

Purchasing System  
Information for Vendors Only

---

It is extremely important to Salem State University (SSU) to do everything possible to ensure quick payment turnaround to your business. By understanding and adhering to the SSU system, you can ensure fewer problems with payment. Please note the following:

- 1) That **NO BUSINESS** is transacted without **FIRST** obtaining a valid purchase order number from the purchasing department. Please advise if your company requires a confirming copy.
- 2) RECEIVING:
  - a) That any tangible goods received have a packing slip that clearly identifies those goods, as well as clearly identifies goods backordered. (You should reference the SSU purchase order number on all sections that can be separated).
  - b) That packing slips contain the SSU purchase order number and “tear away” packing slips contain the SSU purchase order number on all sections that can be separated.
  - c) Please note the number of boxes that contain the order.
  - d) Attention line is required on packing slip.
- 3) INVOICING:
  - a) Invoices must reference the SSU purchase order number and **BE SENT TO ACCOUNTS PAYABLE**.
  - b) Invoices must be for an item or items **ON THE SSU PURCHASE ORDER NUMBER** and **SHOULD REFERENCE** those item(s).
  - c) Leases, standing orders, service/maintenance contracts and the like, that your business secure a new or amended purchase order number to cover invoices beyond the end date.
  - d) Credit memos must have the SSU purchase order number assigned; this ensures the credit to be taken promptly and accurately. Vendor **CANNOT** apply open credits to open balances SSU might have.
- 4) QUOTES:
  - a) Price for **ONE** is the price for **ALL AT SSU**.
  - b) Your quote **MUST** state the percent off list and be in terms of **UNIT** price.
  - c) That discounts be taken of **EACH LINE ITEM QUOTED**, rather than off the bottom line.
- 5) OTHER BUSINESS:
  - a) Any and all calls and mailings relative to business transacted through the purchase order system must reference the purchase order number.

### **Introduction to Vendor Information**

This has been prepared to advise the vendors that do business with Salem State University of the ground rules and procedures required for bidding and furnishing materials and services to Salem State University. Any questions not covered should be directed to the Salem State University purchasing department, 352 Lafayette Street, Salem, MA 01970. Telephone: 978.542.6152, Fax: 978. 542.6164. Questions concerning a particular purchase order or bid must reference the university's purchase order number or bid number.

Evelyn Wilson, C.P.M., director of purchasing and materials management at Salem State University, reserves the right to suspend temporarily any of the rules listed in this manual if, in her opinion, it is in the best interest of the university to do so.

### **The Bidders List**

1. SSU Bidders List: The purchasing and materials management department at Salem State University maintains master lists of vendors, which are filed under general commodity types, for the bidding requirements of Salem State University. Invitations to bid are mailed to vendors whose names appear on these lists. Vendors are selected on a rotating basis, taking into consideration the competitiveness of the requirement, the dollar volume, the potential for savings, and the vendor's past performance.
2. Vendor Applications: Any vendor who wishes to be placed on the bidders list for Salem State University shall make a written request addressed to: Evelyn Wilson, C.P.M., Director of Purchasing and Materials Management, Salem State University, 352 Lafayette Street, Salem, MA 01970. The request shall include at a minimum, a description of the vendor, its size, location, how long the vendor has been in business, and a list of the types of products or services on which the vendor wishes to bid, including manufacturer's names and commodity types. It is not the policy of the purchasing department to add to its mailing list the names of brokers or manufacturers or their agents who do not intend to enter direct competitive bids.
3. Federal Contract Provisions: Where at all applicable, vendors seeking to do business with the university shall comply with the provisions of Executive Order 11246 as amended by Executive Order 11375 as supplemented by Department of Labor Regulation 41 CFR Part 60; the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor Regulation 29 CFR Part 3; the Davis-Bacon Act (40 USC 276a et seq.); Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented by Department of Labor Regulation 29 CFR Part 5; the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.); and the Americans with Disabilities Act of 1990, to the extent that they are applicable, as well as to any other federal and state statutes, rules, and regulations applicable to equal employment opportunity.
4. Debarment of Vendors: Past performance of bidders will be considered in making awards, and withdrawal of bids due to reckless bidding, cancellation of orders due to poor or unsatisfactory delivery, and substitutions not authorized by the university may be cause for not accepting future bids.

