



REQUEST FOR PROPOSAL

Human Capital Management System

Request For Proposal

RFP SSU 2024-01

Issued: Monday, August 7, 2023

PROPOSAL DUE DATE: Monday, September 25, 2023, at 2:00 PM (Eastern Standard Time)

SUBMITTED BY SALEM STATE UNIVERSITY

Purchasing Department

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RFP Schedule of Events

Issue RFP	Monday, August 7, 2023
Questions from Vendors Due	Monday, August 21, 2023, by 5pm (EST)

Answers from Salem State Due	Monday, September 18, 2023, by 5pm (EST)
Proposal Due Date	Monday, September 25, 2023, at 2pm (EST)
Finalist Vendor Interviews (If selected)	October 13, 2023, and October 16 – 18, 2023
Contract Award	November 2023
Implementation	January 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 ("University") invites qualified and responsible vendors with expertise in a comprehensive Human Capital Management System to submit a proposal in response to this Request for Proposal.

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.

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

Current Environment:

The current Recruiting and Onboarding application lacks a Position Management system. Other than the use of this recruiting and onboarding application, the Human Resources department is limited to home-grown systems and various spreadsheets and lists to manage its work. This includes a student employment hiring dashboard Student Employment Online (SEO) used for posting, review and approval of jobs, and an Employee Management System (EMS) that grants system access to University Resources and ties to the Active Directory and the employee directory located on the university website. The system used for hiring and payment of employees is a Commonwealth of Massachusetts-based Oracle application, HR/CMS. This system is limited to manual data entry and is currently not integrated with any Salem State systems or applications. Reporting is performed strictly through Microsoft Access databases residing in individual users' desktops. The remainder of the processes are manual. Human Resources seeks to automate all or most of these processes while ensuring the integrity of the data is maintained in real-time.

The Human Resources department also went paperless and successfully converted all personnel records to electronic documents system. All incoming documents are scanned and indexed into the document management system. Integration of the new HCM with the current document management system would be crucial.

As the university has transitioned to a hybrid work environment, it has become ever more pressing to upgrade its human resources (HR) systems and processes to function more efficiently. The new HCM system would be an opportunity to sunset the current systems as well as free up IT resources to support the new HCM system. A new HCM system would also allow for the migration of employee data from HR/CMS, numerous Microsoft Access databases, Word documents and Excel spreadsheets to one central place. A new HCM will enable the HR hybrid workforce to process HR transactions more effectively in an integrated environment, eliminate the duplication of work and achieve HR efficiencies throughout the employee lifecycle.

Scope of Services

GENERAL SCOPE

Single Sign On (SSO)	Must integrate with Microsoft Azure Single Sign-On for authentication. It is our strong preference to use Azure Active Directory groups to manage authorizations.
Integrations	<p>The proposed solution must have native integration capabilities to enable connectivity to third party applications via standards-based APIs, custom batch processes and feeds, and common platforms used in higher education.</p> <p>Types of data integrations (not comprehensive):</p> <ul style="list-style-type: none"> • Commonwealth of Massachusetts' central PeopleSoft HRCMS • Direct integration with Microsoft Active Directory and Azure Active Directory • ID card/security pass platforms • Jitterbit web-services integration platform • MSSQL-based data warehouse. • PeopleSoft Finance and Campus Solutions <p>We would prefer a cloud-based platform that does not require us to host on-premises components like data connectors, server, or workstation.</p>
Identity and Access Management	<p>Hierarchal organization chart based on actual department entities and not just supervisory relationships.</p> <p>Employee metadata like location and contact information to synchronize with employee directory. See directory.salemstate.edu</p>
Compliance	<p>The software must support and maintain compliance with laws and regulations applicable to institutions of higher education. Specific examples include but are not limited to HIPAA, FERPA, GLBA, and domestic/International Privacy Laws.</p> <p>If customers are on a shared infrastructure, we need to understand how you ensure the privacy and protection of individual customer data, and Commonwealth regulations for geographical restrictions on data hosting.</p>
Implementation and Continuous Development	<p>We would like references to IT groups that have recently performed an implementation.</p> <p>For implementation, we require professional services from you or a partner to integrate the product with other systems, for instance Active Directory, our MSSQL-based data warehouse and</p>

