



MASSACHUSETTS COLLEGE OF LIBERAL ARTS

REQUEST FOR PROPOSALS

for

Admission CRM

(Customer Relationship Management) Software

Issued by:

Massachusetts College of Liberal Arts

The Office of the Vice President, Administration & Finance

RFP 2023-002

December 26, 2022

Proposals due on February 1, 2023, by 2:00 PM (EST)

OVERVIEW

Since our inception as the Normal School in North Adams in 1894, Massachusetts College of Liberal Arts (MCLA) has provided educational access and exceptional learning opportunities to generations of students and alumni.

In addition to our 127-year commitment to public education, we have fortified our commitment to equitable academic excellence. For 10 of the last 12 years, MCLA has been named a Top Ten College by U.S. News and World Report. MCLA also appears on the organization's list of top National Public Liberal Arts Colleges and has risen to #21 as a Top Performer on Social Mobility and first among all Massachusetts schools, which measures how well schools graduate students who receive Federal Pell Grants.

MCLA has a total enrollment of just over 1,400 students with nearly 340 graduate and post-baccalaureate students. MCLA offers 23 undergraduate majors, three graduate degrees, and four-degree completion programs.

At MCLA, we are here for all – and focused on each – of our students. Classes are taught by educators who care deeply about teaching and about seeing their students thrive on every level of their lives. In every way possible, the experience at MCLA is designed to elevate our students as individuals, as leaders, and as communicators, fully empowered to make their impressions on the world.

SCOPE

MCLA seeks responses from experienced vendors who can provide project planning and execution of a CRM (Customer Relationship Management) implementation. This CRM should provide the tools necessary to enable MCLA to improve how it manages resources, services, and service management and project portfolio process in a manner that is consistently reliable, transparent, sustainable, and measurable. The vendor will provide expertise required to complete a successful implementation and will share knowledge and deliver training to appropriate resources at the College.

REQUIREMENTS

Security, Support & Service

- Ability to provide client with the migration of all appropriate existing data necessary for rollout of new CRM.
- Data retention and export capabilities.
- CRM can provide East Coast business day customer support.
- CRM is fully Cloud Based. (Vendor must provide reasonable maintenance schedule and sufficient availability for enterprise application.)
- CRM allows for multiple user roles, with varying levels of access to the system as appropriate.
- CRM is mobile friendly and allows for students to access accounts and submit applications from a mobile device.
- CRM meets ADA compliance requirements (e.g., WCAG).

Data & Communication

- CRM has native analytics (either through delivered reports or dashboards) and allows for customized reports to be built and access to data as needed.
- CRM includes tools for managing clients through the entire lifecycle – from pre-to post-event. For example, event registration module and the ability to send and receive event related emails and text messages/create email templates for messaging related to event life cycle.
- CRM has full unlimited email capabilities, including the ability to create and send HTML emails (and attachments) natively through the system (without use of 3rd party solution).
- CRM has text-messaging capabilities, with no limit to the number of messages sent.
- Students must have the option to opt in or out of SMS (Short Message Service) text messaging.
- Ability to communicate and follow up with prospective students and various cohorts.
- Ability to add preferred name, gender, and personal pronouns.
- Capable of handling minimum of 7,000 applications (cumulative) per year.
- Ability to accommodate different constituencies across campus, including but not limited to, undergraduate, part-time/evening, and graduate offices.

Common App Integration

- Ability to provide seamless integration and oversight with The Common Application.
- Bid should include document management capabilities and ability to be compatible with leading higher education document management systems that have proven integration with the proposed solution OR
The bid should include the ability to manage and retrieve documents electronically.
- Ability to provide seamless integration of all back-end data functions without a third-party vendor to ensure real-time solutions in implementation.

Ellucian Banner Integration

- CRM has a current and proven integration with Ellucian Banner. (Preference given to solutions that support real-time integration; bid should include description of the integration.)
- Bid should include information on Credit Card payment collections and integration with Ellucian Banner.
- Ability to provide seamless integration of all back-end data functions without the use of third-party vendors to ensure real-time solutions in implementation.

EVALUATION CRITERIA

A Selection Committee will meet to review the Proposals submitted in response to this Request for Proposal. The Request for Proposals does not commit MCLA to award a contract or to pay any cost incurred in the preparation of the proposal. The College reserves the right to select any proposal it deems in its best interest. Further, the College may accept or reject any or all proposals received and waive any formalities in the evaluation process. The College may also cancel the RFP process if it is deemed in their best interest. Criteria to be used in the evaluation process includes but is not limited to a rating system for the evaluation of the criteria under the following categories. A rating system of Highly Advantageous (Yes response), Advantageous (Future response), Not Advantageous (No response) will be used when reviewing technical proposals. When selecting "Future" please provide an estimated time frame for implementation.