Salem State University reserves the right to remove any vendor from its bidders list that, in the opinion of the director of purchasing and materials management, violates established standards. Such violations shall include, but shall not necessarily be limited to, the following:

- a. Failure to deliver commodities or equipment that complies with the specifications of the university's contract/purchase order with the vendor.
- b. Failure to make delivery within the time specified in the contract/purchase order.
- c. Failure to provide a performance bond, if required.
- d. Failure to first obtain the consent of the university to substitute any article, even though it may be of the same quality.

- e. Failure to be honest in the vendor's dealings with the university.
- f. Collusion in the bid process.
- g. Failure to accept a contract/purchase order on which the vendor has bid.
- h. Failure to abide by the university's contract/order terms and conditions.
- i. Transferring to another vendor any purchase order which has been assigned to the vendor.
- j. Attempting to obtain favored vendor status by offering bribes or gifts to any university employee who may be in a position to influence an award decision.

### **Bidding**

1. Advertising: All bids for Salem State University are publicly advertised on the internet at: [www.COMM-PASS.com](http://www.COMM-PASS.com). Any vendor may request a bid from the site, provided the request precedes the due date and time for the bid opening. Vendors are discouraged from requesting bids they do not intend to submit.
2. Bid Terms and Conditions: If bidder takes exception to any of the university's terms and conditions as stated in the university's request for bid, it must be so noted in the vendor's bid. The university reserves the right to reject any bid in which the bidder has taken such an exception. Any bid term to which the bidder has not taken exception will be deemed to have been accepted by the bidder.
3. Bid Specifications: The university's bid specifications will be prepared as any one of the following six basic types:
  - a. Brand name or equal.
  - b. Design or detailed specifications (used when blueprints or specific details are available).
  - c. Professional service contracts.
  - d. Performance specifications; e.g., repair work, construction, maintenance, etc.
  - e. Specifications as per an existing sample.
  - f. Special purpose specifications:
    1. Requests for Information (RFI)
    2. Sale of surplus property
    3. Concessions rights
    4. Term contract for a commodity line
4. Proprietary Names: Proprietary names are quoted for information, not to limit competition. References to specific commodities are intended to be descriptive, not restrictive, unless otherwise stated. Comparable products may be considered if bidder provides proof of their comparability, including catalogs and excerpts, descriptive literature, specifications, and test data, etc. The purchasing department's decision to accept the product as an equal shall be final.
5. Alternates: Bids on items that differ from specifications must be so noted in vendor's bid. Such bids may be rejected, at the discretion of the purchasing department, unless the manufacturer's name and catalog number, together with literature and cuts, are furnished with the bid response.
6. Samples: If specifications or other terms and conditions call for a sample to be submitted, the award will be made on the basis of the sample that is accepted by the university. The sample will set the standard for grade and quality to which all deliveries shall conform.
  - a. Samples shall be submitted free of charge and be accompanied by the bidder's name and address, any descriptive literature relating to the commodity, and a statement indicating how and where the sample is to be returned to the bidder, if applicable. All samples submitted by

- unsuccessful bidders may be returned to them, at the bidder's expense, or picked up at the purchasing department after the award has been made.
- b. The purchasing department accepts no responsibility for bids that are enclosed in packages containing samples. Unless indicated differently in the bid specifications, samples should be submitted under separate cover and notes as such in the bid response. Bidder shall indicate the bid number and opening date clearly on the outside of the package containing the sample.
  - c. Failure to submit requested samples may, at the discretion of the purchasing department, be grounds for rejection of the bid.
7. Sole Source, Sole Acceptable Brand: The university may at the discretion of Salem State University director of purchasing and materials management approve the purchase of certain materials for which there is no known equal, or other source of supply, as sole source or sole brand, based upon the thorough research and written justification of the requester or standards that have been previously established by the university.
  8. Used Equipment: The university may request bids on, and bidders may offer to sell, used or demonstration equipment. In such cases, bidder shall clearly so designate the equipment to be such in the bid response. Acceptance of any such bid offer shall be left to the discretion of the university.
    - a. The university shall not purchase any equipment that, for any reason, has had the manufacturer's serial number removed from it, regardless of whether the number was removed, substituted, or altered within the Commonwealth of Massachusetts.
    - b. Bidder shall state in the bid response any warranty that might be available for the used or demonstration equipment. Whenever possible, such equipment will carry a full manufacturer's warranty.
  9. Warranty: Bidder shall include with the bid any applicable statements of warranty for the product(s) offered.
    - a. The bidder warrants that all items provided will be free of any defects in workmanship or materials and that the items will conform to the specifications and will be fit for ordinary use and wear for the usual life of the item or part thereof.
    - b. Bidder warrants and covenants that any merchandise offered complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.
  10. Questions: Any questions a bidder might have concerning either the specifications or other matters relating to the bid should be directed to the attention of the purchasing department.
  11. Minimum Order/Return Goods: If bidder has a minimum order or return goods policy, it shall be so stated in the bid response.
  12. Bid Prices:
    - a. Each bid must show the unit price(s), extended unit price(s), and the grand total of the bid. If the bid specifications consist of more than one item, a unit and total price must be indicated for each item. Lump sum bids are not acceptable.
    - b. Bidder shall also specify any "additional" costs that might be associated with the purchase that the university may have failed to recognize when preparing the bid specifications.
    - c. Bid prices shall remain firm for a minimum of thirty (30) days after the bid opening date. The unit price shall prevail in case of an error in price extension.
    - d. Any bid qualified by an "escalation clause" may disqualify the bidder, at the discretion of the Salem State University purchasing department.
  13. F.O.B. Point: Bids are requested F.O.B. destination, with freight to be paid by the successful bidder. If otherwise offered, the F.O.B. point must be clearly stated in the bid and will be taken into

