

***University of Massachusetts
Medical School***



Request for Response (RFR)

For

***Information Technology
Integrated Data Repository***

RFR Number:

CW15-BG-0013-0001

Date: January 15, 2015

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PART A – REQUEST FOR RESPONSES

Section 1. Introduction and Overview

1.1 Introduction

The University of Massachusetts Medical School (“UMMS” or “The University”) is issuing this Request for Response (the “RFR”) in order to procure products and/or services for the Information Technology department. Any UMMS department, or that of its affiliates and related organizations, may also choose to utilize the Contract(s) that results from this RFR.

The University is seeking a technology vendor to provide an Integrated Data Repository solution. Minimum Qualifications of Bidder

The University is seeking a Bidder that has the following qualifications:

- A. Proven experience of at least five (5) years, providing implementation and/or consulting services of integrated data repositories;
- B. Demonstrated ability to provide experienced professional staff, with a minimum of five (5) years’ experience providing implementation and consulting services;
- C. In operation as a business for a minimum of six (6) years, at least three (3) of which must have been relevant to academic health sciences centers; and
- D. A corporation which has offices and conducts operations within the United States.

The University reserves the right to confirm that each of the Bidder(s) have adequately met these requirements.

1.2 Response Due Date and RFR Timetable

The schedule of activities for this RFR process is listed below, and Responses will be accepted until the date and time set forth below. **Any Response received after the deadline will be rejected.** All times listed below refer to times in the Eastern time zone of the United States.

Event	Date	Time
RFR Release Date:	January 15, 2015	N/A
Bidder’s Questions Due Date:	January 22, 2015	5:00 P.M.
Answers to Selected Questions: (anticipated date)	January 29, 2015	N/A
Response Due Date:	February 5, 2015	2:00 P.M.
Bidders’ Demos: (anticipated date)	February 11-13, 2015	TBD
Selection of Bidder for Contract Execution: (anticipated date)	February 19, 2015	N/A
Contract Start Date: (anticipated date)	March 9, 2015	N/A

1.3 Contract Term

The initial term for the Contract resulting from this RFR is anticipated to be for a period of two (2) years, commencing on approximately March 9, 2015.

1.4 University Background

The [University of Massachusetts Medical School](#) in Worcester is one of five campuses in the University of Massachusetts system. Established in 1962, the medical school's mission is to achieve national distinction in health sciences education, research, and public service, and with its clinical partner, UMass Memorial Health Care, national distinction in clinical care. The Worcester campus, located in central Massachusetts, is one of the fastest growing academic medical centers in the country and is home to the Commonwealth's only public medical school.

UMass Information Technology is committed to building a united technology division focused on serving the diverse needs of UMass Medical School through partnership of purpose, timely engagement, application of modern technical solutions, and a spirit of innovation

More information about UMMS and Information Technology is available at:

www.umassmed.edu and <http://www.umassmed.edu/it/>

2 Scope and Specifications

2.1 Definitions

The following terms that appear capitalized throughout the RFR shall have the meaning stated in this section, unless the context clearly indicates otherwise:

Bidder — The entity that submits a Response to this RFR.

Contract — The agreement resulting from this RFR executed between the selected Bidder and the University to accomplish the purposes specified in this RFR. The Contract shall include: the University Contract for Services the Business Associate Agreement, any necessary Ammendments and the scope of services. If subsequent to the issuance of this RFR, the University amends any of the documents referenced above, the Contract may substitute the most recent version of the referenced document.

Contractor — The entity that enters into the Contract with the University.

Integrated Data Repository (“IDR”, “DR”) – an aggregation of granular patient-centric health data collected from multiple-IT systems and intended to support multiple uses.

UMMS (or the “University”) – University of Massachusetts Medical School.

Response — Any information submitted by the Bidder in response to the requirements outlined in this RFR, including any clarifying information requested by the University.

2.2 Scope of Services and Other Specifications

The vendor will plan, design, create, test, deploy, and document an integrated data repository solution; UMMS IT resources will be trained to support the solution.

The Data Repository will allow authenticated and approved UMMS researchers and clinicians to query de-identified data and subsets of identified data from approximately 30 UMMS/UMass Memorial Health Care systems. The data includes, but are not limited to, electronic health record (EHR), omics (e.g. genomic), and clinical images, HL7 live feeds, and various payer systems. The total size data sources are over 30TB and is expected grow exponentially. The solution may be hosted at UMMS’ data center.

Researchers and clinicians will utilize the Data Repository to meet a variety of objectives such as cohort identification, clinical and basic research, generating population surveys, and creating a longitudinal view of patient medical history. Data will be used to improve patient safety and to help satisfy the mission to accelerate early phase translational studies and to develop new therapies, devices, and interventions based upon UMMS discoveries.

The Data Repository will demonstrate through observation and rapid, secure, elegant, and simple use the software's abilities to ingest, aggregate, and harmonize these various data sources, and present the data in a unified format for retrieval and analysis. Data will be available to researchers and clinicians in various methods such as standard reports, querying functionality, data visualization, and export into or integration with various data analysis systems such as the I2B2 workbench. The solution must be flexible to accommodate and anticipate the data needs and analytic skillsets ranging from simple report generation and querying in a lab setting, rapid retrieval in a clinical setting, and in use for PhD-level bioinformatic analysis.

