in your response.

## COMMUNICATION PATHWAYS

The awardee will be expected to utilize the University's Jira system to log all incidents and service requests. Inquiries from customers are received through the following means:

- Phone calls (Two numbers. The ITS helpline and the main university number after the automated attendant has run its options.)
- Tickets in a generic queue converted from email by Jira or entered by the end-user. These tickets will need to be assigned to the correct queue if the call center is unable to first solve the issue.
- Chats (Jira)

## TECHNICAL EXPECTATIONS

Customers will require assistance for the following, but not limited to:

- Assistance with password resets and multi-factor authentication (MFA)
- General IT support for computers, laptops, and tablets with both PC and Mac operating systems including network and wireless network connectivity.
- Email and communication software (Outlook, Microsoft Teams for video can telephone calls, & Zoom)
- Learning Management System (Canvas).
- Assistance with navigating to core web-based systems, including Peoplesoft, Canvas, Polaris, HRCMS.
- The Microsoft 365 suite of applications.
- General classroom technology/equipment support for projectors, document cameras, audio issues, and display issues.
- Best faith efforts are expected to extend to software related troubleshooting.
- Resident students receive general IT support, as well as support for the following services:
  - Wired and wireless networks
  - Basic gaming system connectivity issues and IOT device registration
  - Assisting customers with basic campus navigation issues.

The University uses Extron control panels for approximately 200 classroom and meeting space locations across our campus. Experience with Extron is preferred but not required. In addition, the University's Bertolon School of Business features 10 classrooms with large format touchscreen technology. Experience with touchscreen tools is preferred but not required.

## GENERAL EXPECTATIONS AND SERVICE LEVELS

The expectation is the awardee will meet the following service requirements:

- Calls, emails, and chat sessions will be handled by skilled, US-based support technicians and engineers.
- Average time to answer for telephone calls and chats will be < 60 seconds throughout the year, including peak times.
- The awardee will provide a toll-free number to be used for support calls.
- Email inquiries will be responded to within 60 minutes.

- One call resolution > 70% in year 1 with a 10% increase by year 2.
- Any issues that cannot be resolved will be escalated to the onsite team through the ticket process or by phone call depending on the urgency of issue.
- Analytical reports will be provided to the University on a timely and consistent basis. This will include, but not be limited to, statistics surrounding calls handled, abandoned call rate, average time to answer, average speed of answer, average handle time, and average hold time.
- Daily recorded samples of customer service calls and chats will be provided for training and coaching.
- Bi-weekly meetings with the customer representative or other similarly titled individual working on behalf of the awardee and the SSU account.
- Business review meetings to be held quarterly with the Chief Information Officer or designee.

## VOLUME

Please see below the volume of incidents documented by the current help desk service provider over the last year of service. Please note the peak months of September and January. The awarded contractor should have enough trained staff to be able to manage the below volume of incidents without overwhelming their resources.

	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Email	993	637	579	594	852	482	590	455	515	335	395	632
Phone	155	104	83	124	266	111	195	122	140	95	101	206
Chat	24	18	13	14	24	8	10	12	21	5	7	23
Portal	550	241	226	180	429	219	250	219	212	232	210	332

A three-year term shall be awarded with a go-live no later than January 8, 2024, and shall conclude January 8, 2027. If the University deems it is in the best interest of the University, the contract may be extended for two (2) additional one (1) year periods.

## QUESTIONS

All questions must be submitted via email to Reynaldo Ramos, Assistant Vice President of Purchasing and Auxiliary Services to [r.amos@saalemstate.edu](mailto:r.amos@saalemstate.edu) Questions must be submitted before **5pm on Friday, October 27, 2023**, to be considered. No telephone calls will be entertained. Prospective bidders are prohibited from obtaining information about this bid from any University personnel or other University partners. 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.

## DEADLINE AND FORMAT FOR RESPONSES

The University must receive all responses to this solicitation at or prior to **5:00 PM (EST) on Friday, November 10, 2023**, to be considered. It is the sole responsibility of each Bidder to see that their Bid is received electronically in the proper time. Mailed or any bid received after the scheduled bid opening time will not be considered.

Responses must be emailed to Reynaldo Ramos, Assistant Vice President of Purchasing and Auxiliary Services to [rros@salestate.edu](mailto:rros@salestate.edu) in .pdf format to be considered.

### 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. Only bids that are received by the bid opening date and time and at the designated location will be considered.