consideration when making the award, including any applicable costs. The university **CANNOT** accept C.O.D. shipments. If shipping charges are not included in the bid price, the shipment must be sent freight prepaid, with the charges added to the invoice.

14. Mandatory Pre-Bid Conferences: Failure to attend a pre-bid conference that has been so mandated in the bid specification will render a bidder ineligible to bid. If such a bid is submitted, it will be left unopened in the bid file.
15. Collusion: It shall be understood that any bid submitted to the university is made without collusion with any other bidder submitting a bid on the same commodity, and is in all respects fair and without fraud. The director of purchasing and materials management shall remove any vendor from the bidder list that has been deemed guilty of collusion. See "The Bidders List," item 4f.
16. Bid Form: All bids should be returned on the SSU bid form. If specifications are attached, they must not be detached from the bid form. Any bid that is submitted on the bidder's letterhead does not release the bidder from bidder's obligation to abide by the university's bid terms and conditions should bidder receive an award, unless bidder clearly references the exception in the bid response, as detailed in item 1, above.
17. Signature: Bids shall be 1) signed in ink by an authorized individual; 2) made out and signed in the corporate or other name of the bidder; 3) fully and properly executed by an authorized individual. The SSU purchasing department reserves the right to determine what constitutes a properly executed bid. Third party bids (bids that are submitted in the name of one bidder, with the instructions that the order is to be made out to a vendor other than that vendor) are unacceptable.
18. Bid Openings: Sealed bids will be received in the purchasing department until the due date and time indicated in the request for bid form, at which time they will be opened and publicly read.
  - a. Bids will remain sealed in the bid file until the due date and time.
  - b. Bid openings are public and may be attended by interested bidders. Bid requests that originate from the Salem State University campus are opened in the conference room on the second floor of the Administration Building, 354 Lafayette Street, Salem, MA.
  - c. Bid contents become public after the bids have been opened and read.
  - d. The list of vendors to whom a bid request was sent does not become public information until after the bids have been opened and read. The only exception to this rule is bids for labor and materials construction contracts that are estimated to be greater than \$25,000.
19. Faxed Bids: Faxed bids will be accepted, provided the bid has been received in the purchasing department, in its entirety, by the due date and time, and provided further that the faxed bid is followed up by the original, signed hard copy no later than five business days after the bid opening. Fax number: (978) 542-6164. The purchasing department accepts no responsibility for faxed bids that are received late regardless of the circumstances.
20. Verbal Bids: Verbal (telephone) bids will be accepted only under extraordinary circumstances when specifically requested by the purchasing department, provided furthermore, that the bidder immediately confirms the bid, in writing, to the purchasing department, to be received within three business days of the request.
21. Late Bids: Late bids will not be considered. It is the bidder's responsibility to insure that the bid is received in the purchasing department at Salem State University by the due date and time specified in the request for bids or in an addendum thereto. The university accepts no responsibility for bids that are late, misdirected, or lost outside of the purchasing department, for any reason whatsoever.
  - a. The university makes no exceptions for bids that are late due to the failure of the agent selected by the bidder, such as the US Postal Service or a private courier service. Any dispute over such a late bid is between the bidder and the bidder's agent.
  - b. Late bids will not be opened and are left sealed in the respective bid file.