The solution will clearly lay out how the following functions will be achieved. The contractor will demonstrate the technology, the implementation services, the training of UMMS IT staff and the documentation of:

- an ETL mechanism with the proven ability to integrate and harmonize genomic data, image data, EHR data, etc. as listed above
- processes and tools to demonstrate how data quality can be measured and adjusted (e.g. changes in ETL logic)
- implementation of security layers allowing for a tightly controlled Data Repository and associated data marts
- a data mart generation framework
- the data querying / visualization tools provided or supported
- the infrastructure required to host and support the data repository
- the staffing need to implement and support the data repository

Proposed solutions will explain how/if each of the following project elements will be fulfilled:

1. Execution
 1. Ability to work in agile/scrum framework with UMMS IT
 2. Ability to demonstrate domain knowledge
 3. Technical competency of the technology stack
 4. Open, timely communication and issue resolution.
 5. Ability to respond to updates and/or changes (how does vendor respond).
2. Integration
 1. Ability to process HL7 messages (real-time)
 2. Ability to process data source updates as new data packages become available. Ease of adding new fact or data source.
 3. Ability to obtain and incorporate clinical information from UMMS in an industry standard formats
 4. Ability to generally satisfy UMMS's requirements for clinical information management (apply our business rules)
 5. Ability to integrate clinical information across multiple data sources
3. Access to Integrated Information
 1. Demonstrated ability to show system architecture and proven ability to save time
 2. Ability for all UMMS users to access all clinical information on a role-based level
 3. Ability to aggregate clinical data at the data source level and query for specific data source
 4. Ability to conduct ad hoc and non-standard analysis on clinical information in a timely manner
 5. Ability for a solution specialist to easily access and analyze data for end users (DB access)
 6. Ability to export selected subsets of data for advanced analysis (eg. SAS export)
 7. Ability to limit access to a subset of clinical information for external users and selected subsets of UMMS users as required
 8. Ability to provide an API for customized access to the data & system.
4. Compliance and Security
 1. As defined earlier in this document
 2. The willingness and ability to sign a Business Associates Agreement with UMMS
5. Metrics
 1. Ability to capture an audit trail of changes to the data
 2. Ability to provide metrics and/or dashboards on available data, data sources (system metrics)
6. Archiving and Updates of Clinical Data
 1. Ability to store and manage data long term
 2. Ability to upgrade archived data to meet current technology standards
7. Ease of Use

1. Ability for a developers and/or users to easily and intuitively access and use the solution
2. Ability to export data in industry standard format
3. Information modeling, metadata mgmt - Ability to model information in the Data Repository, ability to make use of metadata, ability to drive processes using metadata
4. Provide tools for querying and visualization for prototypes
8. System Characteristics
 1. Ability to support system as managed service
 2. Disaster Recovery/Backup Solution - Ability to recover data in event of issues requiring backup data (such as a server fail), ability to recover to alternate site data center in event of a disaster affecting the entire data center
 3. Scalability - Ability to show User Load, Data Volume, Mode of Scaling, Testing, Network, Constraints
 4. Performance - Ability to measure, test, identify roadblocks and implement improvements
 5. 21 CRF Part 11 Compliance - ability to show compliance with Part 11, audit trail, produce validation documentation and procedural controls
 6. Inter-operability - Ability to integrate with 3rd party systems, UMMS systems
 7. Availability/Reliability - Ability to demonstrate availability and reliability of similar production systems (number of unplanned bug fixes or patches)
9. Analytics
 1. Predictive analytics capabilities

The University is seeking Responses from Bidders that meet the Minimum Qualifications in Section 1.2, above.

A. **Roles and Expectations**

1. **General Project Methodology**

Given the criticality of delivering functionality rapidly and within aggressive, specified timelines, the level of engagement must be frequent and include a high amount of collaboration in order to ensure transparency throughout the delivery cycle. The most effective delivery method for this effort is to employ an agile | scrum development framework. Employing the scrum development framework is guided by the following key principles:

- The development of working software is more important than comprehensive documentation.
- A High degree of collaboration through frequent discussions and communication.
- The development team can adapt to changes more quickly given short sprint durations (2 week intervals) and the ongoing feedback from clients..

2. **Project Specific Roles**

The following roles are expected to be the key to a successful Project.

a. **University Key Roles**

- **Project Sponsors:** The Project is sponsored by the University's key leadership representatives.
- **Key Stakeholders:** UMMS research and clinical faculty representative, IT Research Computing team members, Information Security Office representative, Infrastructure Services.
- **Product Owner:** The Project will be managed primarily by a Senior Product Owner employed by the University.
- **Project Team Members:** These are key functional and technical resources from the University. Many of these individuals are key business owners.

b. **Contractor Key Roles**

- **Product Owner Role**

Based on the magnitude and scope of the Project, the University seeks complementary product ownership cooperation from the Contractor. This Contractor shall assign a Product Owner ("Contractor PO").

The Contractor PO will be a key onsite individual that will work in partnership with the University PO to

define and prioritize key functional components (the backlog); the key components are then decomposed into “user stories” that can be delivered in two week intervals known as “sprints”. The sprints will contribute to the incremental building of all the functionality. Once User Stories are defined and prioritized they are assigned to the Sprint Backlog for deliver within the next 2 week cycle. Progress within each sprint is reported by the team every day during the 15 minute morning standup. With each internal release cycle key deliverables can exist of either functional components that can be demonstrated and signed off on by our customers as meeting requirements or in some cases diagrams or documentation that will be instrumental in ensuring the development of a robust, secure and extensible application. The Contractor PO will also assist in managing issues and their resolution and in identifying and mitigating risks.

c. Technical Consultant/Staff

The technical consultants are expected to have strong and demonstrated knowledge in the architecture, security, infrastructure, and product implementation.

B. Scope of Services

The solutions will clearly lay out how the following functions will be achieved. For each bullet, the contractor will demonstrate the framework being provided by the software, the implementation services, the training and the documentation of:

- An ETL mechanism with the proven ability to integrate and harmonize genomic data, image data, EHR data, etc. as listed above
- Demonstrate how data quality can be measured and adjusted
- Security layer allowing for a tightly controlled Data Repository
- Data mart generation framework
- Security layer to the data marts that follow the security requirements as listed above
- Data querying / visualization tools provided or supported

The solution delivery may be turn-key, where vendor provides all technical resources, or staff augmentation of UMMS IT resources; best value will determine final decision.

Solution must meet UMMS security requirements as defined by the UMMS Information Technology Security Office and generalized in 5.1.5. Security Provisions.

