

## REQUEST FOR PROPOSAL

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### Comprehensive Transfer Technology Solution

RFP SSU 2026-04

Issued: Thursday, January 22, 2026

**PROPOSAL DUE: Monday, February 16, 2026, at 2:00 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.

## 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.

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.

## RFP Specifications: Comprehensive Transfer Technology Solution

### 1. Overview

Salem State University seeks proposals for a comprehensive, enterprise-level transcript processing and transfer credit evaluation automation solution that modernizes and automates transfer credit intake, evaluation, articulation, and prospective transfer student recruitment by means of a transfer portal that is able to provide degree audit information to prospective students. The selected solution will leverage AI technologies to extract transcript data, match it against institutional equivalency rules and must integrate seamlessly with Oracle Campus Solutions (PeopleSoft) and support the full lifecycle of transfer credit—from transcript ingestion to final posting in the Student Information System (SIS).

The University is especially interested in vendors who:

- Provide end-to-end implementation services with minimal burden on campus IT staff in collaboration with an internally assigned project manager.
- Demonstrate deep expertise with Oracle Campus Solutions/PeopleSoft integration.
- Leverage AI-enhanced automation, machine learning, or NLP to improve accuracy and speed.

- Is able to integrate with the Oracle Campus Solutions/PeopleSoft Academic Advisement module to provide on demand degree audit information to prospective transfer students.

## 2. Required Functional Components

### 2.1 Transcript Ingestion & Processing

The proposed solution must:

#### *High School & College Transcript Reading*

- Accurately read and parse both high school and college transcripts, including:
  - PDF and scanned images
  - E-transcripts (e.g., Parchment, National Student Clearinghouse, SPEEDE)
  - Unofficial documents uploaded by students
- Extract course, grade, credit, and term information.
- Handle custom evaluation rules (e.g., Mass Transfer General Education Foundation, weighted high school GPA rules)
- Identify and normalize institution names and course subjects/numbers.
- Accurately read and parse international credential evaluations (e.g., WES, CED, NACES and similar)
- Handle varying formats (OCR + AI/NLP strongly preferred).

#### *Connection to Existing Document Management*

- Pull transcripts directly from OnBase via API or automated retrieval.
- Associate transcript data with the correct student record and/or prospect.

### 2.2 Integration with Oracle Campus Solutions (PeopleSoft)

The proposed solution must provide robust, secure, and fully documented integration with Oracle Campus Solutions (PeopleSoft) 9.2. The vendor must demonstrate prior successful integrations with PeopleSoft at peer institutions and must clearly articulate the technical approach, supported APIs, data exchange methods, and mapping strategies.

The University requires a model in which PeopleSoft remains the authoritative system of record for students, course, and degree data. The solution must not require the creation or

maintenance of a shadow student information database unless expressly approved by SSU.

### *2.21 Real-Time or Near-Real-Time Integration*

a. The solution must support real-time or near-real-time exchange of data between the vendor system and PeopleSoft, including:

- Web services, REST APIs, integration broker endpoints, or other standards-based approaches
- Secure and FERPA-compliant transmission protocols
- Automated synchronization of changes without manual intervention

b. The vendor must describe expected latency windows and any technical prerequisites.

### *2.22 Required Bi-Directional PeopleSoft Integration*

The vendor must support bi-directional integration as needed with the following Campus Solutions components:

a. Transfer Credit & Articulation

- Transfer Credit Evaluation (TCE) tables
- External course and institution tables
- Equivalency rules, transfer subject areas, and articulation conditions
- Student External Education tables

b. Academic Structure & Course Data

- Course Catalog (e.g., PS\_CRSE, PS\_CRSE\_CATALOG, PS\_CRSE\_OFFER)
- Academic Organization, Academic Program, Plan (as needed for degree applicability and transfer articulation)

c. Degree Audit / Academic Advisement

- Academic Advisement requirement tables
- Updates needed for preliminary degree audit scenarios

d. Student Records & Admissions

- Bio/demo data needed for record matching
- Admissions application records (for recruitment module)
- Student Program/Plan/Term data as applicable

The vendor must identify all specific tables or API endpoints used and all data required.