22. **Bid Results:** Complete records of all bids and awards are maintained in the purchasing department. These records are available for inspection by any vendor, or vendor's representative during the SSU purchasing department's regular office hours (Monday through Friday, 8:30 am to 5 pm.) Please call to arrange an appointment.
  - a. It is the bidder's responsibility to contact the purchasing department for bid results, in person or by telephone. Telephone requests will be honored as the time allows at the discretion of the respective buyer.
  - b. Copies of records may be obtained by paying a retrieval fee and cost per copy rate, as set by the Commonwealth of Massachusetts, Secretary of the State, 815 CMR 4.00, as established under M.G.L. Chapter 29, s.29C.
23. **Debriefing:** Any bidder may request a debriefing within one (1) week after the bid award has been made, to discuss the awarding authority's evaluation of its bid offer. Requests for debriefing shall be made in writing to Evelyn Wilson, C.P.M., director of purchasing and materials management. Debriefings shall not include discussions of any competing bids.
24. **Corrections to Bids:** Bidders may submit corrected bids up until the due date and time of the bid opening. A corrected bid will be accepted, provided it is received in the purchasing department by the due date and time specified in the bid request. The bidder shall indicate the bid number and opening date on the outside of the sealed envelope that contains a correction to a bid, together with the notation, "Corrected Bid." If it is discovered after the bid opens that a bidder has made an error in the bid, the bidder may do one of two things:
  1. Withdraw the bid.
  2. Allow the bid to remain as is.

Under no circumstances may a public bid be materially altered after the bids have been opened. The director of purchasing and materials management reserves the right to determine what constitutes a material alteration to a bid.

25. **Bid Award:** The award will be made to the bidder who, in the opinion of the purchasing department, offers the best bid, based on price, conformance to specifications, delivery, and the past performance of the bidder.
26. **Tied Bids:** If two or more bidders who meet specifications and other requirements of the bid request are tied for low price, the winning bidder will be decided by the purchasing department based on other considerations deemed to be pertinent to the purchasing department, or they may be drawn by lot. All things being equal, the university will give first consideration to bids offered by Massachusetts vendors. Second consideration will be given to goods manufactured and sold elsewhere in the United States.
27. **Split Awards:** Awards may be split or awarded to the lowest complete bidder if it is deemed by the purchasing department to be in the best interest of the university to do so. If a split award is unacceptable to the bidder, the bidder must so indicate in the bid response.
28. **Foreign Corporations (out of state):**
  - a. Chapter 181, Section 4, of the M.G.L. states that foreign (out of state) vendors must be registered in the commonwealth with the secretary of state in order to do business in the commonwealth.
  - b. Furthermore, in accordance with M.G.L. Chapter 151A, any corporation that is not incorporated in the Commonwealth of Massachusetts will be required to furnish a certificate of foreign corporation, available from the Office of the Secretary of State, on all contracts involving labor and materials.
29. **Bid Bonds/Performance Bonds/Certified Checks/Insurance:** The purchasing department reserves the right to require the successful bidder to file a performance bond whenever it appears to be in the best interest of the University to do so. If so required, the successful bidder shall furnish the

bond within a specified number of days after the award is made, or the contract will be cancelled and the vendor will be liable for any damages caused by failure to file the bond.

- a. If a bid bond is required, it must accompany the bid, in the form required in the bid specifications. Bid bonds will be returned to the bidders upon the award of the bid.
  - b. If required, the successful bidder shall sign a formal contract and furnish a bond for at least 25%, or a certified check for at least 10%, of the total amount on orders of \$20,000 and over. Certificates of insurance may also be required in certain cases.
30. Purchasing Department's Right to Reject/Waive Technicalities: The purchasing department reserves the right to reject any or all bids, wholly or in part; to waive technicalities, irregularities, and omissions; to make awards in a manner deemed 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.
31. Purchasing Department's Right to Seek Interpretation: The purchasing department reserves the right to seek interpretation of, or to reject, illegible or vague bids, and its decision shall be final.
32. Force Majeure: The vendor shall not be responsible for performance delays caused by unforeseeable circumstances beyond the control of, and without the fault or negligence of the vendor. In such circumstances, the vendor must promptly notify the purchasing department of the cause of the detail and then obtain the purchasing department's concurrence that the delay is justified. This shall not preclude the university's right to cancel the vendor's contract with the university and make the award to another vendor should the delay prove to be unacceptable to the university. Example of some such cases include, but shall not necessarily be limited to, acts of God or the public enemy, acts of the commonwealth in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather.
33. Termination:
- a. Salem State University may, by thirty (30) days written notice, terminate a contract in whole or in part for failure of the vendor to perform any of the provisions of the bid. (Example: chronic backorders). In such event, the vendor shall be liable for damages, including the excess cost of procuring similar services from another source. If the purchasing department determines that, for any reason, the vendor was not in default, or the vendor's failure to perform is without the vendor's control, fault, or negligence, the termination shall be deemed to be a termination for convenience.
  - b. If the contract is so terminated, the university shall be liable for payment in accordance with the terms of the contract for any materials that may have been received and accepted by the university prior to the effective date of termination.
34. Indemnification: The vendor shall defend, protect, and save harmless the university from and against all claims, suits and actions arising from any negligent act or omission of the vendor or any other authorized subcontractors, or any employees or agents, in the performance of the contract.