	<p>PeopleSoft. Also, to transfer data from legacy solutions.</p> <p>For ongoing troubleshooting, we would like to understand your support staff's familiarity with integrations with common products.</p> <p>The vendor should have a continuous platform performance, regulatory, and security upgrade cadence to ensure the institution is up to date with compliance requirements and can respond to unplanned audits and security events.</p> <p>Access to non-production environment for trying new configurations or testing new features. Ideally, we would like to be able to import real business data into this environment.</p> <p>We prefer seamless patch-level upgrades and a minimum requirement to participate in QA/regression testing. We expect robust release management practices by the vendor.</p> <p>Ongoing business administration should not require frequent use of complex scripting or query languages.</p>
<p>Additional Requested Business Administration Features</p>	<ul style="list-style-type: none"> • Workflow – provides the ability to efficiently automate and customize day-to-day processes for applicants, students, faculty, and staff. Ability to track employee actions (promotions, supervisor changes, departmental changes, organization structural changes, position creation and abolishment) • Supports scheduled spreadsheet upload of entries • Supports ad-hoc upload of entries • Maintain employee record changes through HR/CMS entries • Ability to send emails, track conversations and notes, send reminders, and text from within the application. • Ability to search and filter within the system on applicant materials, etc. • Ability to schedule appointments integrated with MS Outlook calendars, checking free/busy availability.

GENERAL REPORTING

Reporting Functionality	Ability to create and design custom reports, availability of canned/predetermined reporting, ability to add custom attributes, all phases of the employee lifecycle from applicant to retiree, and to schedule and share reporting. Ad-hoc reporting initiated by end-users
Report Generation	Report generation includes printing, emailing, saving to file (e.g., .CSV, .XLS, .DOC, and .PDF)
Formatting and Presentation	Reports module supports a variety of formatting and presentation options. Also provides a customizable Manager Dashboard.
Real-Time Reporting	Provides real-time reporting for HR and departmental managers.
Report Detail Functionality	Allows for drill down to the employee detail
KPI Indicators	Supports the automatic calculation of key performance indicators (KPI)
Additional Reporting Features	<ul style="list-style-type: none"> • Track and maintain salary changes • Track budget for new and vacant positions • Provide vacancy savings and cost statistics in real-time • Provide opportunity to forecast budgets for employee personnel • Analyze employee compensation to offer guidance on salaries • Provide gender-based salary reviews and reporting to analyze compliance with the Massachusetts Equal Pay Act (MEPA) • Track employee turnover and retention rates

GENERAL SECURITY

Role-Based Access Control	The system must support role-based access control (RBAC) based on defined work role(s) as well as the ability to modify an individual and group's access to modules, screens, fields, forms, etc. System supports data encryption and detailed auditing on all sensitive/confidential data fields and data fields that would require breach notifications to data subjects in the event of unauthorized disclosure under domestic and foreign privacy laws.
Security Assessment	Security Assessment provided (e.g., ISO, Visa CISP)

Secure Communication Protocols	Secure Communication Protocols for Communication between vendor and University (SFTP, HTTPS, SCP, SSH)
Communication	Secure real-time communication (e.g., VPN or private line)
Sensitive Data Storage	Stores sensitive data in databases or log files only as absolutely necessary and protects it with security software, hardware, encryption, truncation, or a combination thereof. Also, secure file communication (e.g., PGP)
Penetration Testing	Performs a vulnerability scan and penetration test on application code as part of ongoing security evaluation. A Soc II Type 2 may be requested.
Auditing	Provides system and transaction logs for auditing purposes
Multi-Factor Authentication (MFA)	Includes a multi-level authentication process to prevent unauthorized user access. Must support multi-factor authentication (Microsoft/Azure)
Complies with Regulations	Complies with all applicable federal, state, and other statutes, regulations, and relevant policies.

APPLICANT TRACKING SYSTEM

Requisition Request	Separate requisition approval workflow that allows for classification and compensation budget review.
Applicant Portal Access	Ability for an applicant to create a log in to browse, apply, upload, and communicate on a potential position. Ability to set-up searches on your applicant dashboard
Data Collection	Ability to meet all state and federal information collection requirements. (EEO information including veteran and disability status). Ability to mask candidate identification fields.
Data Download	Ability to download/extract applicant materials.
Approval Delegation	Ability to create automated approval workflow steps or other related processes.
User Impersonation	Ability for staff/licensed user to impersonate a user for trouble shooting and responses.
Job Posting Categories	Ability to create separate, customizable job categories: benefitted staff, faculty, part-time faculty, temporary staff, and student employment, etc.