### 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.

### SCHEDULE

RFP Issued	October 16, 2023
Questions via email to <a href="mailto:rros@salestate.edu">rros@salestate.edu</a> due before 5:00pm	October 27, 2023
Responses sent to bidders	November 3, 2023
Completed Proposal due before 5pm	November 10, 2023
Scoring and selection by	November 17, 2023
Contract start date	January 8, 2024

### PROPOSAL MODIFICATION

Any exceptions/additions/alterations to the terms and conditions contained herein must be clearly included in the bidder's proposal response. The University reserves the right to reject any proposals that alter the terms specified in the RFP.

Please be sure to review the Commonwealth Standard Contract and Commonwealth Terms and Conditions thoroughly. The Commonwealth Terms and Conditions shall be accepted in full; there shall be no modifications, alternations, or addenda accepted regarding these terms.

## PROPOSAL MATERIALS

All material submitted in response to the RFP shall become the property of the University upon submission and will be considered as part of this RFP. 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.

## MASSACHUSETTS PUBLIC RECORDS LAW

Access to University records is made in accordance with the Massachusetts Public Records Law,

M.G.L. c. 66, s. 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.

## RFP INTERPRETATION

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

## GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## INDEMNIFICATION

The Vendor shall indemnify and hold harmless the University and its employees from and against all claims, for infringement of any United State Patent, or damages, losses, and expenses including attorney fees arising out of the acquisition of materials derived from this Request for Proposal, including but not limited to claims regarding defects in materials, good, or equipment, which is caused in whole or in part by any breach of contract, or



omission of the successful proposer(s), any sub-vendor(s), or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

## RECORDKEEPING, AUDITS AND INSPECTION OF RECORDS

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 or resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy at a reasonable expense, the books, records, and other compilations of data of the vendor which pertain to the provisions and requirements of this contract. Such access shall include on-site audits, review, and copying of records.

## 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 submission date in order to allow for sufficient time for evaluation, approval, and issuance of award notice.

## 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.

## PRE-AWARD NEGOTIATIONS

After the proposals are opened, but prior to award, the University may elect to conduct negotiations with the highest ranked proposal respondents for purposes of:

- Resolving minor differences and information
- Clarifying necessary details and responsibilities

Selection may be made without further decision, negotiations, or bidder's presentations; therefore, bidder shall offer the most favorable terms in response to this RFP.

## CONTACT INFORMATION

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

Reynaldo Ramos

Assistant Vice President of Purchasing and Auxiliary Services

[rros@saalemstate.edu](mailto:rros@saalemstate.edu)

## GENERAL CONDITIONS AND NOTICE TO BIDDERS

The Commonwealth of Massachusetts or its agent, Salem State University, will make payment for equipment or services after COMPLETE delivery to the satisfaction of the University.

Corrections and/or modifications received after the closing time specified will not be accepted.

The University is exempt from Massachusetts State Sales Taxes. Prices quoted shall not include taxes. No financial claim for any payment whatsoever shall be brought against SSU for any contract delays. Payment terms shall be Net45.

Proprietary names are quoted for information and are not meant to limit competition. If the bid is based on similar products, be sure to give full information in the bid or in a letter attached.

All labor is to be paid in accordance with Minimum Wage Rates and Health and Welfare Pension Fund contributors as determined by the Commissioner of Labor and Industries Standards.

Conflict of Interest: A bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion or connection of any kind with any other bidder, and that the bidder is competing solely in its own.

## CONTRACTOR PERFORMANCE CRITERIA

The Contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to continue with the Contract. Poor performance may result in cancellation of the Contract.

## NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The vendor agrees to comply with all applicable Federal and State statues, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990; and Massachusetts General Law, Chapter 151 B.

## 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.

## REFERENCES

Before an award is made, Salem State reserves the right to receive from the bidder at least five references from existing customers utilizing the bidder's services in a similar manner. References are preferred that are public universities of similar size and mission as Salem State.

## PROPOSAL AWARD

The contract will be awarded on or soon after November 17, 2023. The University may opt to award the contract to multiple vendors if found to be in the best interest of the University.

## OTHER MASSACHUSETTS PUBLIC COMMUNITY COLLEGES AND UNIVERSITIES

The award of any contract resulting from this RFP is for use of Salem State University only. Other Massachusetts institutions of higher education have the option to utilize this competitive bid to negotiate their own contract with the selected firm. Salem State University will have no responsibility for other agency agreements or payments. In the event that other Institutions utilize this RFP, the vendor agrees to adjust the pricing terms contained within this contract to reduce costs based upon the increased joint volume.

## BIDDER'S RESPONSIBILITY FOR SERVICES PROPOSED

Response to this RFP will be considered as the Bidder's offer to proceed in the RFP process. 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 University's acceptance of the RFP will be issued.