Price shall not be the only factor when making award decision. The factors to be considered by the College, in evaluating proposals and selecting the successful bidder, shall be those factors listed and categorized below with their relative weightings.

Pricing proposals will be opened after the review and rating of the technical proposals is completed. The College will select the company offering the best value to the College, not necessarily the lowest price.

	Highly Advantageous	Advantageous	Not Advantageous
Answers to Questions	Yes	Future	No
Contract Length	3-year contract with option for up to three 1-year extensions	3-year contract with option for 1 year extension	3-year contract only
Professional Services	Implementation provided by proposer, or a choice provided by a number of partners.	Choice provided by a number of partners of which MCLA can choose.	No ability to choose implementation partner or project lead.

1. Functional			
a. Current and proven direct, automated integration with The Common Application. (Please describe)	Yes	Future	No
b. CRM has a current, proven, direct, and automated test-score integration for both College Board and ACT. (Please describe)	Yes	Future	No
c. CRM supports Credit Card payment for application and enrollment fees. TouchNet integration is preferred, and associated costs must be included in the quotation. (Please describe)	Yes	Future	No
d. Ability to host a custom admission application. (Please describe)	Yes	Future	No
e. Ability to provide customized fulfillment services for print material, such as personalized postcards. (Please describe)	Yes	Future	No

2. Technical Specifications			
a. CRM has a testing environment available for College to utilize, independent of production environment. (Please describe)	Yes	Future	No
b. CRM provides online help, forums, and direct support available, as well as onboarding process and training. (Please describe)	Yes	Future	No
c. User licenses are provisioned campus-wide; charges do not apply for additional licenses. (Please describe)	Yes	Future	No
d. CRM allows for custom data fields, with a current and proven integration with Ellucian Banner. Custom data should be able to be migrated into Ellucian Banner. (Please describe)	Yes	Future	No

3. Communications			
a. Ability to personalize and send admissions acceptance letters/documents via email or text with attachments. (Please describe)	Yes	Future	No
b. Ability to track inbound and outbound prospect and applicant contacts. (Please describe)	Yes	Future	No
c. Ability to track applicants who have not enrolled in the college. (Please describe)	Yes	Future	No
d. Ability to track enrolled students who are no shows. (Please describe)	Yes	Future	No
e. Ability to send communications to students who have not a submitted FAFSA. (Please describe)	Yes	Future	No
f. Ability to communicate to Financial Aid applicants who have missing documents, academic progress issues, and student billing issues. (Please describe)	Yes	Future	No
g. Ability to communicate to students that submitted a FAFSA but have not submitted a MCLA application. (Please describe)	Yes	Future	No
h. Ability to integrate financial aid literature. (Please describe)	Yes	Future	No
i. Ability to customize application for no institutional functionalities. (Please describe)	Yes	Future	No
j. Supports and integrates ALL data in real-time. (Please describe)	Yes	Future	No

4. Online Admission Applications			
a. Provide the ability to allow all students to apply to the college regardless of cohort selective programs, international applicants, dual enrollment, home schooled, returning applicants, visiting students, etc.). (Please describe)	Yes	No	Future
b. Ability to link web pages to online admissions applications. (Please describe)	Yes	No	Future
c. Ability to gather applicant persona. (demographics, creativity, introvert, extravert, etc.) (Please describe)	Yes	No	Future
d. Ability to add emergency contact information. (Please describe)	Yes	No	Future
e. Ability to add new data fields and edit them. (Please describe)	Yes	No	Future
f. Ability to customize all forms. (Please describe)	Yes	No	Future
g. Review incomplete Admissions applications. (Please describe)	Yes	No	Future

5. Data Integrity			
a. Ability to prevent the creation of duplicate student ids. (Please describe)	Yes	No	Future
b. Ability to create customizable and scalable executive dashboards.(Please describe)	Yes	No	Future