Hiring Manager Job Access/Applicant Privacy	Allow applicants to apply to multiple positions discreetly and submit multiple CV materials related to those positions. Hiring Managers should not be able to view other positions that an applicant in their pool has applied to.
Advertisement	Integration/ease of posting on advertisement sites and site scraping. Allow for internal only and external postings.
Application Completion	OCR capability to autofill fields in accordance with uploaded resume. Ability to apply to multiple positions using one (1) application/resume.
Multiple Application types	Separate applications for student positions, staff, administrator, and faculty positions.
Multiple Attachments	Ability to attach multiple documents/attachments.
Applicant Material Review	Ability for HR to control and review applicant pool materials. Ability for roles outside of HR, internal and external, to view applicant pool.
Moving Candidates through the Hiring Process	Ability to move applicants and application materials easily within the system, hiring stages, and other position categories.
Candidate Feedback	Ability to communicate evaluation feedback, categorize candidates, search, and filter candidates.
Background check/License Certification	Ability to integrate background check/license certification confirmation process.
Hiring	Ability to send "Offer Letters" within the system, email with candidates, automate reference checks and hire multiple candidates into one position without duplication of workflow steps for positions such as student positions and adjunct faculty positions.
Post Hiring	Ability to make changes to Hiring Proposal after final approval/workflow state (move to canceled if necessary) or adjustments in the hiring information.
Reporting Capability	Ability for file and/or report sharing purposes to other systems, for example PeopleSoft/Oracle, HR/CMS, and other internal systems

ONBOARDING

Workflow	Ability to directly workflow new hire paperwork to the appropriate parties who process new hires
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	such as HR, Benefits and Payroll including ability to approve, delegate approval, comment and maintain an audit trail.
Data Integration	Ability for data to be shared automatically via system integrations with other offices such as Financial Aid, DGCE, Payroll.
Task Management	Ability to assign/unassign checklists/paperwork depending on hire/job requirements. Ability for different users/roles to see progress of paperwork and task completion (incomplete, complete, not yet started) including assigning tasks to other University areas such as ITS for new employee set up.
Notifications	Ability to notify when paperwork is submitted, late, reminders sent, returned, requested correction, and enable notifications to be sent to all relevant parties such as the onboarding employee, hiring manager and Onboarding Coordinator
Offer Letters	Provide workflow for offer letter creation and acceptance which provides automated notification of all impacted parties including the hiring manager.
Forms	Ability to create, manage and customize required forms, upload paper form with required fields indicated. Accept digital signatures. Also, ability to provide customized forms for four different employee populations.
Integrated New Hire Training	Ability to assign trainings for new hires during onboarding process with an integrated LMS system as part of the task management feature.

ADDITIONAL SOLUTION FEATURES

Employee Performance Evaluation Maintenance/Performance Management	<ul style="list-style-type: none"> • Distribute performance evaluations customized per the individual Bargaining Agreement • Track status of performance evaluations via manager dashboard and HR Admin rights • Provide a tool where employees can access their past performance evaluations • Send out notifications to managers and employees of upcoming and past due Evaluations
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	<ul style="list-style-type: none"> • Ability to create a workflow for necessary approvals • Ability for secure E-sign
Employee Job Description Maintenance	<ul style="list-style-type: none"> • Provide a tool where job descriptions are included in the performance evaluation process • Track and maintain employee job descriptions available to employees and managers • Workflow to collect electronic signatures for employee job descriptions
Organizational	<ul style="list-style-type: none"> • Ability to create an approval workflow as necessary • Ability to download organization charts into Visio and/or PDF formats • Provide a visual tool that can create organizational charts on-demand including vacant positions • Ability of HR admin to make changes to organizational structure • Ability to display “dotted line” reporting structure Customizable view of organization structure to view whole structure or drill down to departmental structure
Contract Management	Ability to manage adjunct faculty contracts through workflow system

LEARNING MANAGEMENT

Tracking, Notifications, and monitoring	<ul style="list-style-type: none"> • Provide a learning management system that tracks online, live online and in-person training • Ability to add custom online courses • This system should come with pre-loaded standard content in areas such as policy and law topics like Title IX, discrimination and harassment and soft skills such as customer service, management and leadership skills, communication, email, and business etiquette, etc. • This system should alert management when employees are out of compliance with mandatory training.
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	<ul style="list-style-type: none"> • Training completion and compliance should automatically feed into performance evaluations • New employees are automatically enrolled in a pre-determined training plan based on their campus role.
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OFFBOARDING