## 2.3 Transfer Equivalency Automation & Workflow

The solution should include:

### *AI-Driven Equivalency Suggestions*

- Automated or semi-automated **course equivalency suggestions** based on:
  - Existing transfer rules
  - Historical equivalencies
  - Machine learning pattern detection
  - Content similarity between courses (syllabi, descriptions, etc.)

### *Decision Workflow*

- Routing of evaluations to designated evaluators (transfer staff, academic departments, etc.).
- Ability to capture:
  - Decisions
  - Reviewer notes
  - Supporting documents
  - Effective dates and rule applicability
- Automated notification/escalation options.
- Publishing Back to SIS:
  - Transfer Articulation rules
  - Student Transfer Credit Evaluation (Course Credits)
  - Course equivalency tables

## 2.4 Prospective Student Recruitment & Self-Service Tools

A front-facing module for prospective and newly admitted students must:

### *Student Transcript Upload Portal*

- Enable students to upload unofficial transcripts
- Use the system's transcript-reading engine to extract transfer data automatically.

### *Tentative Transfer Evaluation*

- Generate an instant, unofficial, rule-based transfer evaluation using PeopleSoft transfer articulation rules.
- Present projected:

- Transferable credits
- Applicability to the student's chosen major

#### *Preliminary Degree Audit*

- Produce a preliminary degree audit aligned with PeopleSoft Academic Advisement data.

#### *Prospect Generation for Admissions*

- Automatically send prospect data to the CRM, including:
  - Contact information
  - Uploaded documents
  - Intended major(s)
  - Tentative credit summary
- Provide dashboards for recruitment analytics.

## 2.5 Reporting & Analytics

The solution should provide:

- Dashboards for workflow monitoring and evaluator workload.
- Analytics on frequent incoming institutions, course trends, and equivalency gaps.
- Exportable reports compatible with institutional research and admissions requirements.

## 3. Technical Requirements

### 3.1 System Architecture

- Cloud-based SaaS solution is preferred.
- FERPA-compliant with secure data transfer (TLS 1.2 or higher).
- Scalable to support increased transcript volume during peak periods.
- Require compliance with Web Content Accessibility Guidelines (WCAG) 2.1. (<https://www.w3.org/TR/WCAG21/>).

### 3.2 Integration Requirements

- Native web services / APIs for Oracle Campus Solutions.
- Proven integration with:
  - PeopleSoft Campus Solutions 9.2
  - OnBase

- E-transcript networks (Parchment, NSC, etc.)
- Salesforce

## 4. Implementation Requirements

### 4.1 Vendor-Led Responsibilities

To minimize university IT workload, vendors must provide:

- Collaborative project management with internal project manager
- Business process mapping
- Gap analysis and system configuration
- Workflow design
- Integration development
- Testing and validation
- Training (end users, evaluators, administrators)
- Documentation and knowledge transfer
- Post-launch support
- Ongoing maintenance and update cycle

#### *Desired Implementation Approach*

- Vendor conducts majority of the technical build.
- Clear project plan with milestones and staffing requirements.
- Minimal PeopleSoft technical development required on the university side.

## 5. AI & Automation Expectations

Vendors should clearly describe:

- How AI, machine learning, or NLP is used for equivalency suggestion, transcript parsing, and rule automation.
- Accuracy rates for transcript recognition.
- Human-in-the-loop quality assurance.
- How the system learns from past decisions.
- Compliance and transparency capabilities (audit logs, explainability).

## 6. Reporting & Analytics

- The solution must include:
- Dashboards for processing volume
- Dashboards for evaluation status

- Dashboards and/or reports highlighting exceptions
- Exportable reports for use in external systems or further analysis

## 7. Vendor Qualifications

Vendors must demonstrate:

- Documented experience integrating with Oracle Campus Solutions (PeopleSoft).
- Successful implementations at institutions using PeopleSoft for:
  - Transfer articulation
  - Degree audit
  - Transfer credit posting
- Experience with transcript OCR/NLP and automated articulation.
- Capacity for enterprise-level support and scalability.

