SALEM STATE UNIVERSITY

Request For Proposals

RFP SSU-2027-01

Campus Building Automation System Preventive Maintenance, Repair, Technical Support, and On-call Services

Salem State University
352 Lafayette Street
Salem, MA 01970

Procurement Milestone	Date / Time
RFP Issue Date	November 2, 2026
Optional Pre-Proposal Conference / Site Walk	November 9, 2026, at 10:am
Deadline for Written Questions: email to rramos@salemstate.edu	Monday, November 9, by 5pm
Addendum Issuance Target	Tuesday, November 10, 2026
Technical/Price Proposals Due*: email to rramos@salemstate.edu	Monday November 16, 2026, by 11am
Anticipated Notice of Intent to Award	November 2026
Anticipated Contract Start	December 2026
*Late submission will be rejected	

Document Control and Procurement Notes

Item	Draft Provision
Owner	Salem State University
Department	Capital Planning and Facilities
Procurement Contact	Reynaldo Ramos
Contract Type	Service and on-call task authorization contract; final structure subject to Purchasing review
Initial Term	Five (5) years
Renewal Options	Up to two additional one-year options, exercisable solely by the University, subject to appropriation and written amendment
Award Basis	Most advantageous responsible and responsive proposal, considering price and published comparative evaluation criteria
Price Submission	Separate electronic price proposal, as directed in the final posting
Record Drawings	Salem State Campus BAS Upgrades - Phase 2 ATC Record Drawings, incorporated as reference information and existing-condition documentation

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1. Procurement Overview

1.1 Purpose

Salem State University through the office of the Chief Procurement Officer invites electronic proposals from qualified building automation system contractors to provide campus-wide preventive maintenance, diagnostics, repair, programming, integration, operator support, documentation, and on-call emergency and non-emergency services for the University's existing BAS and automatic temperature control infrastructure. The selected contractor shall furnish all labor, supervision, tools, test equipment, software access, transportation, incidental materials, and administrative services necessary to perform the work described in this RFP.

The procurement is intended for preventive maintenance, troubleshooting, repair, programming, integration, documentation, training, and on-call technical services for existing campus building automation systems.

The University will use individual written task authorizations for work beyond including recurring services. No additional work may proceed without written authorization.

The Phase 2 record drawings indicate a Honeywell WEBs / Niagara N4 supervisory environment with multiple JACE controllers and legacy LON, BACnet, Modbus, and related field networks. The drawings remain the controlling reference for specific existing conditions.

1.2 Objectives

- Maintain reliable operation of BAS supervisory, network, controller, sensor, actuator, and controlled-equipment interfaces.
- Preserve compatibility with the University's existing Honeywell WEBs / Niagara N4 supervisory environment and campus IP network, and provide all required software, firmware, drivers, licenses, software maintenance agreements, updates, patches, and related activation or support services necessary for the continued operation, maintenance, backup, restoration, programming, integration, and cybersecurity of the BAS, unless specifically identified as University-furnished.
- Improve alarm quality, trend reliability, sequence performance, energy efficiency, and seasonal readiness.
- Provide transparent service records, backups, change logs, deficiency reports, and itemized repair recommendations.
- Establish competitive labor rates and material markups for authorized on-call work.
- Transfer knowledge to University personnel and avoid unnecessary vendor dependence.

1.3 Contract Framework

The University anticipates one primary award, but reserves the right to make no award, reject proposals, cancel the solicitation, or make other awards. The resulting contract will consist of the final RFP, addenda, the successful proposal, negotiated clarifications expressly incorporated by the University, Commonwealth of Massachusetts contract and T&Cs, purchase orders, and authorized task orders.

1.4 Governing Procurement Requirements

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 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.

2. Instructions to Proposers

2.1 Procurement Contact

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

Reynaldo Ramos, Assistant Vice President, Purchasing and Auxiliary Services

Salem State University

352 Lafayette Street

Salem, Ma 01970-5353

Email: rramos@salemstate.edu

Bidders are prohibited from communicating directly with any other employee of the University except as specified above. The University's Procurement Services office is authorized to provide any information or respond to any question or inquiry concerning this RFP.

2.2 Questions and Addenda

Questions must be submitted in writing by the deadline. Responses and changes will be issued only by written addendum. Oral interpretations are not binding.

2.3 Site Visit

The University will conduct an optional pre-proposal conference site visit. Proposers shall not access control panels, networks, mechanical rooms, roofs, residence halls, or occupied spaces without authorization.

2.4 Submission

Submit one technical proposal and one separate price proposal in the format, media, file-size, naming, labeling, and delivery method stated in the final posting. Price information shall not appear in the technical proposal.

2.5 Proposal Validity

Proposals shall remain valid for 120 calendar days after the due date unless the University requests and the proposer agrees to an extension.