<p>Tracking, notifications, and monitoring</p>	<ul style="list-style-type: none"> • Provide a tracking mechanism of exiting employees • Ability to send notifications to exiting employees, their managers, and impacted departments • Provide employees an exit checklist for asset collection • Manage cost of employee turnover • Ability to concatenate the data from exit <ul style="list-style-type: none"> ○ interviews and build a report for executive leadership. • Integration with IT asset management system to ensure all university assets are returned upon employee departure
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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
Proposed Implementation Schedule	File Type: Any	1	Required
Proposer Representation	File Type: PDF (.pdf)	1	Required

Name	Type	# Files	Requirement
Affidavit of State Tax Compliance	File Type: PDF (.pdf)	1	Required
W-9 Taxpayer Identification	File Type PDF (.pdf)	1	Required
Commonwealth of Massachusetts Standard Contract Form and Terms and Conditions for Information Technology	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 2:00 PM EST**. Late responses will be rejected.

Project Implementation Plan

Please submit a proposed implementation plan. The plan should consist of a proposed period for implementation, testing, and roll out into production. Additionally, please include the responsibility, estimated resources and approximate time which is usual for your platform's implementation process that will require university Information Technology resources.

Voluntary Product Accessibility Template (VPAT)

Please see the following VPAT document (<https://www.section508.gov/sell/vpat>) to ensure your product meets all current accessibility guidelines. This information will be required during the RFP process.

Organization Control Report

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.

Questions

Bidders may submit written questions to: rros@salestate.edu The Question period for this opportunity starts August 7, 2023, at 8:00 AM. The Question period for this opportunity ends August 21, 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: rros@salestate.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.

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.

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 below.

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.
 - A. 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.
 - B. 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.
 - C. 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 (\$3,000,000) per occurrence and five million dollars (\$5,000,000) per aggregate. This policy must be endorsed to include the University as additionally insured including a Waiver of Subrogation.
 - D. 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 rrosales@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

- 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.

Comparative Evaluation Criteria

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.

Proposals will be evaluated pursuant to the following criteria:

- Responsiveness to requirements of RFP
- Financial and organizational stability of respondent
- Understanding of proposed scope of services and approach in addressing SSU's specific needs and objectives
- Quality and timeliness of proposed work plan
- Technical capabilities (in terms of personnel, equipment, and materials) and management plan (including staffing of key positions, method of assigning work, and procedures for maintaining level of service)
- Diversity, Equity & Inclusion plan
- Demonstrated experience and qualifications of respondent and respondent's staff assigned to perform the solicited services
- Ability to provide a cost-effective solution to meet the needs of SSU; and
- Demonstrated successful past performance based on references

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 a comprehensive applicant tracking system. 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. Identify your system's email capabilities and format.
4. Indicate if your company is accustomed to software integration with the third-party vendors as listed above. Also, note any issues your company has experienced and your ability to alleviate these issues.
5. Do you provide non-production environments that we can use to try out or demo new configurations? Can we port real business data to that environment?
6. Do you have support services for integration that includes a test environment and ongoing, dedicated customer and technical support or do you perform your own implementations, or do you use a third-party implementation vendor(s)?
7. Clearly identify the application software modules, add-ons, utilities, tools, reports generators, underlying technology, and third-party applications within your response that you would recommend.
8. Does your application work entirely as a web-based cloud application, not requiring any specific operating system, browser, or proprietary plugin or driver?
9. When you perform platform updates, do you require us to schedule downtime or to assist in regression testing? How robust is your continuous integration and deployment?
10. Is there any kind of data connector or integration client we need to install and maintain on an on-premises server?
11. 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)?
12. Do we have direct access to a database connector, and can we pull data directly or fix wrong data?
 13. Does IT have ready access to knowledgeable technical support for complex integration problems?
 14. Does any part of the day-to-day application administration require the administrator to know complex scripting or query languages?
 15. What parts of your platform and technology talent are provided in house and which are provided by third parties?
 16. Could we talk to someone from a customer's IT department who has implemented in the last year?
 17. Have you been required to respond to an unplanned regulatory compliance or security event?
 18. Do you provide standards-based APIs for integrating data with data from other business systems for data warehousing, business intelligence, and reporting? (REST, SOAP)
 19. What is your standard technique and architecture or managing batch processes and data payloads?
 20. How do you integrate with Microsoft Active Directory? Can we create and update employee records directly from your system to AD on a frequent, regular basis?
 21. Can we integrate with Microsoft Azure Single Sign-On to authenticate end users and administrators? Can we use Active Directory groups to manage authorizations?
 22. Does your product allow us to maintain a hierarchal organization chart? Does it store other organization data separate from people records that we would need to synchronize with other systems?
 23. Can your system store photos for identity-card purposes and/or do you have customers integrating with external products that do this?
 24. Please describe your staff's skill level and ability to interface with the PeopleSoft HR/CMS payroll system utilized by the Commonwealth of Massachusetts.
 25. Please describe your staff's skill level and ability to interface with Salem State's local PeopleSoft Student Information System and finance system.