Contractor must address Infrastructure concerns such as:

- Based on similar size customers implementation, what are the recommended staffing resources to successfully support the Data Repository Infrastructure if support is internal to UMass Medical?
- What are the typical Network topology / bandwidth requirements needed from an internal UMass Medical network point of view as well as Firewall mandatory requirements
 - a. What are the required non-traditional SYS / DB admin skill sets required to support it
 - b. What are the Technological assets (hardware and software) required, the staffing model resources to support it and the Procedures for management, training and support to its continuous operation and evolution.
- Does the solution provide automatic mechanisms for security policy enforcement?
- What mechanisms are available within the application for authentication, authorization and auditing/accounting, privacy issues, policy enforcement, licensing
- What are the recommendations for data archiving?
- High-level architecture diagram and data movement workflows should be provided

2.3 New Initiatives and Program Modifications

The University reserves the right, at its sole discretion and at any time prior to or during the Contract term, to change any scope of work or portion thereof, whenever, in the University’s judgment, the University’s goals have been modified in any way that necessitates such changes. In the event that the scope of work for any task(s) or portions thereof must be changed, the University shall notify the Contractor in writing and negotiate appropriate changes to the Contract, if any.

3 Procurement Process

3.1 Questions

Bidders may make written inquiries concerning this RFR until the questions due date set forth in Section 1.3: *Response Due Date and RFR Timetable*.

Written inquiries must be sent to Brian Girard, Director of Purchasing at the University of Massachusetts Medical School, Purchasing Department:

- by email to brian.girard@umassmed.edu (email is preferred);
- by mail to 333 South Street, Suite 290 – 12379, Shrewsbury, MA 01545; or
- by fax to (508) 856-7880 [telephone (508) 856-5301]

The University will review written inquiries received before the due date and, at its discretion, prepare written answers to questions which the University determines to be of general interest. Any written answers will be made available to all identified prospective Bidders.

3.2 Communications

Prospective Bidders are prohibited from communicating directly with any employee of the University regarding this RFR, except as specified in this RFR, and no other individual University employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR except the University representative named in Section 3.1: *Questions* of this RFR. The University reserves the right to disqualify any Bidder that violates this section.

3.3 Certification of Non-Collusion

Pursuant to M.G.L. c. 7, s. 22 (20), the Bidder shall certify in its Transmittal Letter under penalties of perjury that its Response is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this section, the word “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The University may, by written notice to the Bidder, terminate the right of the Bidder to proceed under any Contract that may result from this RFR if the University determines that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Bidder, or agency or representative of the Bidder, to any officer or employee of the University with a view toward securing the Contract or securing favorable treatment with respect to any determination regarding the Contract and as set forth in M.G.L. c. 268A.

3.4 Modification or Withdrawal of Responses

A Bidder may modify or withdraw a Response prior to the Response due date and time stated in Section 1.3: *Response Due Date and RFR Timetable*. A withdrawal or modification may be (1) submitted in writing and signed by an authorized representative of the Bidder, or (2) made in person at the Purchasing Department, provided adequate identification is shown by the Bidder or its authorized representative. Telephonic withdrawals, but not modifications, will be accepted, provided the Bidder mails written confirmation to the University, postmarked on or before the date and time Responses are due.

3.5 Amendments to the RFR

The University reserves the right to amend, alter, or cancel the RFR at any time prior to the deadline for submission of Responses. If such action is necessary, notice will be provided in the same manner in which the RFR was released.

3.6 Evaluation of Responses

An evaluation committee will be established to review all Responses and to identify the Bidder that will provide the best value to the University. A Bidder will be selected to execute the Contract.

3.6.1 Evaluation Criteria

The evaluation committee shall rate each Bidder's Services Response by evaluating it on Cost, Infrastructure Requirements, Functionality, Security, Usability, Technical Integration, Scalability, and Vendor Qualifications.

The evaluation committee will:

- (1) evaluate the Services Responses in accordance with the criteria above;
- (2) assign a score;
- (3) compare the Services Responses to one another.

When evaluating each Bidder's Cost Response, the evaluation committee will consider reasonableness, competitiveness, and value. Cost will be one factor, but not the sole factor, in the committee's evaluation of the Responses.

The University reserves the right to consider such other relevant factors as it deems appropriate in order to obtain services and terms of the best overall value to the University and its clients.

3.6.2 Clarification of Responses

The evaluation committee may determine that some element of a Bidder's Response requires clarification to verify its responsiveness to the RFR or to facilitate a fair comparison with competing Responses. In such cases, the committee may seek clarification from the Bidder. Clarification may include a request to submit additional materials, and/or an invitation to a Bidder to come to the University for a personal interview or presentation. In addition, the University may schedule an onsite visit to the Bidder's business locations.

The University, in its sole discretion, will determine which Bidders, if any, will be asked to make an oral presentation. Oral presentations may be held to allow the Bidder to clarify details or further inform the committee regarding the Bidder's organization or Response, but not to change or correct the original Responses in any way. Oral presentations shall not be open to the public. The committee shall schedule the time and location of any oral presentation. Failure of a Bidder to agree to a date and time for an oral presentation may result in rejection of the Bidder's Response.

3.6.3 Rejection of Responses

The right is reserved to reject any and all Responses, to omit an item or items, or to accept any Response deemed best for the University. The University makes no guarantee that a Contract, or any other obligation to purchase any commodities or services, will result from this RFR.

The University reserves the right to waive technicalities, irregularities, and omissions if, in the opinion of the University, they are insubstantial and to do so will serve the best interest of the University.

The University may determine that a Response does not comply with the submission instructions and is nonresponsive to the RFR. The University reserves the right to reject that Response.

3.7 Selected Bidder

The University will send written notice to the Bidder (or Bidders, if applicable) selected as a result of this RFR. If the selected Bidder fails to sign the Contract offered for the Bidder's acceptance within a reasonable period of time, the University may determine that the Bidder has abandoned the Contract and shall be free to select another entity with which to execute the Contract.