## 8. Support & Maintenance

Vendors must provide:

- A clear outline of ongoing support options, including any additional charges
- Ongoing updates and enhancements
- Account Management

## 9. Project Timeline and Vendor Responsibilities

Salem State University intends to fully implement the selected transfer technology solution by August 1, 2026, in advance of the opening of the 2027 admissions cycle, with project initiation anticipated in early March 2026. It is our intention to select a vendor by early February 2026.

The University will assign an internal project manager to coordinate functional and IT stakeholders and to serve as the primary institutional point of contact. The Vendor shall work collaboratively with the internal project manager to develop and execute a mutually agreed-upon project plan.

The scope of work shall include, at a minimum, business process mapping, system configuration and integration, testing, training, and deployment. All system testing, user acceptance testing, training, and readiness activities must be completed no later than mid-summer 2026 to support the required go-live date.

The Vendor shall be responsible for providing a detailed project plan, assigning qualified project and implementation staff, meeting agreed-upon milestones and deliverables,



supporting testing and training activities, and promptly identifying and escalating risks that may affect the project schedule or successful implementation.

## 10. Technical and Price Proposal Requirements

The proposal must include:

- Itemized pricing:
  - Licensing (per user, per volume, or enterprise unlimited)
  - Implementation
  - Custom development
  - Integration with OnBase and PeopleSoft
  - Optional modules (e.g., degree audit, prospecting)
  - Ongoing support and maintenance fees
- Any volume-based fees (per transcript, per institution) must be clearly indicated.

The technical and price proposal is to be submitted in accordance with directions given under the section scope and price proposal sections. The Technical Proposal must contain all items within the scope of this RFP.

This section of the RFP solicits price estimates for services offered 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 with annual renewal thereafter 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. 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:
  - Describe your pricing model.
  - Provide an estimate of total costs for the solution(s) you are recommending.
  - Estimates must include all costs for product, implementation, and servicing. Please make sure the following is included:
    - License Fee:
    - Annual Maintenance:
    - Implementation costs:
    - Training 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.
3. Price Adjustment and Escalation Clause: Pricing is anticipated to stay firm for the initial five (5) years of the contract with an allowable price escalation at year renewal years; the maximum price change **shall not exceed the lesser** of the unadjusted percent change in the Product Price Index (PPI) 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 \_\_\_\_\_% from the previous year's firm fixed pricing (**Vendor: fill in percentage**). Salem State has the right to negotiate percentage adjustments with the selected vendor for the solution offered.
  4. 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.

## 11. Questions

Bidders may submit written questions to: [rramos@saalemstate.edu](mailto:rramos@saalemstate.edu) The Question period for this **opportunity ends Friday January 30, 2026, at 12:00 PM EST**. You will not be able to submit questions after this time. The University will compile all questions and respond via addendum and will email responses to all potential bidders by Friday February 6, 2026.

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.

## 12. Contact Information

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

Reynaldo Ramos, Assistant Vice President, Purchasing and Auxiliary Services

Salem State University

352 Lafayette Street

Salem, Ma 01970-5353

Email: [rramos@saalemstate.edu](mailto:rramos@saalemstate.edu)

## 13. Procurement Use

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

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

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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. Authorized Signature**

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

#### **18. Expenses**

Expenses for developing and presenting proposals shall be the entire responsibility of the Bidder and shall not be chargeable to the University.

## 19. Terms and Conditions

Upon awarding the RFP, the awarded proposer will be required to execute the Commonwealth Standard Contract and Terms and Conditions for Information Technology contracts (Appendix A). The terms and conditions should be reviewed wholly and thoroughly. The University cannot make modifications to the commonwealth terms and conditions.

## 20. Proposal 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 is submitted. 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.