### **Purchase Orders**

1. Authorized Purchase Orders: Vendors that ship materials to the university without first receiving a valid, hard copy purchase order from the university that bears the signature of Evelyn Wilson, C.P.M., director of purchasing and materials management, do so at their own risk. Under no circumstances should a vendor accept a request for materials/services unless they are given an official purchase order number and explicit information as to the name of the ordering department, the individual placing the order, and the delivery address. Should the validity of the request ever be questioned by the university, the vendor shall be required to furnish this information.
2. Personal Purchases: Deliveries of personal purchases shall not be made to any university office or building other than university owned or controlled dwelling facilities such as dormitories.
3. Re-Assignment of Orders: Orders may not be re-assigned by the vendor listed on the purchase order to any other vendor. Vendors that so re-assign orders put the second vendor at risk for not being paid and themselves at risk for debarment from receiving further future orders from the university.

4. Vendor's Acceptance of Order: The vendor shall notify the respective ordering department of any objection that the vendor might have to prices, terms, or conditions listed on the purchase order when the order is received by the vendor, not after delivery. The vendor's acceptance of the purchase order and subsequent delivery shall indicate the vendor's willingness to deliver and bill in accordance with the order as written and the terms and conditions contained therein.
5. Acceptance by the University: No article received at Salem State University shall be deemed accepted until the ordering department has had a reasonable opportunity to inspect said article.
  - a. Any article that is discovered to be defective or fails to conform to the specifications outlined in the university's purchase order may be rejected upon initial inspection or at any later time if the defects contained in the materials or non-compliance with the specifications were not reasonably ascertainable upon the initial inspection. Any materials or goods so rejected will be returned at the vendor's expense. Failure to replace the defective items with conforming items may, at the discretion of the ordering department, be grounds for termination of the contract.
  - b. Unless otherwise specified in the university's purchase order, all materials or supplies delivered shall be new.
  - c. Acceptance of any order that calls for installation shall not occur and final payment will not be made until the installation is made and the university deems it to be operationally complete.
6. Substitute Merchandise: Any merchandise delivered to the university shall be of the same brand and model specified on the purchase order. Substitute merchandise that has not been approved by the ordering department prior to delivery will be returned at the vendor's expense.
7. Delivery Address: Unless otherwise specified, all deliveries of orders for Salem State University shall be made to Salem State University Receiving, 70 Loring Avenue Rear, Access via Canal St. Salem, MA 01970; Attention: Ordering Department, University Purchase Order #:\_\_\_\_\_. Bulk deliveries shall be made to the same location. Shipments that cannot be effected because the vendor has failed to properly identify the recipient of the shipment, may, at the option of receiving, be returned to the vendor at the vendor's expense.
8. Leases/Rentals: All lease and rental agreements must be covered by a purchase order. The vendor shall furnish the issuing department with two signed copies of the lease or rental agreement. A new purchase order must be issued by the university for each year the agreement is in effect. Commitments for leases/rentals may be made only in accordance with established university policy.
9. Maintenance Service Agreements: All maintenance service agreements must be covered by a purchase order. The vendor shall furnish the issuing department with two signed copies of the maintenance service agreement. A new purchase order and agreement must be issued for each fiscal year, at the discretion of the ordering department. Commitments for maintenance service agreements may be made only in accordance with established university policy.
10. Payments: Payments for orders that are not funded by the commonwealth are processed through the Salem State University accounts payable department. Payments for orders that are funded by the commonwealth are also processed through the university's accounts payable department. However, the checks are generated in Boston, at the State Comptroller's Division. Vendors shall follow the billing instructions contained in the respective purchase order.
  - a. Payment Terms: In accordance with Chapter 29, Section 29C, and the State Regulation 815 CMR 4.03, standard payment terms for state institutions are net 30 days.
  - b. Vendor Codes: Payment cannot be made to any vendor that does not have a valid vendor code number in the university's purchasing system. The vendor must first complete a Massachusetts W-9 or substitute W-9 form. The vendor must supply a 9-digit taxpayer's identification number (TIN), which is the vendor's social security number or federal employer's identification number.
  - c. Tax Exemption: Salem State University is exempt from paying federal excise taxes and Commonwealth of Massachusetts state sales taxes. Such taxes should not be included in bid prices. The university's tax exemption number is: 999089460.