2.6 Public Records

All responses and information submitted in response to this RFB are subject to the Massachusetts Freedom of Information Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Any statements reserving any confidentiality or privacy rights in submitted Responses or otherwise inconsistent with these statutes will be void and disregarded

2.7 Costs of Proposal

The University is not responsible for costs incurred in preparing a proposal, attending meetings, conducting site review, or negotiating a contract.

2.8 Reservations

The University may waive minor informalities, request written clarification, verify information, check references, reject nonresponsive proposals, and reject any proposer determined not responsible, subject to applicable law and the published procurement procedure.

3. Minimum Qualifications

A proposer must demonstrate the following at the proposal due date and throughout the contract:

- At least five years of recent organizational experience servicing commercial, institutional, or higher-education BAS environments of comparable complexity.
- Demonstrated Niagara N4 and Honeywell WEBs capabilities, including appropriately trained personnel able to service supervisory controllers, graphics, histories, alarms, schedules, and supported field integrations.
- The proposer shall be a current factory-authorized Honeywell WEBs and Niagara Framework N4 service provider and shall assign factory-trained Niagara N4 personnel to the contract. The technical proposal shall include documentation of current factory authorization and copies of applicable Niagara N4 training certificates or credentials for the proposed lead controls engineer, programmer, and service technicians. Authorization and training shall remain current throughout the contract term, and replacement personnel shall possess qualifications equal to or greater than those of the personnel originally proposed.
- Experience with BACnet/IP, BACnet MS/TP, LON, Modbus RTU/TCP, Ethernet/IP networking, VFD interfaces, and common HVAC control devices.
- Ability to provide 24/7 emergency response and remote support, subject to University network and security approval.
- Qualified Massachusetts-licensed electrical personnel when work requires licensure. Refrigeration, plumbing, sheet metal, fire alarm, or other licensed work shall be performed only by properly licensed personnel where applicable.
- A documented safety program and ability to comply with campus access, lockout/tagout, confined-space, hot-work, fall-protection, and infection-control or occupied-space requirements applicable to each task.
- Commercial general liability, automobile liability, workers compensation This insurance shall be written with respect to all coverage, for not less than the following policy limit: one million ($1,000,000) per each occurrence and one million ($1,000,000) aggregate
- No unresolved suspension, debarment, tax, wage, or contract-performance issue that would prevent a responsible award.

Failure to meet a minimum qualification may result in rejection without comparative evaluation.

4. Campus BAS Background

The referenced Phase 2 ATC record drawings describe a campus supervisory architecture based on an existing Honeywell WEBs N4 Web Supervisor connected to building-level JACE controllers over the Salem State BMS IP network. The drawings identify existing and upgraded systems at Commons Dining, Berry Library, Horace Mann, Stanley Building, Gassett Fitness Center, Gordon Center, Peabody Residence Hall, Bowditch Residence Hall, Forten Resident Hall, O'Keefe Sports Complex, and the School of Social Work / Adaptive Use / Lafayette Annex.

The record drawings also identify mixed existing field communications, including LON, BACnet MS/TP, BACnet/IP, Modbus RTU, IO-R, and equipment-specific interfaces. Proposers shall treat device counts and conditions as record information, verify conditions before work, and immediately report material discrepancies. Existing IP addresses, credentials, host identifiers, software keys, and security configurations are confidential University information and shall not be reproduced in public-facing reports.

4.1 Owner Standards

- Coordinate all BAS network activity with Salem State Information Technology and Facilities.
- Maintain the University's established N4 graphics conventions, naming, navigation, alarm presentation, scheduling, and trend standards unless a written task authorization states otherwise.
- Do not introduce unsupported gateways, cloud connections, remote-access tools, wireless connections, or proprietary dependencies without written approval.
- Return replaced equipment, licensed media, backups, and owner data to the University unless directed otherwise.
- Maintain backward compatibility and operational continuity during repair or migration work.

5. Scope of Services

5.1 Mobilization and Baseline Assessment

- Kickoff meeting with Facilities, Purchasing, IT, and other stakeholders.
- Review available record drawings, controller inventories, software versions, licenses, open deficiencies, alarm history, and prior service information.
- Submit a site-specific service plan, escalation contacts, safety plan, remote-access approach, and preventive maintenance calendar.
- Create or validate a secure asset register identifying building, panel, controller role, protocol, software/firmware, service status, backup status, and observed deficiency.
- Within the first ninety (90) calendar days after the contract start date, perform and submit a comprehensive initial assessment of the general BAS infrastructure and overall system health. The assessment shall address the supervisory platform, JACE and field-controller condition, communications networks, system availability, alarms, trends, backups, licensing and software maintenance status, cybersecurity-related configuration, integration condition, and observed hardware, software, and firmware deficiencies. The contractor shall also provide a prioritized written modernization and remediation plan to bring all supported systems to current, stable, manufacturer-supported software and firmware levels approved by the University. The plan shall identify recommended versions, compatibility and licensing requirements, dependencies, cybersecurity considerations, sequencing, outage or operational impacts, estimated labor and material costs, and a proposed implementation schedule. No upgrade shall be installed without prior written authorization from the University and coordination with Facilities and Information Technology.
- Perform initial backups before any approved changes and provide encrypted copies to the University.

