



UNIVERSITY OF MASSACHUSETTS-AMHERST

Procurement Department
407 Goodell Bldg., 140 Hicks Way
Amherst, MA 01003-9334

voice: 413-545-0361 fax: 413-545-1643

E-Mail: procurement@admin.umass.edu Web Page: www.umass.edu/procurement

(THIS IS NOT AN ORDER)

REQUEST FOR BID # AA12-RH-4464

		RFB Opening Date & Time: December 22, 2011 @ 1:00 PM EST	
		Requested by: Rita Campbell Department: Creative Services Phone: 413-545-0123 Date Prepared: 12/9/2011	
	Description	Unit Price	Total Price
	BIDS ARE REQUESTED TO PROVIDE THE PRINTING, LABELING, SORTING AND MAILING OF THE UMASS AMHERST MAGAZINE – WINTER 2012 PER THE ATTACHED SPECIFICATIONS FOR THE BID OPENING ON DECEMBER 22, 2011 @ 1:00 P.M. EST		
	DELIVERY LEAD-TIME AFTER RECEIPT OF ORDER: _____		

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY @ procurement@admin.umass.edu

IMPORTANT INFORMATION

- It is the bidder's responsibility to insure that their bid is received in its entirety by the University of Massachusetts, Procurement Department, 407 Goodell Building, 140 Hicks Way, Amherst, MA 01003-9334 by 1:00 PM on the bid opening date specified above. Bids received after the specified date/time or at a location other than what is listed in the RFB will be rejected and placed unopened in the bid file.
- Bids may be faxed provided that they are followed up by a hard copy with written signature within 5 days of the bid date. All faxed bids must be received by the Procurement fax by the date and time of the bid above. **No electronic bids will be accepted.**
- All prices are FOB Destination, delivery free of all charges to: University of Massachusetts Amherst at a location specified on a purchase order.
- **Bidders must list their Taxpayer's Identification Number here:** _____
- Bid may not be materially altered after the bids have been opened. Only the Director of Procurement can determine what a material alteration is.
- All prices must be submitted on a Net Basis. Unit price shall prevail in case of mathematical error. Payment: Net 30 Days
- Bids on items that differ from specifications will be rejected at the discretion of the Director of Procurement. Proprietary names are quoted for informational purposes only and are not meant to limit competition. The right is reserved to accept the bid deemed best for the University.
- Exceptions to any terms and conditions contained herein or in the bid specifications, must be noted by bidder in bid. The Director of Procurement reserves the right to reject any bid that does not conform to the specifications.

Your signature below signifies that your company complies with the RFB.

Vendor Name: _____

Address: _____ City: _____ State: _____ ZIP: _____

Telephone: _____ FAX: _____ E-Mail Address: _____

Name of Person Submitting Bid: _____

Authorized Signature: _____

R# 125488



University of Massachusetts Amherst
Procurement Department
Request for Bids:

**Printing, Labeling, Sorting and Mailing of the UMass Amherst Magazine
Winter Edition - 2012
per the attached specifications**

RFB# AA12-RH-4464

Bid Opening Date – December 22, 2011 @ 1:00 p.m. EST

The Department of Creative Services at the University of Massachusetts Amherst is seeking bids to provide the printing, labeling, sorting and mailing of the UMass Amherst Magazine – Winter Edition 2012 per the following specifications.

JOB NAME: *UMASS AMHERST MAGAZINE – WINTER EDITION 2012*

DESCRIPTION: A 48-page magazine plus cover with #9 remittance envelope insert.

This bid is exclusive of postage costs.

The awarded vendor must agree to pre-pay postage and submit a separate invoice for payment within 30 days of receipt of invoice.

PAGE SIZE: Magazine: 8” X 10-3/4” finished
Envelope: #9 remittance envelope

NO. OF PAGES: 48-pages plus cover

QUANTITY: Please quote on quantities ranging from 195,000 to 225,000 **on attached Addendum.**

Maximum overage: 1.5%, NO UNDERS

STOCK: Cover: 100# Somerset Gloss Text
Text: 45# Somerset Gloss Text
Envelope: #9 remittance envelope; 24# bond

***SFI Certification: The Sustainable Forestry Initiative Certification is required.
Stock must be SFI certified to allow for placement of the SFI Logo.***

Please include a copy of your current FSC Certification with this Bid Response.

INK: Covers: 5/4 (4/4 plus gloss varnish), full bleed
Text: 4/4, full bleed
Envelope: 2/2 (black & 1 PMS)

PREPARATION: Upload PDF and mail color laser proofs to vendor to indicate screen breaks and photo placement.

