



# UNIVERSITY OF MASSACHUSETTS-AMHERST

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

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(THIS IS NOT AN ORDER)

## REQUEST FOR BID # AA12-RH-4493

		RFB Opening Date & Time: <b>February 15, 2012</b> <b>@ 1:00 PM EST</b>	
		Requested by: Jenna Rostek Telephone: 413-545-6933 Department: Housing and Residential Life Date Prepared: 1/19/2012	
	Description	Unit Price	Total Price
	<b>BIDS ARE REQUESTED TO PROVIDE CONTRACT: CABLE PROGRAMMING FOR RESIDENTIAL LIFE PER THE ATTACHED SPECIFICATIONS FOR THE BID OPENING ON: February 15, 2012 @ 1:00 P.M. EST</b>		
	<b>Contract Term: July 1, 2012 through June 30, 2014 with the option to renew for one (1) one-year term.</b>		
	<b>The successful bidder will be required to enter into a Contract for Services with the University of Massachusetts.</b> <a href="http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf">http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf</a>		

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY @ [procurement@admin.umass.edu](mailto: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.
- 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 Due 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# 127645



**University of Massachusetts Amherst  
Department of Procurement  
Request for Bids:**

**Contract: Cable Programming for Residential Life  
per the following specifications**

**RFB# AA12-RH-4493**

**Bid Opening Date – February 15, 2012 @ 1:00 p.m. EST**

Residential Life at the University of Massachusetts at Amherst, hereafter referred to as the University, invites interested vendors to submit bids for select cable programming for our Housing Services Cable Network (HSCN). HSCN is a private, University-owned cable system delivering bulk services to our residence halls, apartments, Campus Center Hotel and various administrative and academic buildings. The following document contains the specific requirements for bids as well as information that the successful vendor will find helpful in the preparation of the bid.

**Implementation Schedule:**

RFB release date to vendors:	January 19, 2012
Questions due from vendors:	February 1, 2012 @ 2:00 pm EST
Answers/official addendum released:	February 3, 2012
Deadline for submission of bids:	February 15, 2012 @ 1:00 pm EST
Completion of bid analysis and announcement of the successful bidder:	February 28, 2012

The bids will be evaluated based on a point system. The criteria and their assigned points will be placed in a sealed envelope in the bid file prior to the bid opening date and time, for use by the Selection Committee during the award process.

The University would like to offer as many channels as possible in High Definition and digital clear QAM formats to our residents. Bid responses that support this capability and capacity will be considered more responsive.

**Contract Term:**

This contract shall commence from July 1, 2012 through June 30, 2014 with the option to renew for an additional one (1) one-year period, based upon the mutual agreement of the successful bidder and the University at least 30 days prior to the end of the respective period.

1<sup>st</sup> Renewal Term: July 1, 2014 through June 30, 2015

Terms and conditions shall remain firm throughout the term of the contract.  
Bid prices will remain firm for the initial two-year term.

Price increases for any renewal periods will be limited to the lesser of \_\_\_\_\_% (**bidder to fill in percentage**) or the increase of the Labor Department's consumer-price index for all urban customers (CPI-U) for the category "All Items" over the previous 12-month period as published by the US Department of Labor, Bureau of Labor Statistics ([www.bis.gov](http://www.bis.gov))

Subject to the appropriation of funds, may the University extend this contract for one (1) additional one-year period. Initial your acceptance or denial of the contract renewal option below.

Yes, I agree with the contract renewal option on this RFB: \_\_\_\_\_

No, I choose not to do a contract renewal option on this RFB: \_\_\_\_\_

## **SECTION I – General Information**

### **General Conditions:**

In addition to accepting the requirement of the attached documents, the successful bidding contractor shall:

Be presumed to have visited the work sites and be aware of all conditions of work.

Provide all necessary elements and complete all work required to do a workmanlike job conducted with proper speed in accordance with the attached documents.

Accept inspection by a representative of Residential Life and make good any rejected work at the Contractor's expense.

Provide acceptable protection of work, property and public.

### **Award of the Contract:**

The University reserves the right to award this contract in a manner that is deemed in the best interest of the University.

The award will be made to the Bidder who, in the opinion of the selection committee, offers the best package based on a point system. The evaluation will include, but not be limited to, the following (in rank of importance to the University):

- Overall cost to the University
- Responsiveness to the RFB and quality of the offer
- Conformance with bid specifications contained herein, including University Contract for Services
- Available deployment technology
- Record of demonstrated ability to successfully execute the services as specified in the bid specifications
- References

## **SECTION II – Specifications**

### **Background:**

Residential Life's existing cable distribution system extends the entire campus. All buildings on campus are capable of receiving signal. As of this bid release, there are 45 residence halls and 63 Family Housing buildings, the on-campus hotel (Campus Center), some classrooms and various administrative and academic locations are wired for our cable service.

Three of the 45 halls have a suite configuration where there are 63 suites per building. Each suite is comprised of 5 rooms and a shared lounge and bathroom.