This RFR is not an offer to enter into an agreement with any party. It is a request to receive Responses from Bidders interested in providing the services specified herein. Nothing in this RFR, or in the University's acceptance of any proposal in whole or in part, shall obligate the University to execute a Contract with the Bidder.

3.8 Debriefing

The University may conduct debriefings for non-selected Bidders, if requested within 14 calendar days of the University's announcement that it has selected a Bidder. The University will provide debriefing guidelines in advance of each debriefing. Requests for debriefing shall be made in writing to the individual identified in Section 3.1: *Questions* of this RFR.

3.9 Massachusetts Public Records Law

All Response and related documents submitted in response to this RFR become public records and are subject to the Massachusetts Public Records Law, M.G.L. c. 4, s. 7 (26) and M.G.L. c. 66, s. 10. Any statements in submitted Responses that are inconsistent with these statutes will be disregarded.

PART B – RFR SUBMISSION REQUIREMENTS & ATTACHMENTS

4 Submission Instructions

4.1 Bidder's Checklist

This checklist contains requirements and instructions for preparation and submission of Responses. It is provided as a tool to assist Bidders with the submission of Responses and does not need to be returned with the Response.

Response Document	Section Reference (may include a required form or attachment)	Instructions	Submitted with Response? (Yes/No)
✓ <i>Services Response</i>	PART B – Section 5.1	The Bidder's <i>Services Response</i> must explain how the Bidder would meet the needs of the University as described in this RFR, and more particularly in Section 2.2, Scope of Services and Other Specifications. In the Services Response, the Bidder shall provide the information specified in PART B – Section 5.1 .	
✓ <i>Subcontractors</i>	PART B – Section 5.2	If the Bidder intends to use any <i>subcontractor(s)</i> to perform a role in the scope of services, the Bidder must include in its Response the information indicated in PART B – Section 5.2 regarding the subcontractor(s).	
✓ <i>Business Response</i>	PART B – Section 6		
	A. Signed Transmittal Letter	A. The Bidder must submit the Bid Offer and Proposal- Appendix A signed in <i>blue ink</i> by an individual with the authority to bind the Bidder. The Transmittal Letter must be on letterhead and include the Bidder's name and address.	
	B. Bidder's Contact Information	B. The Bidder must provide contact information for at least two (2) people at the Bidder's organization who the University can contact for clarification, notification of selection, etc. The contact information must include the information requested in Appendix A , at minimum.	
	C. Certification of Tax Compliance	C. The Bidder must demonstrate compliance with Commonwealth of Massachusetts tax laws, including M.G.L. c. 62C, s. 49A. The Bidder must submit an original or photocopy of a <i>Certificate of Good Standing and/or Letter of Compliance</i> that has been issued by the Massachusetts Department of Revenue within the past year. Appendix A .	

Response Document	Section Reference (may include a required form or attachment)	Instructions	Submitted with Response? (Yes/No)
	<p>D. Evidence of Insurance</p> <p>E. Disclosures</p> <p>F. Diverse Vendors</p> <p>G. Prompt Payment Discount Form</p>	<p>D. As part of its Business Response, the Bidder (or subcontractor) must provide the University with written evidence of insurance from the insurer. Any documentation provided pursuant to this requirement should be labeled as Appendix B – Evidence of Insurance. Note that the selected Bidder must agree to <u>all the insurance terms</u> set forth Standard Contract Documents.</p> <p>E. As part of its Business Response, the Bidder (or subcontractor) must demonstrate that its organization is in sound financial condition, and/or that appropriate corrective measures are being taken to address and resolve any identified financial problems. Documentation provided to the University pursuant to this requirement should be labeled as Appendix B – Disclosures, and shall include, but not be limited to all the items listed in Appendix B.</p> <p>F. All Bidders (or subcontractors) must complete the questionnaire in Appendix B. If the Bidder's (or subcontractor's) organization is certified as a diverse vendor by a government entity, the Bidder (or subcontractor) must include a copy of such certification with Appendix B of its Business Response.</p> <p>G. All Bidders must complete and submit the Prompt Payment Discount Form with the Business Response (see Appendix B).</p>	
✓ Cost Response	<p>PART B – Section 6</p> <p>ATTACHMENT</p>	Bidders must complete and submit the Cost Response <i>in Part Six</i> .	

4.2 Response Instructions

4.2.1 General Requirements

- (1) Responses to this RFR must consist of **one original, 3 copies, and two electronic copies** of each of the following three separate documents:
 - a. the Bidder's *Services Response* as described in PART B – Section 5;
 - b. the Bidder's *Business Response* as described in PART B – Section 5;
 - c. the Bidder's *Cost Response* as described in PART B – Section 6

The electronic version of the Response documents must be on USB flash drives. Each of the two USBs must contain one copy of the Services, Business, and Cost Response.

The Bidder is responsible for ensuring that there are no discrepancies between the required electronic and hard copies submitted to the University. If any discrepancies between the versions exist and the University relies upon an element of one version or the other, which may not be the version that the Bidder intended, the Bidder nonetheless shall be bound by the submission to the University.

- (2) The hard copies of the Services, Business, and Cost Response must be submitted in 3 separate sealed envelopes for each of the three types of Responses. The two electronic copies must be submitted in another separate sealed envelope. All the envelopes/packages may be shipped in the same box or package; however, each Response type must be separately wrapped and labeled.