5.2 Preventive Maintenance

Provide two comprehensive seasonal preventive maintenance visits per contract year, coordinated for heating and cooling transition, plus recurring remote or on-site review as proposed and accepted. At minimum, perform the tasks in Appendix B and the following:

- Verify controller, JACE, supervisor, and field network communications; identify offline, intermittent, duplicate-addressed, or unstable devices.
- Review controller power, grounds, enclosures, labeling, terminal tightness, surge protection, battery or capacitor condition where applicable, and visible environmental damage.
- Calibrate representative and critical temperature, humidity, pressure, differential pressure, CO2, current, flow, and status devices; document as-found and as-left readings.
- Exercise approved outputs and verify commanded versus actual operation of valves, dampers, relays, VFD speed signals, pump/fan status, safeties, and interlocks.

- Review heating, cooling, economizer, static-pressure, differential-pressure, hot-water, chilled-water, and equipment staging loops for stability and expected operation.
- Review schedules, holidays, occupancy modes, overrides, setpoints, deadbands, alarm routing, alarm delays, and trend sampling.
- Test seasonal sequences without defeating life-safety controls or disrupting occupied operations.
- Confirm that changes are saved, backed up, logged, and available to the University.
- Provide a visit report with findings, completed corrective actions, unresolved conditions, risk ranking, and itemized recommendations.

5.3 Corrective Maintenance and Repair

- Diagnose BAS software, network, controller, sensor, actuator, wiring, interface, and sequence issues.
- Repair or replace failed components only after written University authorization when the work is not included in the fixed preventive-maintenance price. Authorized component replacement work shall be priced using the applicable pre-negotiated contract labor rates and the awarded minimum discount from MSRP or another University-approved published manufacturer list-price basis, as further specified in Section 6.1, Section 12, and Appendix C.
- When authorized by the University, the contractor shall furnish and install low-voltage BAS repair and replacement components, including actuators, JACE controllers, field controllers, temperature sensors, pressure sensors, differential-pressure sensors, humidity sensors, relays, transducers, power supplies, communications devices, and other related control-system components. Before proceeding, the contractor shall submit an itemized written quotation identifying the manufacturer, model or part number, quantity, applicable MSRP or other University-approved published manufacturer list price, awarded contract discount percentage, net unit price, extended material price, applicable pre-negotiated labor classification and fully burdened hourly rate, estimated labor hours, and total not-to-exceed cost. Parts priced under the awarded discount method shall not receive an additional material markup. No component replacement or installation shall proceed without written University authorization, except where emergency direction is documented in accordance with University procedures.
- Use new, current-production, compatible components unless the University approves an alternate.
- Preserve existing sequences and graphics unless the task authorization expressly requires changes.
- Provide written root-cause findings for recurring or high-impact failures.
- Do not leave systems in hand, bypass, forced, overridden, or disabled condition without written notice and University approval.

5.4 Programming, Graphics, and Integration

- Modify programs, databases, control logic, graphics, histories, schedules, and alarms only under written authorization.
- Use Niagara-native and open-protocol methods where practicable and avoid unnecessary proprietary lock-in.
- Provide editable source files, station backups, databases, graphics files, point lists, program exports, license documentation, and change logs.
- Perform peer review and functional testing before changes are placed into service.
- Coordinate IP addressing, ports, certificates, accounts, and firewall requirements with IT.
- All new, modified, extended, or replaced communications cabling and associated pathways, terminations, patching, labeling, testing, grounding, bonding, and documentation shall comply with the current Salem State University Information Technology wiring standards and shall be coordinated with and approved by University Information Technology before installation. Where University Information Technology standards are more stringent than manufacturer requirements or other referenced requirements, the University Information Technology standards shall govern unless otherwise approved in writing by the University.
- No contractor-maintained hidden account, shared credential, backdoor, unapproved cloud tunnel, or persistent remote agent is permitted.

5.5 Operator Support and Training

- Provide telephone and approved remote support during normal business hours.
- Provide a minimum of eight (8) hours of scheduled, on-campus technical support during each calendar month at no additional cost beyond the fixed annual contract price. On-campus support shall be performed by qualified BAS technical personnel and may include system diagnostics, programming assistance, operator support, troubleshooting, preventive technical review, minor adjustments, and coordination with University Facilities and Information Technology personnel. The University shall schedule and direct the use of these hours. Unused monthly hours shall not be invoiced separately, converted to a credit, or carried forward to a subsequent month unless otherwise approved in writing by the University.