6. Integration			
a. Integrates with SIS (Student Information System) Ellucian Banner. (Please describe)	Yes	No	Future
b. Integrates with the college’s public-facing website. (Please describe)	Yes	No	Future
c. Includes and integrates with third-party authentication. (Please describe)	Yes	No	Future
d. Integrates with Banner Ellucian APIs (Application Programming Interface). (Please describe)	Yes	No	Future
e. Integrates with the college’s student portal (MyMCLA). (Please describe)	Yes	No	Future
f. Integrates mobile friendly technology with responsive design. (Please describe)	Yes	No	Future
g. Supports SSO (Single Sign On). (Please describe)	Yes	No	Future
h. Supports customization of web forms. (Please describe)	Yes	No	Future
i. Supports customization of communication functions. (Please describe)	Yes	No	Future
j. Integrates with document imaging application. (Please describe)	Yes	No	Future
k. Integrates with the College’s data warehouse. (Please describe)	Yes	No	Future
l. Integrates with reporting applications such as Argos and/or Tableau. (Please describe)	Yes	No	Future
m. Integrates with IPAS (Integrated Planning and Advising Solution) such as EAB Navigate. (Please describe)	Yes	No	Future

7. Technical Infrastructure

Please describe the technical infrastructure of your product and cover the following topics, as appropriate:

- Describe baseline data model of the product
- Identify client operating systems that are supported
- Identify client hardware requirements
- Identify any third-party software required
- Need for data dictionary
- Requirements for system administration and remote access to the network/application
- Identify use of test environment(s) and integration with test environment of College's SIS, Ellucian Banner
- Supported browser(s) and changes to browser upgrades / revisions
- Identify product's data architecture
- Identify integration strategy of various vendor product modules
- Identify enterprise job scheduling tool(s).

PROCESS SCHEDULE

Request for Proposal Issued	Monday, December 26, 2022
Vendor Questions Deadline	Friday, January 13, 2023 @ 5 PM EST
Responses to Vendor Questions	Wednesday, January 25, 2023 @ 5 PM EST
Submission of Proposals Due	Wednesday, February 1, 2023 @ 2 PM EST
Evaluation of Responses	Thursday, February 2 – Friday, February 17, 2023
Anticipated Contract Awarded	Wednesday, February 22, 2023
Contract Start Date	March 2023

RFP SUBMISSION INSTRUCTIONS

Expression of Interest

If your company is considering submitting a proposal in response to this RFP, please email william.norcross@mcla.edu of your intent to participate. Please include in your email:

Your Name
Title
Company Name
Telephone Number
Email Address
Fax Number

Submission of your interest is not a prerequisite for submitting a proposal, but it is necessary to ensure future communication regarding this RFP.

All communication regarding this Request for Proposal shall be directed to William Norcross, Purchasing Manager – Administration and Finance. He can be reached at william.norcross@mcla.edu. Failure to follow this instruction shall result in immediate disqualification of the interested party.

Questions and inquiries should be emailed to william.norcross@mcla.edu and must be submitted by January 25, 2023, no later than 5:00 pm. The subject line should be Admission Customer Relationship Management Software RFP 2023-002. Any oral communication shall be considered unofficial and non-binding on the College. Written responses will be copied to all respondents submitting an expression of interest.

As a public institution, we are subject to all State and Federal regulations regarding the release of public records and information.

SUBMISSION REQUIREMENTS

- **Itemized Cost Schedules:** Include an itemized cost schedule for one, three, and five years that includes the following:
 - All prices submitted must be stated as firm fixed price. Prices will remain fixed for the entire contract.
 - Please include an hourly rate fee schedule (price per component and hour and numbers of hours where applicable).
 - List examples of cost itemization (if applicable)
- **List of References:** Provide a point of contact (including email and phone number) for 3 current clients in higher education for whom you have provided similar services. Please include a brief description of the school and the project's complexity (preferably Ellucian Banner schools). MCLA may deem the bidder's response unresponsive if a reference is not obtainable after reasonable attempts.
- **Typical Implementation Process and Time Frame:** In narrative form, briefly describe a typical implementation process and time frame for the installation, integration, and training for our product and/or services.
- The proposal must be signed by an official authorized to bind the vendor to its provisions and must remain valid for at least 120 calendar days from the deadline for proposal submission.
- Certification of Non-Collusion must be signed and submitted with proposal. (See page 15)
- Late proposals will not be considered.

SELECTION PROCESS

A Selection Committee will meet to review the proposals submitted in response to this Request for Proposals. Each proposal submitted must be signed by an institution official authorized to bind the offer. The solicitation for proposals does not commit Massachusetts College of Liberal Arts to award a contract to pay any cost incurred in the preparation of the proposal. The College reserves the right to select any proposal it deems in its best interest. Further, the College may accept or reject any or all proposals received and waive any formalities in the evaluation process.