The Response package should include a total of **four envelopes** that can be sent together in one package, including:

- a. Envelope one – (1) original and the required number of copies of the Services Response;
 - b. Envelope two – (1) original and the required number of copies of the Business Response;
 - c. Envelope three – (1) original and the required number of copies of the Cost Response;
 - d. Envelope four – (2) USB flash drives with electronic copies of the Services, Business, and Cost Response.
- (3) Bidders that submit information about subcontractors must place the information with the corresponding Response type. (i.e. The subcontractor's business information must be placed in the sealed envelope that contains the Business Response)
- (4) Each *original* and *copy* must be clearly labeled as such, and state:
 - a. the title and number of this RFR;
 - b. the bidding entity's legal name; and
 - c. the type of the Response document (i.e. Business Response).
- (5) Each *original* and *copy* of the Response shall be formatted as follows:
 - a. Typed;
 - b. Single-spaced;
 - c. Double-sided;
 - d. Unbound and reproducible (Bidders should submit materials in a format that allows for easy removal and recycling of paper materials);
 - e. One-inch or greater margins;
 - f. The equivalent of 11-point font (or larger), except in tables and graphs, where 10-point font may be used;
 - g. Each page should include the bidding entity's legal name for easy identification;

- h. Signed in **blue ink**, where signatures are required (only required for the *original* version of the Response).

Responses that are priced or signed in pencil may be rejected as nonresponsive. Bidders are cautioned that handwritten alterations to Response documents must be initialed by the person signing the Responses, or by his/her authorized designee. Failure to do so may result in rejection of the Response.

- (6) Electronic media submissions such as videotapes, audiotapes, CDs or DVDs – other than the required electronic copy on USB – will not be accepted. Facsimile and e-mailed Responses will not be accepted.
- (7) If there is a page limit for the Bidder's Response, it will be clearly stated in the instructions for the Services, Business, and/or Cost Response. Pages submitted beyond the page limit, if any, may be disregarded by the evaluation committee.

*Attachments, such as sample materials, charts, and any other supporting documentation explicitly required by this RFR, are not counted in calculating the Bidder's page limits. However, except where attachments are specifically allowed, Bidders may **not** expand its responses to the programmatic questions with attachments. Do not submit unnecessary samples, attachments or documents not specifically requested.*

4.2.2 Organization of Response

- (1) The Response shall contain a *table of contents* with page numbers for each section of the Response.
- (2) The Bidder shall respond to each item in the order in which it appears in the RFR, and shall use headings and numbering to match the corresponding section from the RFR.
- (3) Each section of the Response shall be separated by a tabbed (or otherwise similarly indicated) page that references the RFR section number and heading.
- (4) The University assumes no responsibility to consider or review materials submitted by Bidders that were not requested by the University or that are not in accordance with the University's instructions.

4.2.3 Submitting Responses to the University

Bidders must mail or hand-deliver Responses to the address in the box below. Each envelope must include the following information on the outside of the package, as indicated in the box below. [The Request for Response Number](#) **must be referenced** on the outside of the package.

Brian Girard
Director of Purchasing
University of Massachusetts Medical
School
Purchasing Department
333 South Street, Suite 290 - 12379
Shrewsbury, MA 01545

The University strongly recommends that Responses be shipped using a nationally recognized commercial delivery service that provides a tracking system for the package and that you monitor it to ensure it arrives on time. It is the Bidder's responsibility to ensure that the package is marked with all the required information (as listed in the box above) and to monitor/confirm timely delivery to the University. The University will not notify you upon receipt of the Response. A Bidder may contact the individual named in Section 3.1: *Questions* to confirm that the Response was received.

4.2.4 Directions to Drop off Proposals

Bidders may hand-deliver Responses to the address below:

Brian Girard
Director of Purchasing
University of Massachusetts Medical School

Purchasing Department
333 South Street, Suite 290 - 12379
Shrewsbury, MA 01545

Phone: 508-856-5301

From Boston and Points East:

- Take Massachusetts Turnpike (I 90) West to I-495 North. From I 495 North, take RT 9 West.
- Go approximately 7 miles on RT 9 West. At the 4th traffic light, (Price Chopper on right and Kia Wagner auto dealership on left), TURN LEFT onto South St.
- Go up the hill and TURN LEFT at the University of Massachusetts sign.
- TURN RIGHT at the first stop sign. The parking lot will be on your right.
- TURN RIGHT into the Visitor's parking lot, directly across the street from the building entrance.

From 495 North/South:

- Take I 495 to RT 9 West.
- Go approximately 7 miles on RT 9 West. At the fourth traffic light, (Price Chopper on right and Kia Wagner auto dealership on left), TURN LEFT onto South St.
- Go up the hill and TURN LEFT at the University of Massachusetts sign.
- TURN RIGHT at the first stop sign. The parking lot will be on your right.
- TURN RIGHT into the Visitor's parking lot, directly across the street from the building entrance.

From Amherst, Hadley and Points West:

- Take Massachusetts Turnpike (I-90) East. Exit at exit 11 (RT 122 Millbury/Worcester).
- Go through the toll both; STAY LEFT on the ramp.
- TURN LEFT onto SR-122 North [Grafton Rd], following signs for RT-122/Worcester/Paxton. Go approximately 0.5 miles on RT 122 N.
- TURN RIGHT onto the ramp for US-20 East [Southwest Cutoff]. (Keep right: 2-way traffic on the ramp!) Go approximately 4.2 miles on RT 20 East, going straight at five traffic lights. Watch for sign on left: "Shrewsbury Transmissions."
- At the sixth traffic light, TURN LEFT onto South St. Go approximately 0.2 mi. to 333 South St.
- TURN RIGHT at the University of Massachusetts sign.
- TURN RIGHT at the stop sign. The parking lot will be on your right.
- TURN RIGHT into the Visitor's parking lot, directly across the street from the building entrance.

4.2.5 Sustainability

In 2007, the President of the University signed the *American College and University Presidents' Climate Commitment*. The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. For more information about the Presidents' Climate Commitment, go to www.presidentsclimatecommitment.org.

The University encourages Bidders to include in their Responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packaging, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It is the University's goal to maximize environmental responsibility on its campuses.

The University recommends that Bidders and Contractors use recycled paper and double-sided copying for production of all printed and photocopied documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled-content (minimum 30% post-consumer waste) paper.