PROOFS: Hi Res Contract Proof and a soft-proofing system such as Kodak InSite. **Please identify in your bid response.**

Vendor producing # 9 remittance envelope must receive approval on the envelope. PDF proof of ripped file adequate.

Option: Vendor **may** need to produce loose color for designer.

Do not include in cost, but quote as a separate option in bid response.

Please quote charges for author's alterations.

BINDING: Saddle stitch with remittance envelope floated in.

FINISHING: Presort, label and drop ship to appropriate postal facility; see MAILING INSTRUCTIONS below.

PRESS CHECKS: **A press check may be required.**

A 24-hour advance notice for press check is required.

In the event that the vendor's facility is more than 90 miles from the University of Massachusetts Amherst, the vendor is expected to rebate the University at the rate of \$1.00 per mile (after the first 90 miles) for travel to and from the vendor's location. Depending upon the awarded vendor's location, travel reimbursement will include, but not be limited to, lodging, meals and all other travel expenses including fares, tolls, etc.

SCHEDULE: The job must be completed *and mailed* within 15 working days of receipt of files or *no later than February 17, 2012.*

The files will be available no later than *January 25, 2012.*

MAILING INSTRUCTIONS:

This bid is exclusive of actual postage costs.

Vendor agrees to prepay postage and bill the University on a separate invoice which will be processed and paid within 30 days of receipt of invoice.

- Mailing agent must possess nonprofit authorization for entry point drop shipment of completed mail. **Any subcontractor fees incurred in distribution will be the responsibility of the vendor.**
- Mailing software must be PAVE® Certified.
- Mailing must be processed to maximize automation discounts and must be CASS® certified including DPV™ and LACS. Documentation form 3553 must be produced on request of UMass.
- The vendor must use POSTNET® including ZIP+4® and delivery point bar coding including DPV™ and meet MERLIN eligibility requirements. IBM is an acceptable alternative.
- USPS Move Update compliance must be met. NCOA audit file returned to UMass Mail Services in electronic form.
- The vendor must possess ink-jet capabilities to accommodate address-block requirements of up to 9 lines of information and 3 postal-compliant lines (total 12 lines) with 75 characters width each or offer an accommodation to be approved in advance, in writing, by UMass Magazine.

- The vendor must pre-pay postage and bill the University later, providing verified copies of all PS 3602 forms upon request.
- Vendor to overnight 25 copies (does not require priority delivery) of the magazine to Patricia Sullivan, Managing Editor, Munson Hall.
- All additional magazines (including approved overs and Campus Mail copies, packaged in individually labeled cartons) are to be delivered to Distribution Services, 134 Physical Plant Building, 360 Campus Center Way, Amherst, MA 01003. Attn: Mail Services. All additional magazines packaged in individually labeled cartons are to be delivered to Distribution Services, 134 Physical Plant Building, 360 Campus Center Way, Amherst, MA 01003. Attn: Ms. Patricia Sullivan: Munson Hall. Please ship Campus Mail and additional copies together.
- UMass will FTP files to vendor in zip order. USPS mail file with imbedded AS codes which is to be presorted and a campus mail file which is to be output in the exact order received. Vendor will convert to inkjet label system and mail. UMass Mail Services will provide label layout and data field properties.
- Vendor will convert to inkjet label system and mail.
- The vendor must meet nonprofit eligibility requirements to assure customer compliance.
- Vendor and any subcontractor hired by the vendor shall be bonded against fraud, theft and willful misconduct or negligence. In addition, it is expressly understood that all information concerning University mail, including but not limited to names and addresses, is confidential and any release of that information by the vendor its employees or subcontractors constitutes a violation of the law and a breach of contract.

INVOICES MUST BE ITEMIZED ACCORDING TO SPECIFICATIONS.

Delivery: FOB Destination, Amherst, MA

Prices must include delivery to the University of Massachusetts, Amherst.

All shipping and delivery charges are to be included within the bid price.

To arrange for delivery, please contact:

University of Massachusetts
 Attention: Ms. Rita Campbell, Business Manager
 Creative Services
 101 Munson Hall
 101 Hicks Way
 Amherst, MA 01060
 Phone: 413-545-0123

Order Placement:

University Department will place orders with a University Purchase Orders or use of the University PROCard Credit Card.

Payment:

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 Massachusetts General Laws ch. 29 §29C and with Commonwealth regulation 815 C.M.R. 4.00.