## 21. Proposed Materials

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

## 22. 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.

## 23. 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.

## 24. RFP Interpretation

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

## 25. Addendum

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

## 26. 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.

## 27. 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.

## 28. Minimum Evaluation Criteria

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

- Each response must be received electronically to [rramos@salemstate.edu](mailto:rramos@salemstate.edu) by the due date and time established under this RFP.
- The following documents must be submitted:
  - Technical Response
  - Price Response
  - Affidavit of State Tax Compliance
  - W-9 Taxpayer Identification
  - Signed Commonwealth of Massachusetts Standard Contract Form and Terms and Conditions for Information Technology Contracts
- The response must include all items listed in scope to be considered a complete proposal.

- Proposers must be in the field of providing services related to the Scope of Services of this RFP.

## 29. Virtual Presentations

After reviewing 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.

## 30. Comparative Evaluation Criteria

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.

The contract will be awarded within 30 days of the proposal due date 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. Proposals will be evaluated pursuant to the following criteria:

- Responsiveness to requirements of RFP
- Financial and organizational stability of respondents
- 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)
- 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.

The agreement, if awarded, shall be governed, and construed in accordance with the laws of the **Commonwealth of Massachusetts**, which include but are not limited to the items identified in the Commonwealth of Massachusetts Standard Contract Terms and Conditions for Information Technology Contracts.

### 31. System Security

Contractor will be required to use data provided by Salem State University (“SSU Data”) and will implement commercially reasonable safeguards necessary to: (i) prevent unauthorized access to SSU Data from any public or private network; (ii) prevent unauthorized physical access to any information technology resources involved in the project; and (iii) prevent interception and manipulation of SSU Data during transmission to and from any servers.

The awarded contractor will be required to provide reasonable assurances that Personal Information (PI) that is handled by vendors and providers of services to Salem State University (SSU), for the University to fulfill its mission, is protected from unauthorized access and illicit use. If awarded vendor fails to provide satisfactory data security information as required will result in offer rescind and may be awarded to second higher score bidder.

### 31. 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.

### 32. 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.

### 33. Contract Period and Requirements

The initial term of this agreement shall be for five (5) years commencing in the Fall 2026. The contract shall be considered fully executed upon the date and signature of the authorized University official. The firm awarded this contract will be required to execute a Commonwealth of Massachusetts Standard Contract Form together with any appropriate certifications of compliance to the University, including but not limited to, the Commonwealth Terms and Conditions for Information Technology contracts listed in this RFP. The contract shall have two (2) one (1) year optional extensions at the discretion of the University.

### 34. Indemnification

The Vendor shall indemnify and hold harmless the Salem State University and its agents, board of trustees, and employees from and against all claims, for infringement of any United State Patent, or damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, good, or equipment, as required by the 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.

### 35. Insurance Requirements

The Contractor shall purchase and maintain at its sole cost and expense throughout the term of this 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:

- A. 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.
- B. Cyber Security Insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses of at least three million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) per aggregate. This policy must be endorsed to include the University as additionally insured, including a Waiver of Subrogation.

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

### 36. References

Please provide at least three client references including name, email and phone number.



**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**

**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.macomptroller.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	
<b>Legal Address: (W-9, W-4):</b>		<b>MMARS Department Code:</b>	
<b>Contract Manager:</b>		<b>Business Mailing Address:</b> 352 Lafayette Street Salem, MA 01970	
<b>Phone:</b>		<b>Billing Address (if different):</b> Accounts-payable@salemstate.edu	
<b>E-Mail:</b>		<b>Contract Manager:</b>	
<b>Fax:</b>		<b>Phone:</b>	
<b>Contractor Vendor Code: VC</b>		<b>E-Mail:</b>	
<b>Fax:</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> RFP SSU 2026-04			
<input checked="" type="checkbox"/> <b>NEW CONTRACT</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)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <u>Prior</u> 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)	
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"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions for Human and Social Services</a> <input checked="" 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 checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> 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: __ agree to standard 45 day cycle __ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); __ 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.) Comprehensive Transfer Technology Solution.			
<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 <b>26</b> , 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____  Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____  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



## COMMONWEALTH TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY CONTRACTS

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.**