- Provide a minimum of four (4) hours of operator orientation and training during each contract year at no additional cost beyond the fixed annual contract price.
- Training shall address navigation, alarms, schedules, trends, overrides, backups, basic troubleshooting, and escalation procedures.
- Provide concise, University-owned training materials and a recording only if authorized by participants and University policy.

5.6 Optional Project Services

The University may request separately priced services under task authorization, subject to the governing procurement and contract limits: controls surveys; point-to-point verification; functional performance testing; small controller replacements; graphics standardization; alarm rationalization; trend analysis; sequence optimization; energy-conservation control adjustments; integration of supported third-party equipment; and record drawing updates. Work determined to require a separate public construction procurement will not be ordered under this contract.

6. Service Levels and Work Authorization

Priority	Example	Acknowledgment	Remote Response	On-Site Target
P1 - Critical	Campus or major building outage; loss of heat in freezing conditions; loss of central BAS supervision affecting critical operations	30 minutes	1 hour	4 hours, or approved alternative
P2 - Urgent	Major equipment or network impairment with limited workaround	1 hour	2 hours	Same business day
P3 - Routine	Localized malfunction or noncritical repair	4 business hours	1 business day	Within 3 business days
P4 - Planned	Enhancement, programming, training, or scheduled repair	1 business day	As scheduled	As authorized

Clock exclusions apply only for documented University access restrictions, force majeure, unavailable owner-furnished information, or approved parts lead time. The contractor shall continue remote diagnostics when useful and provide status updates at intervals appropriate to the incident.

6.1 Task Authorization

- No extra work begins without a written task authorization or purchase order from an authorized University representative.
- Each request shall identify scope, assumptions, exclusions, schedule, labor classification and hours, material and subcontract cost, markup, not-to-exceed amount, deliverables, and acceptance criteria.
- For low-voltage BAS component repair or replacement, each quotation shall apply the applicable pre-negotiated, fully burdened contract labor rates and the awarded minimum discount from MSRP or another University-approved published manufacturer list-price basis. The contractor shall provide supporting price documentation sufficient for the University to verify the applicable price basis, awarded discount, net material cost, quantities, labor classifications, labor rates, estimated hours, and total proposed not-to-exceed cost. Parts priced under the awarded discount method shall not receive an additional material markup. Freight, taxes, expedited delivery, and other charges shall be separately identified and shall not be included unless permitted by the contract and approved in writing.
- Emergency verbal direction, if permitted by University procedure, must be documented in writing by the next business day and does not expand contract authority.
- The contractor shall notify the University before reaching 75 percent of a not-to-exceed amount and shall stop at the authorized limit unless amended in writing.

7. Technical, Cybersecurity, and Documentation Requirements

7.1 Technical Standards

- Follow manufacturer requirements, approved submittals, record drawings, applicable codes, and recognized BAS industry practices.
- Use BACnet device instance, network number, naming, and segmentation practices approved by the University.
- Ground network shields at one approved location where required by the applicable system design.

- Maintain controller and supervisor software at versions approved by the University. Updates shall not be installed solely because a newer version exists.
- Verify backups and rollback capability before firmware, station, driver, or programming changes.
- Coordinate shutdowns and testing with Facilities and affected campus stakeholders.

7.2 Cybersecurity

- Comply with Salem State IT security, acceptable-use, identity, remote-access, data-handling, incident-reporting, and change-management requirements provided during contracting.
- Use named user accounts, multifactor authentication where available, least privilege, and University-approved remote-access methods.
- Do not store University credentials in unencrypted files or personal password managers.
- Report suspected compromise, malware, credential exposure, unauthorized access, or material vulnerability immediately through University-designated channels.
- Provide a software bill of materials or component inventory for newly introduced software, gateways, appliances, and libraries when requested.
- At contract end, return University data, remove contractor access, certify deletion of retained copies except records legally required, and assist with credential rotation.

7.3 Required Documentation

- Daily field service ticket for each visit.
- Change log identifying date, technician, asset, before/after condition, files changed, reason, test, and rollback status.
- Updated point lists, controller databases, graphics, sequences, network diagrams, and record drawings for authorized changes.
- Encrypted backup package after every material change and at least annually.
- Open-items register with owner, status, priority, recommended action, budget estimate, and target date.
- Monthly summary of calls, response performance, recurring issues, authorized spend, and upcoming maintenance.

8. Staffing, Safety, and Campus Operations

8.1 Key Personnel

Identify an account manager, lead controls engineer/technician, emergency dispatcher, cybersecurity contact, and backup personnel. Key staff substitutions require advance notice and personnel of equal or better qualifications.