5 Services Response: Submission Requirements

5.1 Services Response

The Bidder's Services Response must explain how the Bidder would meet the needs of the University as described in this RFR, and more particularly in Section 2.2: *Scope of Services and Other Specifications*. In the Services Response, the Bidder shall provide the information specified in the subsections below.

5.1.1 Bidder's History

The Bidder shall provide a brief history of its organization, including organization name (including parent company, if applicable), an organizational overview, a description of the business units into which the Bidder is organized, a listing of the products and services offered by the Bidder, and the Bidder's website URL (if available).

5.1.2 Bidder's Experience

The Bidder shall provide the following information:

- (1) A description of the Bidder's experience and/or any necessary documentation that demonstrates the Bidder meets the requirements defined in Part A, Section 1.2: *Minimum Qualifications of Bidder*.
- (2) A description of the Bidder's experience providing services that includes:
 - a. the Bidder's experience working with healthcare claims management;
 - b. the Bidder's experience working with the federal corrections system (if any); and
 - c. the Bidder's experience implementing projects similar to the services requested in this RFR.
- (3) A list of the government entities with which the Bidder has contracted ***within the past five years*** to perform services similar to those requested in this RFR, and the specific activities the Bidder performed under any such contracts. For each government contract, the Bidder must state the following:
 - a. the contract name;
 - b. the name of the procuring government agency;
 - c. the name, title, email address, and telephone number of a person at the government entity who can respond to inquiries about the Bidder's involvement with the Project;
 - d. the specific activities the Bidder performed under the contract; and
 - e. the dates of performance.
- (4) A statement whether *any government entity* has, in the past five (5) years, terminated early any contract with the Bidder and, if so, an explanation providing relevant details.
- (5) A list of *all contracts* with non-governmental entities, in the past five (5) years, that have been terminated for cause on the part of the Bidder's organization. For each contract, include:
 - a. the dates of the contract;
 - b. the name of the entity with which the Bidder contracted;
 - c. a detailed explanation of the circumstances of the termination; and
 - d. the final resolution of the matter.

5.1.3 Project Description

The Bidder shall provide a description of the services it wishes to provide in response to this RFR. The Project description must include the following:

- (1) the Bidder's understanding of the Project's operations;
- (2) the Bidder's proposed methodology;
- (3) the Bidder's management plan, including a description explaining how the Bidder's organization ensures that:
 - a. all aspects of the Contract will be appropriately managed and coordinated; and
 - b. expertise and information about Contract requirements will be shared by staff throughout the organization.
- (4) the Bidder's proposed internal controls and quality assurance;
- (5) the Bidder's proposed reports; and
- (6) the Bidder's proposed system capacity.

5.1.4 Security Provisions

- (1) The Bidder shall provide a written information or data security plan that addresses UMMS security requirements as defined by the UMMS Information Technology Security Office, including but not limited to the HIPAA Security, Privacy and Breach Notification Rules, OCR Security Rule Guidance, COBIT Framework for IT Governance and Control, NIST Special Publication 800-53, ISO/IEC 17799 (2005) Part 1, and UMass Medical School data sharing agreement. Selected Vendors will submit to an on-site security risk assessment of facilities that access, manage or store UMMS data. The assessment will cover vendor security program for their staff (and subcontractors if applicable), processes, and technology solutions including the areas of:
 - a. Information Security Policies
 - b. Organization of Information Security
 - c. Human Resource Security
 - d. Asset Management
 - e. Access Control
 - f. Cryptography
 - g. Physical and environmental security
 - h. Operation Security- procedures and responsibilities, Protection from malware, Backup, Logging and monitoring, Control of operational software, Technical vulnerability management and Information systems audit coordination
 - i. Communication security - Network security management and Information transfer
 - j. System acquisition, development and maintenance - Security requirements of information systems, Security in development and support processes and Test data
 - k. Supplier relationships - Information security in supplier relationships and Supplier service delivery management
 - l. Information security incident management - Management of information security incidents and improvements
 - m. Information security aspects of business continuity management - Information security continuity and Redundancies
 - n. Compliance - Compliance with legal and contractual requirements and Information security reviews
- (2) The Bidder shall describe the particulars of any circumstances over the past five (5) years in which the Bidder or its proposed subcontractor(s) has caused a breach of the security, confidentiality or integrity of a customer's data or provided notice of a breach to a regulatory agency or individual related to data for which it was responsible.

- (3) The Bidder shall provide a statement about any security clearances held by its staff and/or evidence of successful background checks held by its staff (and its proposed subcontractor(s)).

5.1.5 Work Plan

The Bidder shall provide a comprehensive work plan for the proposed services.

5.1.6 Reporting Techniques

The Bidder shall provide a comprehensive proposal on how the Bidder will track and report Project hours and budget. The Bidder shall also provide sample project status reports.

5.1.7 Key Personnel and Staffing

The Bidder shall provide its proposed staffing plan to fully implement the required scope of services, and shall provide the following information:

- (1) a summary of the qualifications of the Bidder's proposed key personnel;
- (2) the total number of full-time equivalent (FTE) for each of the Bidder's proposed key personnel assigned to this Project;
- (3) detailed resumes, which include qualifications, credentials, and experience, of the individuals proposed to hold each key personnel position. The resumes shall contain information regarding education, background, and relevant recent work experience. The Bidder should highlight experience with specific related Projects;
- (4) a description of the Bidder's plans, including timelines, to recruit staff for any key personnel positions not currently filled, and what experience and skills the Bidder would be looking for in the staff it would recruit;
- (5) an organizational chart that identifies key personnel for the Project, senior managers, and other staff by title to be assigned to accomplish the work described in this RFR; and
- (6) the name, title, and qualifications of the person within the Bidder's organization who will be designated as the Contract manager and be responsible for the ongoing day-to-day management of the activities described in this RFR.

5.1.8 References

The Bidder shall provide *three* references, preferably for services similar to those being procured by this RFR, including:

- (1) the organization name and address;
- (2) the contact person's name, telephone number, and email address; and
- (3) a description of the services the Bidder provided for each referenced client, preferably for services similar to those being procured by this RFR.