Criteria to be used in the evaluation process include, but are not limited to, the following:

- The greatest value with respect to the bidder's response, and its material content and responsiveness to the requirements of this RFP.
- The quality of services offered.
- The general reputation of the firm.
- The qualifications of the personnel assigned to work on the project.
- The demonstrated understanding of the respondent of conducting the work as required by the service's scope.
- The bidder's functionality, performance, flexibility, and ability to meet the goals of MCLA.

The College, at its discretion, may request responding vendors to make oral presentations. The College will schedule the time and location if a presentation is deemed necessary.

CONTRACT

The contract term shall be for three years with the possibility of two annual renewals at the discretion of the College for a maximum of five years. The implementation date shall be as soon as practical. The College may negotiate such additions, deletions, or changes as may be necessitated by law or changed circumstances. The successful respondent is encouraged to present new or enhanced products and services for consideration by the College during the Agreement's life.

The College reserves the right, in its sole discretion, to terminate the contract that results from this RFP with thirty (30) days written notice to the successful company should the Agreement no longer be deemed beneficial to the College.

State law prohibits the College from agreeing to indemnification of the contracted party. Additionally, it is mandatory that the Commonwealth of Massachusetts laws apply to the performance of the contract and that jurisdiction and venue be in Boston, Massachusetts for State and Federal courts.

Vendors That Win an Award Must Sign the following:

Exhibit A– Commonwealth of Massachusetts Standard Contract Form

Exhibit B - Commonwealth Terms and Conditions document

Exhibit C - Commonwealth Terms and Conditions for Information Technology Contracts

Exhibit D - Northern Ireland Notice and Certification

Exhibit E - State Tax Compliance

Exhibit F - Massachusetts College of Liberal Arts W9 Form

Choice of Law

The laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. The Contractor agrees to bring any federal or state legal proceedings arising under this Contract in which the Commonwealth or the College is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties. The terms in this proposal will take precedence over any vendors submitted in response to this RFP. If the College cannot agree to contract terms with the vendor(s) that win an award, then the College reserves the right to move the award to another vendor.

Force Majeure

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Proposal Costs

Expenses incurred by the vendor in preparation of proposals are the vendor's responsibility.

Termination of Agreement

The College may terminate this Contract if Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by the Contract, including; but not limited to (1) Vendor's failure to provide product(s) as required in this Contract; (2) any of the rights granted to College herein are materially restricted or limited during the Term of this Contract; (3) a final judicial order, opinion, or governmental regulation prohibits the availability of device(s), whether or not due to a cause beyond the reasonable control of the Vendor; (4) labor disputes between the Vendor and its employees, or a union results in the picketing of, or a work stoppage by, Vendor's employee(s), agents, or suppliers; (5) Vendor fails to act as an equal opportunity employer with an affirmative action plan during the term of this Contract; (6) if in the sole judgment of the College, the College receives an excessive number of complaints about the Vendor's products (s) or services.

In the event of breach of this Contract by Vendor, the College may terminate this Contract by giving written notice to the Vendor at least thirty (30) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the College.

If the notice provides a cure period and the Vendor fails to cure the alleged breach within the period stated in the notice, the College may terminate this Contract without penalty upon seven (7) days written notice to the Vendor.

Notwithstanding, if such failure or delay in rendering performance is more than thirty (30) days, the College may, at its discretion, terminate this Agreement without penalty or recourse, by providing written notice to Vendor.

Payment Terms

The College's payment terms are Net 30 days from the date of receipt of all submittals, in accordance with Section 9, with late penalty interest assessable at rates established by the Commonwealth, after 45 days, in accordance with M.G.L. C29, s29C, and with Commonwealth Regulation 815 CMR 4.00. Funds are authorized for goods, services and other obligations incurred, received and accepted in the current fiscal year and may not be used to pre-pay for future fiscal year obligations (advance payments) even if substantial discounts are offered, without specific legislative authorization or for prior fiscal year obligations. See G.L. c.29, § 12. This means goods and services to be paid for with current fiscal year appropriations must be received within the fiscal year (July 1-June 30).

Severability

If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

Assignment and Delegation

The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the College, nor shall the Contractor subcontract any service without the prior written approval of the College. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

Acceptance & Rejection of Proposals

College is not obligated to accept any proposal and Nothing within the RFP shall be taken as constituting a contract or agreement. In addition, College reserves the right to:

Make all decisions regarding this proposal, including, without limitation, the right to decide whether any proposal does or does not substantially comply with the requirements of the RFP.

Accept, reject, or negotiate modifications to any terms of proposals received. Communicate with the vendors, individually or collectively, formally, or informally. Reject any or all proposals received.

Additional Rights Reserved

In addition to all other rights, College specifically reserves the right to:

Select and negotiate with those parties it judges qualified for competitive bidding and terminate negotiations without incurring any liability.