8.2 Background and Conduct

Personnel shall follow University identification, access, parking, anti-harassment, student privacy, residential access, and conduct requirements. Contractor staff shall remain under contractor supervision.

8.3 Safety

Submit task-specific job hazard analyses when requested. Coordinate lockout/tagout, hot work, energized electrical work, roof access, ladders/lifts, confined spaces, asbestos/lead awareness, chemical use, and occupied-space controls. Stop work upon discovering an unanticipated hazard.

8.4 Campus Continuity

Schedule disruptive work during approved windows. Maintain temporary control or safe manual operation where approved. Protect teaching, research, residence life, athletics, library, dining, event, and administrative operations.

8.5 Environmental Practices

Minimize waste, recycle packaging and replaced electronics where lawful, prevent refrigerant or hazardous-material releases, and provide disposal documentation when requested.

All removed, replaced, failed, obsolete, or surplus printed circuit boards, controllers, electronic modules, power supplies, communications devices, and other electronic equipment or electronic waste generated through performance of the contract shall remain the property of Salem State University and shall be surrendered to the University at a location designated by Facilities. The contractor shall not remove, discard, recycle, sell, retain, or otherwise dispose of such materials unless specifically authorized in writing by the University. All removed or replaced batteries, including controller, backup, rechargeable, lead-acid, lithium, alkaline, and other battery types, shall also be surrendered to Salem State University for recycling or disposal through University-approved channels. Electronic

components and batteries shall be safely handled, protected from damage and short circuit, segregated as appropriate, and transferred with an itemized record identifying the originating building or asset, component type, quantity, and transfer date.

9. Deliverables and Acceptance

Deliverable	Due	Acceptance Basis
Mobilization plan and contact matrix	Within 10 business days after notice to proceed	Complete, approved by Facilities and IT as applicable
Baseline asset register and condition report	Within 45 days	Accurate, secure, traceable to drawings and field verification
Seasonal PM report	Within 5 business days after visit	Checklist complete; findings, readings, changes, backups, and recommendations included
Emergency incident report	Within 2 business days after stabilization	Timeline, root cause, actions, remaining risk, and prevention recommendation
Monthly service report	By the 10th of following month	Calls, hours, response, open items, spend, and next actions reconciled
Annual backup and documentation package	Before contract anniversary	Restorable, encrypted, indexed, and transferred to University custody
Closeout package	Within 10 business days after expiration/termination	Access removed, data returned, open items transferred, final invoice reconciled
Initial BAS infrastructure and system-health assessment, including software/firmware modernization plan	Within 90 calendar days after contract start	Complete asset and system-health findings; prioritized, actionable upgrade plan; versions, dependencies, costs, impacts, and schedule identified

Acceptance does not waive latent defects, warranty obligations, cybersecurity responsibilities, or correction of inaccurate documentation.

10. Proposal Content and Format

Organize the technical proposal using the following tabs or electronic bookmarks. Omission of required information may affect responsiveness or rating.

Section	Required Content
A. Cover Letter	Legal name, address, authorized signer, RFP acknowledgment, proposal validity, and commitment to perform.
B. Executive Approach	Understanding of campus environment, mobilization, PM methodology, incident response, quality control, and transition.
C. Firm Qualifications	Relevant history, company structure, locations, staffing depth, manufacturer/technology capabilities, and financial capacity.
D. Key Personnel	Resumes, roles, certifications, years of relevant experience, availability, and backup coverage.
E. Technical Plan	Methods for backups, programming, graphics, network troubleshooting, calibration, seasonal testing, documentation, and training.
F. Cybersecurity Plan	Remote access, identity, credential protection, vulnerability response, logging, data return, and incident notification.
G. Service Levels	Dispatch, escalation, after-hours coverage, response tracking, parts logistics, and continuity approach.
H. Similar Projects	At least three references for comparable institutional BAS service contracts completed or active within the last five years.
I. Exceptions	Specific exceptions with proposed alternate language. Silence means acceptance, subject to the final contract.

Section	Required Content
J. Required Forms	Certifications, tax forms, non-collusion/good-faith forms, insurance evidence, and other forms in the final package.

The separate price proposal shall use Appendix C without alteration except to add requested detail.

11. Evaluation and Award

The University will first determine responsiveness and responsibility. Responsive technical proposals meeting all minimum qualifications will then be evaluated using the published comparative criteria. Price will be evaluated separately. Final weights and scoring must be confirmed in the issued RFP.