The University reserves the right to contact by telephone, or to arrange a site visit to, any or all of the Bidder's references. The University may contact the Bidder's references without prior notice to the Bidder.

If the Bidder plans to use a subcontractor in the significant performance of activities for any Contract resulting from this RFR, please provide references for the subcontractor, as well.

5.2 Subcontractors

The Bidder must include in its Response a list of *all proposed subcontractors*, if any, that will perform a role in the scope of service and that the Bidder has identified prior to the Response due date. This list must include each subcontractor's organization name, address, and website URL (if available).

For any subcontractor(s) that will perform a *significant* role in the scope of services, the Bidder must include in its Response the following information regarding the subcontractor(s):

- (1) the Services Response must clearly delineate the role of any significant subcontractor(s); and
- (2) the Business Response, consisting of the following attachments:

Appendix A:

- Bid Offer and Proposal**
- Anti-Collusion Certification**
- Affidavit of State Tax Compliance**
- Certificate of Compliance with Massachusetts Employment Security Law**

Appendix B:

- Evidence of Insurance***
- Disclosures***
- Diverse Vendors***
- Prompt Payment Discount Form***

Contracts and Agreements:

- University Contract For Services***
- Business Associates Agreement***

The University reserves the right to request additional information regarding any proposed subcontractor(s).

6 Cost Response: Attachment for Submission

APPENDIX A:

Documents Requiring Bidder Signatures.

- 1) **Bid Offer and Proposal**
- 2) **Anti-Collusion Certification**
- 3) **Required Affidavit of State Tax Compliance**
- 4) **Certificate of Compliance with Massachusetts Employment Security Law**

Bid Offer and Proposal

Bidders are required to sign this form and submit it with their bid proposal.

To the University of Massachusetts, the undersigned proposes to provide services for the University of Massachusetts in accordance with the terms specified below and the terms of this request:

The undersigned also hereby declares that it is the only person or persons interested in this proposal, that the proposal is made without any connection with other persons making any bid for the same work; that no person or persons directly or indirectly interested in this proposal, or in any contract which may be made under it, is expecting profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the specifications prepared for this case and herein mentioned. The undersigned declares that, in regard to the conditions affecting the work to be done; this proposal is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Commonwealth of Massachusetts.

Date: _____

Company/Firm Name of Bidder: _____

Name of Signatory (Person signing below): _____

Contact Name: _____

Contact Telephone Number: _____

Contact Business Address: _____

Contact City and State: _____

Authorized Signature: _____

Printed Name and Title: _____

Date of Offer: _____

Duration of Offer (minimum 180 Days) _____

Anti-Collusion Certification

Bidders are required to sign below and submit this form with their bid.

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/date)

(Name of business)

Required Affidavit of State Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

(Name of Person Representing Company/Firm): _____,

for (Name of Company/Firm: _____,

Whose principal place of business is located at:

Company Address: _____

Do hereby certify under the pains and penalties of perjury that the above mentioned named contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**Certificate of Compliance
With Massachusetts Employment Security Law**

Pursuant to Massachusetts General Laws, C. 151A, Sec. 19A (B), I,

(Name) _____

Signing on behalf of (Company/Firm Name) _____,

hereby certify that the aforementioned employer has complied with all employment security laws of the Commonwealth relating to contribution and payments in lieu of contributions.

Signed under the penalties of perjury this _____ date of _____, 20____.

Authorized Signature: _____

Appendix B – Evidence of Insurance

As part of its Business Response, the Bidder (or subcontractor) must provide the University with written evidence of insurance from the insurer. Any documentation provided pursuant to this requirement should be labeled as **Attachment D – Evidence of Insurance**.

Forms Of Coverage. The Contractor (or subcontractor) shall purchase and maintain at its sole cost and expense throughout the term of the Contract adequate insurance coverage necessary for the performance of the work under the Contract. Such insurance must include but not be limited to the following types and amounts of coverage, as indicated below:

- (a) required ☒ not required ☐
Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering the Contract, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) per aggregate.
- (b) required ☒ not required ☐
Workers' Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.
- (c) required ☒ not required ☐
Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per accident.
- (d) required ☒ not required ☐
Professional Liability Insurance on a claims made basis, covering claims made during the policy period and reported within four (4) years of the date of occurrence. Limits of liability must not be less than \$1,000,000.

Note that the selected Bidder must agree to all the insurance terms set forth in the Insurance Schedule (see Section 8, Exhibit 2).

Appendix B – Disclosures

I. Financial Statements

As part of its Business Response, the Bidder (or subcontractor) must demonstrate that its organization is in sound financial condition, and/or that appropriate corrective measures are being taken to address and resolve any identified financial problems. Documentation provided to the University pursuant to this requirement should be labeled as **Attachment E – Disclosures, I. – Financial Statements** and shall include, but not be limited to:

- (1) financial statements for the two most recent fiscal years that include the auditors' opinion letter and notes to the financial statements;
- (2) financial management plan that includes a financial forecast/projection for the current fiscal year, prepared in a consistent manner with the financial statements in item #1 above;
- (3) evidence, consisting of proof of a bank credit line or other non-contractual sources, of ability to sufficiently fund at least four months of program operations; and
- (4) proof of an acceptable credit rating or nationwide business credit rating from a bureau such as Dun & Bradstreet.

Disclaimer of opinion, an adverse opinion, a special report opinion, a review opinion, or a compilation report opinion by a Certified Public Accountant ("CPA") will be grounds for rejection unless an unqualified opinion is rendered by a CPA prior to award of the Contract.

If any of the above items are not available, the Bidder (or subcontractor) shall submit a statement indicating the reason the item is not included in the submission. The Bidder (or subcontractor) shall submit the best available information it has in lieu of the specified submission. The University reserves the right to request additional information.

The University may choose not to contract with a Bidder if the University or its client(s) determine that the Bidder (or subcontractor) is not in sound financial condition.