## PROPOSAL FORMAT

All offers shall be made following the Proposal Response Format. 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.

## 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 at [rrosas@saalemstate.edu](mailto:rrosas@saalemstate.edu) by the time and date 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
- Signed Commonwealth Standard Contract and Term and Conditions
- The response must include all items listed above to be considered a complete proposal.
- Proposers must be in the field of providing services related to the Scope of Services of this RFP.

## COMPARATIVE EVALUATION CRITERIA

Each response meeting the Minimum Evaluation Criteria shall be rated according to the following Comparative Evaluation Criteria, in no particular order.

- Quality of proposal
- Quality of the proposer's performance, flexibility and ability to meet SSU's requirements
- Service Level Agreement
- Pricing
- References
- Experience

## 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.

## 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. 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. The bidder's total number of employee's and experience of staff (distinguishing between administrative staff, management, principal partners or officers, field, technical and customer support).
4. Provide an organizational chart showing the structure that will be supporting the account and provide resume(s) of primary account contacts.
5. The number of years the bidder has been in business providing services relevant to those specified in this RFP.
6. Provide a profile for all third parties participating in this proposal including; date founded, type of business structure, number of employees, number of customers, number of higher education customers.
7. 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 similar clients served within the last five (5) years.
2. List five (5) clients who may be contacted as a reference (client names, addresses, telephone numbers, email, and names of client officials and dates of service). Of the five (5) references at least three (3) shall be Higher Education clients of similar size and scope.

## E. RESPONDER'S APPROACH:

1. The Responder must provide an approach to support its response to provide a customer service solution that suits the University's needs.
2. Provide the service level agreements proposed to the University. Include financial penalties and thresholds for not meeting the indicated SLAs.
3. Indicate the software suites your company is accustomed to providing support for. Please note if your company is accustomed to providing support to the programs as listed in the scope of service above. Please indicate your customer service desk's proficiency with these programs.
4. Please note any issues your company has experienced regarding the customer service provided and your ability to alleviate these issues?

5. Provide a proposed timetable outlining the methodology in seamlessly transitioning the University's current IT Service Help Desk Support system without causing an interruption in services provided to the campus community.
6. Provide your company's plan regarding implementation.
7. Identify the point of contact to escalate issues throughout the implementation phase including the executive name and contact information that will support the University.
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.
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.

#### **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. All invoices shall be submitted upon completion of each phase of this project. Payment shall be remitted net 45 from receipt of invoice.

The University has the following expectations for pricing:

- Vendor shall provide best pricing structure available to the University for a full IT Help Desk Support Solution.
- Once a ticket is opened, this will be considered one (1) incident regardless of the number of correspondences associated with the ticket. The incident shall remain open until resolution.
- Pricing shall be listed per incident or flat rate in accordance with the following schedule: Regular business hours, afterhours, weekends, holidays. Correspondences via email, chat or phone.
- Price Adjustment and Escalation Clause : Pricing is anticipated to stay firm for the initial three (3) years of the contract with an allowable price escalation at year four (4) and five (5); the maximum price change shall not exceed the lesser of the unadjusted percent change in the Consumer Price Index (CPI) for goods and services for the most recent 12 months for which data is available as published by the US Bureau of Labor Statistics or the maximum price adjustment of 3% from the previous year's firm fixed pricing.
- Vendors should quote their price for the services proposed in their RFP response. Pricing should minimally include any "educational" discounts provided to higher education clients.
- Include a detailed breakdown of costs. The University will assume that the price quoted will include everything necessary to complete the Scope of Services.

- If there are other billable expenses associated with the execution of this contract, please describe them in detail and list the costs.

**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**

\_\_\_\_\_

<b>Print Name</b>	<b>Title</b>
-------------------	--------------

<b>Phone</b>	<b>Email</b>
--------------	--------------

\_\_\_\_\_

**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>.

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Salem State University	
Legal Address: (W-9, W-4):		<b>MMARS Department Code:</b> SSA	
Contract Manager:		<b>Business Mailing Address:</b> 352 Lafayette Street Salem, MA 01970	
Phone:		<b>Billing Address (if different):</b> Accounts-payable@salemstate.edu	
E-Mail:	Fax:	<b>Contract Manager:</b>	<b>Phone:</b>
<b>Contractor Vendor Code:</b> VC		<b>E-Mail:</b>	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD__ (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: ____, 20__. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>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:</b> (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (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"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) IT Support - Call center per RFP proposal...			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> 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.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
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<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
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,



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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.**