Criterion	Highly Advantageous	Advantageous	Not Advantageous
Relevant BAS Experience	Extensive comparable higher-education or multi-building experience; strong evidence of successful N4/Honeywell support and mixed-protocol systems.	Adequate comparable experience with minor limitations.	Limited or weakly relevant experience; material capability gaps.
Technical Approach	Detailed, credible, asset-based plan with strong QA, backup, testing, documentation, and lifecycle methods.	Generally sound plan with acceptable detail.	Generic, incomplete, risky, or overly proprietary approach.
Personnel and Coverage	Deep qualified team, clear roles, strong certifications, local/rapid coverage, and credible backups.	Qualified team and acceptable coverage.	Insufficient qualifications, availability, or backup depth.
Service and Response	Robust dispatch, escalation, reporting, parts support, and measurable SLA management.	Meets basic service requirements.	Response model is unclear or does not meet requirements.
Cybersecurity and IT Coordination	Mature controls, named accountability, approved-access model, and strong incident/data practices.	Acceptable controls with minor gaps.	Material security, access, or data-handling weaknesses.
Documentation and Knowledge Transfer	Complete owner-controlled deliverables, editable files, transparent changes, and effective training.	Adequate documentation and training.	Proprietary dependency or inadequate owner documentation.
References and Performance	Excellent verified performance on comparable contracts.	Generally satisfactory references.	Unsatisfactory, unverifiable, or materially concerning references.

11.1 Proposed Evaluation Weights

Category	Draft Weight
Technical and Management Proposal	55 points
Interview / Demonstration, if conducted	15 points
Price Proposal	30 points
Total	100 points

Suggested evaluation process: independent review, consensus scoring, reference checks, optional interview or scenario demonstration, price analysis, responsibility determination, and written award recommendation. Any interview must use consistent core questions and documented scoring.

12. Pricing and Payment

- Provide a fixed annual price for all base preventive-maintenance, support, reporting, training, and included travel described in the proposal.

- Provide fully burdened hourly rates by labor classification for regular time, overtime, weekends/holidays, and emergency work. Rates shall include wages, fringes, overhead, profit, routine tools, local travel, dispatch, and administrative costs.
- The price proposal shall establish pre-negotiated, fully burdened labor rates for troubleshooting, removal, installation, programming, configuration, calibration, testing, commissioning, and documentation associated with authorized low-voltage BAS component repairs and replacements. The applicable labor classification and rate shall be used for each authorized task.
- The proposer shall state a firm minimum percentage discount from MSRP for BAS repair and replacement parts and components for each contract year. The discount shall apply to actuators, JACE controllers, field controllers, sensors, relays, transducers, power supplies, communications devices, and other BAS components available from the manufacturer or authorized distribution channel. If an item has no published MSRP, the contractor shall disclose that fact and provide the manufacturer's or authorized distributor's published list price, catalog price, or other University-approved price basis, together with the proposed contract discount.
- For each parts quotation and invoice, the contractor shall identify the manufacturer, model or part number, quantity, applicable MSRP or approved published list price, contract discount percentage, net unit price, extended price, and supporting manufacturer or authorized distributor documentation. The University may independently verify pricing and may reject unsupported, obsolete, incompatible, or unreasonably priced components.
- The awarded discount shall be a minimum discount. The contractor may offer a greater discount or lower net price for an individual item, but shall not reduce the awarded discount or substitute a higher pricing basis without a written contract amendment approved by the University.
- State subcontractor markup, if any, as a single percentage. Parts and components priced using the awarded discount from MSRP or another approved published list-price basis shall not also receive a material markup. The University may require supplier and subcontractor quotations and invoices.
- No markup may be applied to freight already included in supplier cost, credits, rebates, or another markup.
- Invoices must reference the purchase order and task authorization, identify building and asset, provide dates, personnel, classifications, hours, materials, subcontractors, and accepted deliverables.
- The University will not pay for correcting contractor errors, unauthorized work, unapproved travel, proposal preparation, routine invoicing, or warranty work.

13. Contract Terms and Risk Allocation

13.1 Order of Precedence

The executed Commonwealth of Massachusetts contract and T&Cs and amendments govern, followed by the final RFP and addenda, the accepted proposal, and authorized task orders. Contractor boilerplate does not apply unless expressly accepted in a signed amendment.

13.2 Ownership and License

The University shall retain all rights, title, ownership, custody, and control of all products and deliverables created, configured, customized, developed, or produced by the contractor specifically for the University under this contract, including programs, control logic, databases, sequences, graphics, dashboards, report templates, reports, drawings, point lists, configuration files, backups, documentation, training materials, passwords, administrator and service-level access credentials, software license records, activation information, entitlement records, and related technical materials. All such items shall be provided to the University in complete, current, editable, and usable form without contractor-only restrictions, hidden accounts, undisclosed credentials, or avoidable proprietary lock-in. Software licenses and maintenance entitlements acquired with University funds shall, to the fullest extent permitted by the applicable publisher or manufacturer, be registered in the University's name and transferred to University custody upon acquisition. If a license cannot legally be assigned or transferred, the contractor shall disclose that limitation in writing before purchase and obtain the University's written approval. The contractor shall promptly provide and update all passwords and access credentials, shall not withhold or disable University access, and shall relinquish contractor access at contract expiration or termination unless the University authorizes continued access in writing. Pre-existing contractor tools that were not developed specifically for the University may remain contractor property, but the contractor shall identify them in the proposal and grant the University a perpetual, irrevocable, fully paid-up license sufficient to operate, maintain, modify, back up, restore, and obtain third-party support for all University deliverables without interruption.