II. Other Disclosures

The Bidder (or subcontractor) must disclose any and all significant judgments; pending or expected litigation; investigations, proceedings, arbitration or settlements involving the Bidder (or subcontractor); or other real potential financial reversals relative to the Bidder's (or subcontractor's) organization's revenue, which might materially affect the viability, stability, or financial standing of the Bidder's (or subcontractor's) organization; or the Bidder (or subcontractor) must certify under penalties of perjury that no such condition is known to exist. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

Signature

Date

Print Name, Title

Bidder's Organizational Name

Appendix B – Diverse Vendors

The University's Vendor Diversity Initiative is intended to develop procurement opportunities at the University of Massachusetts Medical School (UMMS) for small, disadvantaged and minority-owned businesses and provide **all** businesses with the maximum number of feasible opportunities to participate in procurement. UMMS is committed to developing and sustaining relationships with a diverse group of suppliers, essential for fostering healthy competition and enabling our Purchasing Agents to obtain the best goods and services for the University. We hope you will partner with us as we work to establish lasting partnerships with small and minority-owned businesses.

All Bidders (or subcontractors) must answer the following question:

- Is the Bidder's (or subcontractor's) organization certified as a diverse vendor by a government entity?
 - ☐ Yes → *Bidders (or subcontractors) that answer "yes" must include a copy of the certificate(s) with this **Attachment F** of the Bidder's (or subcontractor's) Business Response.*
 - ☐ No

A. Appendix B – Prompt Payment Discount Form

The University encourages all contractors doing business with the University to offer a Prompt Payment Discount (“PPD”) for receiving early payments from the University. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments from the University for commodities or services rendered. However, the Bidder’s decision to include or exclude a PPD will not impact, in any way, the University’s evaluation of the Bidder’s Response or the resulting award of any University contracts.

In the table below, the Bidder shall enter both the PPD percentage (%) off the invoice payment and the corresponding payment issue dates, if the payment is issued within the specified number of days. For example:

1% – 10 Days

If no discount is offered, enter 0%. The Bidder may add additional rows, if necessary.

PPD %:	Payment Issue Date <i>within</i> :
(Insert percent) %	(Insert #) Days

All discounts offered by the Bidder will be incorporated into the University’s internal accounts payable system under the vendor’s file, and be applied universally to any/all future invoices paid to the Contractor by the University (note - discounts will be applied to: (1) invoices paid as a result of **this procurement** and (2) invoices that have no relation to this procurement).

All discounts will be applied in cases where the **payment issue date** is within the specified number of days proposed by the Bidder. Payment days will be measured:

- **from the date** goods/services are received and accepted by the University OR the date an invoice is received by the University, *whichever is later*,
- **to the date** the payment is either issued as an Electronic Funds Transfer (the preferred method) OR mailed to the Contractor by the University Treasurer.

The **payment issue date** is the date on which the payment is “issued/mailed” by the University, and this is also when an invoice is considered “paid.” The **payment issue date** is not the date a payment is “received” by the Contractor.

*If the Bidder’s internal system requires an alternate method of measuring the **payment issue date**, the Bidder must note*

Signature

Date

Print Name, Title

Bidder’s Organizational Name

**UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

(P.O. No.) _____

(Bid No.) _____

This agreement is made, entered into, and effective on _____ (mm/dd/yyyy) by and between the University of Massachusetts, Worcester __ (Campus), (hereinafter called "**University**"), an agency of the Commonwealth of Massachusetts and

_____,
(Contractor's legal name and address)
(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following documents, listed in the order of precedence: (1) this **Contract for Services Terms and Conditions**; (2) any **Contract Amendments**, as identified in Section 2, below; and (3) any attached **Scope of Services** as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. **Scope of Services.** The Contractor agrees to perform the following services:

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. "Attachment A, Scope of Services, consisting of 'n' pages"). Only the Scope of Services specifically referenced in this Contract and signed by the Parties' authorized representatives shall apply.

2. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

All amendments attached hereto must be specifically labeled (e.g. "Attachment B, Amendment No. 1, consisting of 'n' pages").

3. **Dates of Performance:** From: _____ (mm/dd/yyyy) To: _____ (mm/dd/yyyy).

(Start Date)

(Completion Date)

4. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:

(Name and Title)

5. **Payment:**

A. The University shall compensate the Contractor for the services rendered at the rate of \$ _____ per _____ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received
Monthly ____, Quarterly ____, Other ____ (specify) _____.

D. Reimbursement for Travel and Other Contractor Expenses:

____ All travel and meals are part of this Contract. No reimbursement will be made.

____ Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ _____.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there

is no supporting documentation shall be disallowed.

____ Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ ____.

OTHER Expenses shall be limited to: _____.

Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

- E. The total of all payments made against this Contract shall not exceed \$ _____.
- F. The University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.
6. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
7. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.
8. **Compliance With Laws.** Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.
9. **Independent Contractor Status.** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.
10. **Contractor's Qualifications and Performance.** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
11. **Termination:**
- A. **Without Cause.** This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
- B. **With Cause.** If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.
12. **Obligations in Event of Termination:**
- A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.
- B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services

performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.
14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
16. **Confidentiality/Privacy.** The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass.Gen.Laws ch. 93H). Personal data and personal information shall be deemed to be “Personal Information.” Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.
17. **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 University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations
19. **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.
20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.
21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving

any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

22. **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.
23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.
24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.
25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. 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.
27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.
28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.
29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the University:

To the Contractor:

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS/WORCESTER

CONTRACTOR

Signature of Individual Exercising Budgetary Control Date

Contractor Name

Name and Title – Please Print

By (Signature)

Department Name, contact & Extension

Name and Title – Please Print

Date

Associate Vice Chancellor for Administration & Finance Date

Executive Vice Chancellor for Administration & Finance Date

Chancellor Date

Chart String Info:

Account _____

Fund _____

Department ID _____

Program _____

Class _____

Project/Grant _____