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 with all laws of the Commonwealth relating to Worker's Compensation, ch.152. 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.

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.

Compliance with Laws and Regulations:

The contractor shall observe and obey all laws, ordinances, regulations, and rules of the Federal Government, the Commonwealth of Massachusetts, local municipalities, and the University of Massachusetts Amherst which may be applicable to its operation herein, and shall, at its own cost, obtain and maintain all permits and licenses necessary of and to its operation.

Affirmative Action, Equal Opportunity Employer:

The University of Massachusetts is an Affirmative Action, Equal Opportunity Employer and as such prohibits discrimination on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity and expression, genetic information and any other class of individuals protected from discrimination under state or federal law in any aspect of the admission or treatment of students or in employment. The successful Contractor shall adhere to the same principles.

Rehabilitation Compliance:

In accordance with Section 504 of the Rehabilitation Act of 1973 and the implementing regulations of that Federal Act (45 CFR 84), the University of Massachusetts / Amherst does not discriminate on the basis of handicap in admission or access to, or treatment of employment in the programs and activities which the University operates. Inquiries concerning compliance with the regulations stated in the Federal Act should be directed to the Chancellor's Office; Whitmore Building; Amherst, MA 01003 Phone: 413-545-2004.

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.

Political Activity Prohibited – Anti Boycott Warranty:

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. During the term of this Contract, neither the contractor nor any controlled group, within the meaning of §993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in §999(b) (3) and (4) of the Internal Revenue Code of 1986, as amended; nor shall either engage in conduct declared to be unlawful by Mass Gen. Laws Ch.151E §2.

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 of 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 University 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.

Indemnification of the 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 there- from 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.

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.

Sustainability:

The University of Massachusetts signed the President's Climate commitment in 2007. See link for more information: www.presidentsclimatecommitment.org The University is committed to reducing the adverse environmental impact of our purchasing decisions; we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. We encourage proposals to include economical and environmentally friendly products and service options which serve to minimize waste, reduce excess packaging, recycle, reduce, reuse, prevent pollution and/or offer resource efficiency. It is our goal to maximize environmental responsibility on the UMass Campuses. Please propose details on how your company can support our initiative to provide sustainable products and services to our end-users.

- ◆ Describe the tools and resources that are available to our campuses.
- ◆ Describe what initiatives your company has implemented and is working on.
- ◆ Are green and recycled products clearly identified on your web ordering system so users can easily recognize them when ordering?

The University recommends that vendors use recycled paper and double-sided copying for production of all printed and photocopied documents.

Data Security and Breach Notification:

The vendor shall protect data and information provided by the University to Vendor ("University Data") to commercially acceptable standards and no less rigorously than it protects its own confidential information.

The vendor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of University data.

The Vendor will not provide any University data to and sub-contractor or agent without the prior express written permission of the University or as otherwise provided under the agreement.

The Vendor shall retain any University data only as long as needed for the specified purposes and to securely dispose of any University data when there is no longer a business need to retain that data.

The Vendor agrees to notify the University immediately if any breach of the security, confidentiality or integrity of University data occurs; assist the University in any subsequent investigation and notification processes; and to otherwise comply with all applicable Massachusetts and federal laws and regulations regarding data security and breach notifications, such as M.G.L. c. 93H and Health Information Technology for Economic and Clinical Health Act (HITECH Act).

PCI-DSS (Payment Card Industry-Data Security Standard):

Treasurers Office required language:

Service Providers and third-party providers and the “UMASS merchant” represent and warrant to the other party that it is Payment Card Industry Data Security Standard (PCI-DSS) compliant and shall remain compliant during the term of the Agreement. In the case of a third-party application, the applications will be listed as PA DSS compliant at the time of implementation by the University. In either situation, should either party become non-compliant during the term, the non-compliant party shall promptly notify the other party of its non-compliance status. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI DSS in the performance of their individual and mutual responsibilities under this Agreement.

Service Providers must be listed on the Visa Global List of PCI DSS Validated Service Providers. Third-party applications must be listed on the PCI Security Standards Council List of Validated Payment Applications (PA-DSS). Should the Service Provider or Third Party Application not be listed, a letter from a Qualified Security Assessor stating compliance must be submitted.

Receipt of RFB from a Source Other than Issuing Office – WARNING:

Prospective bidders who have received this document from a source other than the Issuing Office should be aware that all official documents, including amendments, are posted on the University of Massachusetts Amherst Procurement web-site at: <http://www.umass.edu/procurement/bidsopen>

Bidders assume complete responsibility for obtaining all amendments, and will be bound by the terms of all amendments, even in the event that they do not receive direct communications from the Issuing Office prior to the closing date.