13.3 Warranty

Corrective work and supplied parts shall be warranted for at least one year after acceptance or the manufacturer's longer warranty. Programming defects shall be corrected promptly at no additional cost.

13.4 Insurance and Indemnification

Final insurance limits, additional insured requirements, waiver provisions, and indemnification language shall be those approved by the University. The proposer shall identify any inability to comply.

13.5 Subcontractors

All subcontractors require approval. The prime contractor remains responsible for performance, safety, security, wage compliance, documentation, and payment.

13.6 Compliance

The contractor shall comply with applicable federal and Massachusetts laws, regulations, codes, licenses, wage requirements, and records-retention obligations.

13.7 Termination and Transition

The University may exercise termination rights stated in the final contract. On expiration or termination, the contractor shall support an orderly transition, provide current backups and documentation, return data and equipment, remove access, and identify unresolved risks.

13.8 Audit and Records

Maintain complete cost, time, material, subcontract, service, and change records for the period required by the final contract and law. Records supporting invoices and compliance shall be available for authorized audit.

13.9 No Minimum Guarantee

Unless expressly stated in the contract, the University does not guarantee a minimum quantity of on-call work or expenditure.

Appendix A - Campus Systems and Locations

The following list is derived from the Phase 2 ATC record drawing index and system architecture. It is provided for proposal planning and must be field verified. The University may add or remove assets within the contract's lawful scope by written amendment or task authorization.

Building / Area	Referenced BAS Condition / Panel
Commons Dining	ATC-1; building-level JACE integrated with the University N4 supervisor; field LON and BACnet networks shown.
Berry Library	Two existing Honeywell WEB-8000 JACEs in penthouse chiller room; LON, BACnet/IP, and Modbus interfaces shown.
Horace Mann School	ATC-1 in basement mechanical room; WEB-series JACE and IO-R architecture shown.
Stanley Building	ATC-1 in IDF 106; LON, BACnet MS/TP, BACnet/IP, and Modbus interfaces shown.
Gassett Fitness Center	ATC-1 in Utility Room 118; WEB-8000 with LON and BACnet/IP interfaces shown.
Gordon Center	ATC-1 in Mechanical Room 022; WEB-8000 and BACnet MS/TP field network shown.
Peabody Residence Hall	ATC-1 and ATC-8 in boiler room; hot-water control sequence, WEB-8000, Spyder/CIPer and existing field devices shown.
Bowditch Residence Hall	ATC-7 in boiler room; WEB-8000, LON, and IO-R replacement architecture shown.
Forten Residence Hall	ATC-2 in Mechanical Room M1C; WEB-8000/8200, LON, BACnet, Modbus, VRF interfaces, and related networks shown.
O'Keefe Sports Complex	ATC-1 in Mechanical Room 105; hot-water, domestic hot-water, MAU, lighting, rink, cogeneration, VRF, BACnet, and field control interfaces shown.
School of Social Work / Adaptive Use / Lafayette Annex	ATC-1 in Mechanical Room 022; WEB-8000, LON, BACnet, heating plant, pump, and boiler control interfaces shown.

Record drawing note: the drawings identify existing conditions and work completed under the Phase 2 upgrade. They do not relieve the contractor from verification, coordination, safe work planning, or preservation of systems outside an authorized task.

Appendix B - Preventive Maintenance Checklist

Category	Minimum Inspection / Test	Record Required
Supervisor / JACE	Verify status, time synchronization, CPU/memory/storage, station health, licenses/SMA status, certificates, alarms, histories, and backups.	Pass/fail, version, backup filename/date, exceptions.
Networks	Check IP, BACnet, LON, Modbus and other approved networks for offline devices, errors, duplicate addressing, instability, shielding/grounding concerns, and physical damage.	Network health summary and affected devices.
Panels / Power	Inspect enclosures, power supplies, breakers, transformers, surge protection, grounding, ventilation, labeling, cleanliness, moisture, corrosion, and wiring.	Condition, voltage readings, photographs where useful.
Sensors	Calibrate critical and representative temperature, humidity, pressure, differential pressure, CO2, flow, and status sensors against traceable instruments.	As-found, reference, as-left, tolerance.
Outputs / Actuators	Exercise approved valves, dampers, relays, VFD commands, stages, and enables; verify feedback and fail position.	Command, observed response, issue.
Heating Plant	Verify pump/boiler status, lead-lag, reset, differential pressure, bypass valve, safeties, alarms, and seasonal mode without defeating safety controls.	Sequence test results and deficiencies.
Cooling Plant / RTU / AHU	Verify communications, fan status, cooling/heating loops, VFD loops, dampers, valves, safeties, field points, and alarms.	Functional result and corrections.
Terminal Units	Verify VAV, fan-powered box, unit ventilator, thermostat/sensor, damper/valve, airflow/temperature, and occupancy response on agreed sample or all units as priced.	Units tested, exceptions, corrective action.
Schedules / Alarms / Trends	Review calendars, occupancy schedules, setpoints, overrides, alarm routing/delays, nuisance alarms, disabled alarms, trend intervals, and retention.	Changes and owner approvals.
Seasonal Changeover	Support summer and winter startup, mode change, setpoints, sensor/actuator verification, and deficiency list.	Startup report and readiness status.
Documentation	Update service log, open items, change log, backups, point lists, and affected record documents.	Submitted package index.