26. Do you provide professional services – developers – to help us integrate the product with our other systems? Notably, Active Directory and our MSSQL-based data warehouse.
 27. Are you recommending the implementation of a third-party reporting application?
 28. A project plan and proposed timetable outlining the methodology in seamlessly transitioning the university's system without causing an interruption in services provided to the campus community.
 29. What differentiates your product from other HCMS tools?
 30. What special features or configurations does your product provide for higher education?
 31. How are your products and services licensed?
 32. Identify the earliest date required to commence the transition and deliver service no later than July 1, 2024, and the maximum time required for a full integrated conversion.
 33. Provide details of software specifications to ensure compatibility with university systems.
 34. Specify the maintenance information for the proposed software.
 35. Describe your process of escalation of issues throughout the implementation phase and the anticipated service level agreement for the proposed services.
 36. Company profile including company core values that support the University's mission and builds a vibrant community.
 37. Contact information of individual representing firm in this process (name, title, address, phone, and email).
 38. 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 software implementation, please provide an estimated total cost of ownership for the proposed software solution (including subscription/license fees, maintenance/operation costs, one-time or ancillary costs, etc.).
2. Describe the software 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. Also specify if the proposed solution must be purchased and implemented as a full software suite or if it can be procured by module.
3. Clearly identify and explain the assumptions upon which the total cost of ownership 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 license or subscription cost increments after a five-year fixed price period. Does the increment % vary due to any factors such as usage, module, # of modules in use, or any other factor? Are there options for a cap on subscription renewal up-ticks following the 5-year initial subscription period?
5. Describe any discounts/incentives available to the university which would minimize the Total Cost of Ownership for the solution, (e.g., bundling functionality, preferential payment terms to maximize capitalizations, 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 software costs over time as various modules are put into production.
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. Examples provided in the list below are non-exhaustive; some elements may not be applicable. Please include additional items as appropriate:
 - Modules / Functional Components
 - Storage
 - Support

- Environments: e.g., Sandbox, Development, Testing/Training, Production Support, Production, Other Recommended
- Languages
- Bandwidth and over what time duration
- Network
- Encryption
- Backup
- Data refresh
- NRC Software costs
- Note the cost difference between cloud based and on-premises software, if applicable
- Upgrades: frequency, product enhancements, bug fixes, upgrade support
- Other: configuration, characters, custom objects, security audits, etc.

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:		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):	
		RFR/Procurement or Other ID Number: RFP SSU 2024-01	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" 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 Current Contract End Date <i>Prior</i> to Amendment: ____, 20__. 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 checked="" 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 checked="" 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: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> 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 FOR INFORMATION TECHNOLOGY CONTRACTS