11. Vendor's Certification: The vendor's acceptance of the university's purchase order shall serve as the vendor's certification that the contract is in full compliance with all applicable regulations and requirements of the law, as set forth therein. The vendor shall further certify under the pains and penalties of perjury that pursuant to M.G.L. c.62C, s.49A, that the vendor has filed all state tax returns, paid all taxes and complied with all laws of the commonwealth relating to taxes; and that pursuant to M.G.L. c.151A, s.19(b), has complied with all laws of the commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and with all laws of the commonwealth relating to worker's compensation, c152. The vendor also represents that it is qualified to perform the worker's service and has obtained all requisite licenses and permits to perform the services as may be required.
12. Vendor Not Employee of University: The vendor, or his employees or agents performing under the vendor's contract with the university are not to be deemed to be, or to represent themselves as employees of the university nor to be agents of the university in any manner whatsoever, and will not make any claim, demand, or application to an officer or employee of the university, including but not necessarily limited to, workmen's compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.
13. Choice of Law: All agreements shall be construed under and governed by the laws of the Commonwealth of Massachusetts.
14. Material Safety Data Sheets: In compliance with the commonwealth's right-to-know law (Chapter 470 of the Acts of 1983, codified as Massachusetts General Laws, Chapter 111F), effective date September 26, 1984, Salem State University requires that the contractor and each subcontractor provide a material safety data sheet (OSHA Form 20), for each and every chemical substance having a toxic or hazardous nature being used, or furnished, in conjunction with the contractor's agreement with the university.

## Policy

1. Parking: Vendor sales and service personnel will find it convenient to park on campus in lot C, or on the street. The university's parking regulations are strictly enforced. Violations may result in ticketing and towing as recourse. Vendors are advised to check with the university's campus police department regarding the parking policies.  
<http://www.salemstate.edu/10078.php>
2. Authorization to Commit Funds: Vendor representatives may call on individual departments to transact official university business. However, it should be kept clearly in mind that departments are not authorized to commit university funds without the prior approval (signature) of Evelyn Wilson, C.P.M., director of purchasing and materials, on a university purchase order and the encumbrance of sufficient funds in the university's budget to cover the commitment.
3. Equipment Demonstrations: Vendors may demonstrate equipment on campus, or leave on trial. Such demonstrations/trials shall, in no way, obligate the university for breakage, loss, or purchase.
4. Gifts/Gratuities: Vendors shall not give gifts or gratuities to university personnel. The best gift any vendor can give is timely deliveries at fair prices.
5. Conflict of Interest: University personnel shall not do business in the name of the university with companies in which they, or an immediate family member, hold a financial interest, unless disclosure of the facts of the matter and the employee's financial interest are first made to, and approved in writing. A state employee may not have a financial interest, directly or indirectly, in a contract made by a state agency in which the commonwealth or a state agency is an interested party (M.G.L. c.268A, s.7). This restriction is subject to certain qualifications. The employee should contact university legal counsel or the State Ethics Commission to discuss the employee's particular situation, before the fact.

**How to Do Business with Salem State University's Buying Groups**

Salem State University belongs to three buying groups: The Commonwealth of Massachusetts (State), Massachusetts Higher Education Consortium (MHEC), and the Educational and Institutional Consortium (E &I). The university is permitted to do business with any and all vendors belonging to any of these three buying groups. For information on how to join these buying groups, please visit their web sites:

**State:** <http://www.mass.gov/portal/>

**MHEC:** <http://www.mhec.net/>

**E&I:** <http://www.eandi.org>

**Purchasing and Materials Management Staff Directory**

Purchasing Department  
Salem State University  
352 Lafayette Street  
Salem, MA 01970  
Telephone: 978.542.6152  
Fax: 978.542.6164

Evelyn D. Wilson, C.P.M., Director of Purchasing and Materials Management

Dennis Koontz, Associate Director of Purchasing and Materials Management

Ralph Berry, Manager Materials Management

Kym Coogan, EDP System Analyst III

Joan Thomas, Senior Buyer