Appendix C - Price Proposal Form

Proposer: _____

All prices shall remain firm for the initial term. Renewal adjustments, if permitted, shall be stated in the final RFP and contract.

Item	Unit	Year 1	Year 2 Option	Year 3 Option
Fixed annual preventive maintenance and included support	Annual	$_____	$_____	$_____
Additional operator training	Hourly	$_____	$_____	$_____
Controls engineer / programmer - regular time	Hourly	$_____	$_____	$_____
Senior controls technician - regular time	Hourly	$_____	$_____	$_____
Controls technician - regular time	Hourly	$_____	$_____	$_____
Licensed electrician - regular time	Hourly	$_____	$_____	$_____
After-hours multiplier or rate	Hourly	$_____	$_____	$_____
Weekend / holiday multiplier or rate	Hourly	$_____	$_____	$_____
Emergency dispatch minimum, if any	Each	$_____	$_____	$_____
Minimum discount from MSRP for BAS parts and components	Percent discount	____%	____%	____%
Subcontractor markup over documented net cost, if authorized	Percent	____%	____%	____%
Years 4-5 Price % increase, if any Extensions years to be negotiated at the appropriate time.	Percent		Year 4 ____%	Year 5____%

Evaluated Price Scenario

For evaluation only, the University may apply estimated quantities stated in the final RFP. These quantities do not guarantee purchases.

Component	Evaluation Quantity	Extended Price
Annual PM price	1	$_____
Controls engineer / programmer regular time	100 hours	$_____
Senior controls technician regular time	250 hours	$_____
After-hours controls technician	40 hours	$_____
BAS parts allowance priced at awarded discount from MSRP/list price	$50,000	$_____
Evaluated Total		$_____

Parts pricing certification: The proposer certifies that the percentage entered above is the minimum discount that will be applied to MSRP or an approved published manufacturer list price for covered BAS parts and components. Each quotation and invoice shall disclose the list-price basis, discount, and net price. No additional material markup shall be applied to parts priced under this discount method.

Name: _____ Title: _____ Phone #: _____

Authorized Signer: _____ Date: _____

Appendix D - Technical Proposal Forms

D-1 Proposer Information

Field	Response
Legal name	
DBA	
Address	
Primary Contact	
Telephone / Email	
Years in Business	
Massachusetts offices / service locations	
Parent Company, if any	
Proposed subcontractors	

D-2 Key Personnel

Name	Role	Employer	Relevant Experience	Certifications	Availability

D-3 Comparable References

Reference 1

Field	Response
Client / institution	
Contact / email / telephone	
Contract dates and value	
Buildings / system scale	
Technologies / protocols	
Scope and results	

Reference 2

Field	Response
Client / institution	
Contact / email / telephone	
Contract dates and value	
Buildings / system scale	

Field	Response
Technologies / protocols	
Scope and results	

Reference 3

Field	Response
Client / institution	
Contact / email / telephone	
Contract dates and value	
Buildings / system scale	
Technologies / protocols	
Scope and results	

D-4 Exceptions and Alternate Language

RFP Section	Exception	Reason	Proposed Alternate

END OF REQUEST FOR PROPOSALS

Prepared for Salem State University Capital Planning and Facilities.

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.

CONTRACTOR LEGAL NAME: (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME:** Salem State University **MMARS Department Code:** SSA	
Legal Address: (W-9, W-4):		**Business Mailing Address:** 352 Lafayette Street Salem, MA 01970	
Contract Manager:	**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:**	

___ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, **20**___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **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): __ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ 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.
__ **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.)
__ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ _____.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

__ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, **20**___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__ 3. were incurred as of _____, **20**___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of _____, **20**___, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____.

COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

4. *Contract Termination Or Suspension.* A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

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

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

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

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

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

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

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

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

12. *Waivers.* Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

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

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

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

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