This Commonwealth Terms and Conditions for Information Technology Contracts (“IT Terms and Conditions”) form is jointly issued by the Executive Office of Technology Services and Security (EOTSS), 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 to govern Contracts subject to the object codes for information technology, as defined by the Office of the Comptroller’s [Expenditure Classification Handbook](#), or other Contracts as expressly approved in writing by EOTSS, ANF, OSD, and CTR. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form shall be void. Upon execution of the Standard Contract Form and filing as prescribed by the Office of the Comptroller, these IT Terms and Conditions will be incorporated by reference into any Contract for IT commodities or services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. 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. The Commonwealth’s possession, installation, or use of proprietary IT commodities or services, developed by Contractor for the open market without the use of State funds, shall not transfer title or ownership thereof to the Commonwealth. A “Contract” shall mean, in the following order of priority: (i) these IT Terms and Conditions; (ii) the Standard Contract Form issued jointly by ANF, CTR and OSD, and the Standard Contract Form Instructions and Contractor Certifications; (iii) the Request for Response (RFR) or applicable solicitation document, as it may be amended by the Department; (iv) the Contractor’s response to the RFR or applicable solicitation document, as it may be amended by the Department and Contractor, including any negotiated terms and conditions allowable pursuant to law or regulation; (v) a solicitation created by the Department for a particular engagement such as a Request for Quote (RFQ), as it may be amended by the Department; (vi) any negotiated terms and conditions governing a particular engagement, as expressly agreed to in writing between the Department and the Contractor; and (vii) the Contractor’s response to the Department’s solicitation.

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. The Department may, in its sole discretion, agree to pre-payment for subscription-based IT commodities or services for a term length as specified in the 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) of 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, without penalty, terminate or suspend a Contract: (i) without cause; (ii) if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract; (iii) in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract; or (iv) 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



COMMONWEALTH TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY CONTRACTS

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, Privacy, and Protection of Data. The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data" and shall comply with M.G.L. c. 93H if the Contractor accesses "personal information." 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. See also the Commonwealth's Standard Contract Form and the Enterprise Security Policies and Standards: <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>.

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. Upon prompt written notice to the Contractor, the Department may assign or delegate, in whole or

in part, or transfer any liability, responsibility, obligation, duty or interest under a Contract, to another Department, provided that the assignee has agreed to take full responsibility of such Contract, liability, responsibility, obligation, duty or interest.

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 IT 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 Contractor shall be responsible for the acts and omissions of its subcontractors. 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, 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. Liability. Unless otherwise exempted by law, and subject to Section 13, the Contractor shall be liable for any and all claims, liabilities, and costs which arise out of the Contractor's performance of a Contract.

12. Indemnification. 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 personal injury, property damage, or infringement of intellectual property rights, (each, an "Unlimited Claim"), and all claims, liabilities, and costs, in connection with a security or data breach, or unauthorized disclosure of data, (each, a "Data Breach"), and other claims, liabilities, and costs, which arise out of Contractor's performance of a Contract. After prompt notification by the State, the Contractor shall have an opportunity to participate in the defense of claims and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this Section 12. The Contractor (including its agents, officers, employees or subcontractors) shall at no time be considered an agent or representative of the Department or the State. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

13. Limitation of Liability. Absent a higher limitation of liability expressly agreed to in a particular Contract between the Department and the Contractor, the limitation of liability in this



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Section 13 shall apply. This Section 13 shall not limit the State's right of recovery for the Contractor's indemnification obligations for an Unlimited Claim under Section 12, nor the State's ability to join the Contractor as a third-party defendant in connection with an Unlimited Claim or Data Breach. The Contractor's liability for any Data Breach shall not exceed the greater of: (i) \$250,000; (ii) the amount mandated by applicable State or Federal law; (iii) five times the total value of the Contract (or in the case of subscription-based Contracts, five times the total value of the Contract during the committed subscription term); or (iv) the total coverage provided by Contractor's insurance provider(s) for such Data Breach. The Contractor's liability for any other claim shall not exceed the greater of: (i) \$100,000; or (ii) two times the total value of the Contract (or in the case of subscription-based Contracts, two times the total value of the Contract during the committed subscription term). Except for the Contractor's indemnification obligations for an Unlimited Claim or Data Breach under Section 12, the Contractor shall not be liable for incidental or consequential damages, including without limitation, loss of use of equipment, lost revenue, lost savings or lost profits of the State.

14. 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.

15. 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.

16. 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 State court in Massachusetts, unless a federal court in Massachusetts has

exclusive jurisdiction thereof. The Department, with the approval of the Office of the Attorney General (AGO), may: (i) consent to the jurisdiction of federal courts outside of Massachusetts; or (ii) agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation with the Contractor. No legal or equitable rights of the parties shall be limited by this section.

17. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of deleting, replacing or modifying any printed language of these IT Terms and Conditions, as officially published by EOTSS, ANF, CTR and OSD, or any printed language of the Standard Contract Form 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 IT 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 IT 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.

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