Accept or reject all or part of a bidder's proposal or accept no proposal at all.

Negotiate various terms and other conditions of business with the successful bidder(s).

Contact any bidder to obtain corrections or clarifications to a submitted proposal if necessary to make a fair comparison of all proposals submitted.

Extend the proposal submission date for all bidders, if it is determined to be necessary for any reason.

Amend or supplement this RFP in writing at any time.

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of Business)

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: MMARS Department Code:	
Legal Address: (W-9, W-4):		Business Mailing Address:	
Contract Manager:	Phone:	Billing Address (if different):	
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):	
___ NEW CONTRACT		___ CONTRACT AMENDMENT	
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)		Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ___ 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 <i>new</i> 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor’s control.

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

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

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

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

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

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



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

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

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

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

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

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

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



COMMONWEALTH TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY CONTRACTS

This Commonwealth Terms and Conditions for Information Technology Contracts ("IT Terms and Conditions") form is jointly issued by the Executive Office of Technology Services and Security (EOTSS), the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors to govern Contracts subject to the object codes for information technology, as defined by the Office of the Comptroller's [Expenditure Classification Handbook](#), or other Contracts as expressly approved in writing by EOTSS, ANF, OSD, and CTR. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form shall be void. Upon execution of the Standard Contract Form and filing as prescribed by the Office of the Comptroller, these IT Terms and Conditions will be incorporated by reference into any Contract for IT commodities or services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. The Commonwealth's possession, installation, or use of proprietary IT commodities or services, developed by Contractor for the open market without the use of State funds, shall not transfer title or ownership thereof to the Commonwealth. A "Contract" shall mean, in the following order of priority: (i) these IT Terms and Conditions; (ii) the Standard Contract Form issued jointly by ANF, CTR and OSD, and the Standard Contract Form Instructions and Contractor Certifications; (iii) the Request for Response (RFR) or applicable solicitation document, as it may be amended by the Department; (iv) the Contractor's response to the RFR or applicable solicitation document, as it may be amended by the Department and Contractor, including any negotiated terms and conditions allowable pursuant to law or regulation; (v) a solicitation created by the Department for a particular engagement such as a Request for Quote (RFQ), as it may be amended by the Department; (vi) any negotiated terms and conditions governing a particular engagement, as expressly agreed to in writing between the Department and the Contractor; and (vii) the Contractor's response to the Department's solicitation.

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

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

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

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may, without penalty, terminate or suspend a Contract: (i) without cause; (ii) if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract; (iii) in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract; or (iv) in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price



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increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

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

6. Confidentiality, Privacy, and Protection of Data. The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data" and shall comply with M.G.L. c. 93H if the Contractor accesses "personal information." The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems. See also the Commonwealth's Standard Contract Form and the Enterprise Security Policies and Standards: <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>.

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

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

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

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

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

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

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

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



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

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

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

16. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in State court in Massachusetts, unless a federal court in Massachusetts has

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

17. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of deleting, replacing or modifying any printed language of these IT Terms and Conditions, as officially published by EOTSS, ANF, CTR and OSD, or any printed language of the Standard Contract Form shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these IT Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these IT Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor.

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

NORTHERN IRELAND NOTICE AND CERTIFICATION

A Northern Ireland Notice and Certification is required by Massachusetts law. Please complete the certification provided below and include with your firm's RFP submission (not subject to the Proposal page limit) under a separate tab entitled "**Northern Ireland Notice**". All bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland. Each bidder must complete and return this form with its response, even if not applicable, in order to be considered responsive.

State agencies, state authorities, the House of Representatives or the state Senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland who fails to complete the certification below as required by M.G.L. c.7 section 22C:

_____The bidder does not employ ten or more employees in an office or other facility in Northern Ireland.

_____The bidder employs ten or more employees in an office or other facility located in Northern Ireland and certifies that:

1) the bidder does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and

2) the bidder promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and

3) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Signed under the pains and penalties of perjury on this _____ of _____, 20____.

Bidder Name

Signature of Authorized Representative Signing on Behalf of Bidder

Print Name of Authorized Representative of Bidder

Print Title of Authorized Representative of Bidder

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Chapter 233 of the Acts of 1983, Section 49A (b)

I, _____, authorized signatory
(Name and Title)

for _____, whose principal
(Contractor)

place of business is at _____
(Address)

do hereby certify under the pains and penalties of perjury that

_____ has complied with all laws of
(Contractor)

the Commonwealth relating to taxes.

(Authorized Signature)

(Date)