It is the vendor’s responsibility to check the University of Massachusetts Amherst Procurement web-site.

Submission of a Bid:

Submission of a bid indicates that the bidder has read, completely understands and agrees with this Request for Bid document. If the bidder takes exception to any of the contract terms and conditions contained herein, the bidder shall so note it as an exception in this Bid Response, referencing the section and item number and giving a complete explanation for the exception. The University reserves the right to use any such exception as grounds for rejection of the bid.

Bid Opening Time and Date:

Bidders shall deliver **two (2) copies** of their bid response in its entirety including all requested samples and/or supporting documentation as required in the bid specifications to the following address by **Thursday, December 22, 2011 at 1:00 pm, EST** at which time the bids will be opened and publicly read.

Bids shall be clearly marked and addressed to:

**University of Massachusetts
Procurement Department
407 Goodell Building; 140 Hicks Way
Amherst, MA 01003
Fax 413-545-1643
*Attention: RFB AA12-RH-4464***

The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the University. The University will not increase the purchase order to the successful vendor for omissions or oversights not due to the fault of the University or its agents. All changes must be approved in writing.

It is the sole responsibility of the bidder to insure that its bid is delivered to the Procurement Department *in its entirety* by the due date and time. Late bids or bids delivered to an incorrect location will not be considered, and will be placed, unopened, in the bid file. Faxed bids will be accepted, provided the original is received within 5 working days after bid deadline submission date.

Only bids that are received by the bid opening date and time will be considered. The UNIVERSITY reserves the right to reject any of all bids, wholly or in part and to make an award in a manner deemed by the Director of Procurement at the Amherst Campus to be in the University's best interest. The UNIVERSITY reserves the right to make a partial award for the services requested, or to make an award to more than one vendor.

If, at the time of the scheduled bid opening the University of Massachusetts Amherst is closed due to inclement weather or another unforeseeable event, the bid opening will be extended until 1:00 pm on the next normal business day. Bids will be accepted until that date and time.

No electronic bids will be accepted.

Any samples and/or supporting documentation that is required in the bid specifications must be delivered at the time of bid opening.

All questions from prospective vendors regarding this Request for Bid shall be referred to the Purchasing Manager in the Procurement Department by email or fax only, December 14, 2011 at 2:00 PM. ***No telephone calls will be entertained.*** Inquiries received after the specified date and time will not be accepted. The University will E-Mail its response to all questions to all bidders of record by formal addendum December 15, 2011. The contact information for this individual is:

**University of Massachusetts Amherst
Rosemary A. Hassay, Purchasing Manager
Fax: (413) 545-1643
Email: procurement@admin.umass.edu**

The University will extend the due date by written addendum if such information significantly amends this request for bid or makes compliance with the original proposed due date impractical.

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) is strongly encouraged to submit proposals in response to this request for bid. For the purposes of this RFB the term MBE or WBE shall mean a consultant who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the Respondent's Qualifications are submitted. All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to vendor lists, contact the State Office of Minority and Woman-Owned Business Assistance at (617) 727-8692 or go to <http://www.somwba.state.ma.us> for more information.

The University of Massachusetts is an Affirmative Action, Equal Opportunity Employer.

MAGAZINE

48 pp. Plus Covers

#9 REMITTANCE ENVELOPE

195,000	\$ _____	\$ _____
200,000	\$ _____	\$ _____
205,000	\$ _____	\$ _____
210,000	\$ _____	\$ _____
215,000	\$ _____	\$ _____
220,000	\$ _____	\$ _____
225,000	\$ _____	\$ _____

Please provide information on your proofing systems. Include any soft-proofing system in your response.

Please provide information on cost for loose color proofs, if required:

Please provide information on cost for author's alterations (identify cost for all types of revisions and any additional proofs required).

VENDOR AGREES TO PREPAY POSTAGE AND BILL THE UNIVERSITY ON A SEPARATE INVOICE WHICH WILL BE PROCESSED AND PAID WITHIN 30 DAYS OF RECEIPT OF INVOICE. YES _____ NO _____

Your signature below signifies that your company complies with the RFB.

Vendor Name: _____

Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Telephone: _____ **FAX:** _____ **E-Mail Address:** _____

Name of Person Submitting Bid: _____

Authorized Signature: _____