Four of the halls are apartment-style. Each apartment consists of four single bedrooms, two bathrooms and a shared kitchen/living area.

In addition, a small number of non-residential on campus locations across 17 campus buildings receive services such as the University Police, University Health Services waiting areas, dining halls, fitness centers and a some classrooms, conference rooms and student centers. Funds are transferred for administrative and academic locations that have funding sources other than Residential Life to contribute to the cost of programming, operation and maintenance of the system.

As of Fall 2013, the University expects to open additional residential and academic facilities also known as the Commonwealth Honors College Residential Complex. This facility will be comprised of seven additional buildings – one administrative and six that are a mix of residential and academic space.

**Scope:**

The University community is pleased with our current lineup. Our goal with this bid is to at minimum maintain the following channel lineup:

A&E	ABC Family	ABC HD	ABC/WGGB40
Animal Planet	BET	BRAVO	BRAVO – Digital
Cartoon Channel	CBS HD	CBS3 NOW	CBS3 / WSHM
CMT	CNBC	CNN	CNN Headline News
COMCAST Sportsnet	Comedy Central	C-SPAN	C-SPAN 2
CW / WTXX 20	Discovery Channel	Discovery Health	Discovery Health Digital
Discovery Science	Discovery Science Digital	Disney Channel	E!
ESPN	ESPN Classic	ESPN Classic Digital	ESPN News
ESPN News Digital	ESPN U	ESPN U Digital	ESPN2
FIT TV	FIT TV Digital	Food Network	FOX 61
FOX 61 Digital	FOX HD	FOX College Sports	FOX College Sports Digital
FOX News	FX	G4 Tech TV	G4 Tech TV Digital
Game Show Network	Game Show Network Digital	HBO	HBO Digital
HBO Family	HBO Family Digital	HBO Signature	HBO Signature Digital
HBO2	HBO2 Digital	HGTV	IFC Digital
Independent Film Channel	Lifetime	MSNBC	MTV
MTV2	MTV2 Digital	MTV-U	MTV-U Digital
National Geographic Channel	NBC WWLP22	NESN	NESN HD
NFL Network	NFL Network Digital	Nick At Nite	PBS HD
PBS WGBY 57	SciFi	Speed Channel	Spike TV
TBS	Telemundo	The Golf Channel	TLC
TNT	Travel Channel	TRU TV	TV Land
Univision	USA	Versus	VH1
VH1 Soul	VH1 Soul Digital	WE	WE Digital
Weather Channel	WSBK 38		

The University would like to offer as many channels as possible in High Definition and digital clear QAM formats to our residents. The University also requires the ability to offer a limited NTSC analog line-up.

**Satellite Programming:**

The University currently receives the following channels via satellite:

CCTV-4	Deutsche Welle	TV Japan
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**Additional Programming:**

If funding is available, the University will consider adding channels. The following are potential additions to our lineup:

ANIME	BBC	FOX Soccer	NBA Network
Nickelodeon	Oxygen	Teen Nick	StarZ
Showtime	Zee TV or Star TV		

**Weighted Average Unit Counts:**

As described in Section 2.0, the University has a diverse stock of buildings and viewers of our lineup. There is diversity to the type of drop – residence hall room, suite, apartment, administrative office, fitness center, and also to the duration of their time on campus – 8 months, 9 months or 12 months. Due to these unique occupancy patterns, we propose a weighted average unit count as calculated below.

**Drop count for the 2012- 2013 academic year:**

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
<b># Occupancy days</b>	<b>31</b>	<b>31</b>	<b>30</b>	<b>31</b>	<b>30</b>	<b>31</b>	<b>31</b>	<b>28</b>	<b>31</b>	<b>30</b>	<b>31</b>	<b>30</b>	
9 month Units			696	696	696	696	665	665	665	665			
12 month Units	22	22	64	64	64	64	64	64	64	64	64	22	
FamHsg	240	240	240	240	240	240	240	240	240	240	240	240	
Staff Apt	56	56	56	56	56	56	56	56	56	56	56	56	
Administrative/Academic	198	198	198	198	198	198	198	198	198	198	198	198	
<i>Units per Month</i>	<i>516</i>	<i>516</i>	<i>1254</i>	<i>1254</i>	<i>1254</i>	<i>1254</i>	<i>1223</i>	<i>1223</i>	<i>1223</i>	<i>1223</i>	<i>558</i>	<i>516</i>	
Units * Occupancy days	15996	15996	37620	38874	37620	38874	37913	34244	37913	36690	17298	15480	364,518
<b># Occupancy days</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>31</b>	<b>27</b>	<b>22</b>	<b>15</b>	<b>28</b>	<b>23</b>	<b>30</b>	<b>15</b>		
8 month Units			5520	5520	5520	5520	5272	5272	5272	5272	5272		
9 Month Units - May only											665		
Units per Month	0	0	5520	5520	5520	5520	5272	5272	5272	5272	5937	0	
Units * Occupancy days	0	0	165600	171120	149040	121440	79080	147616	121256	158160	89055	0	1,202,367
												<b>1,566,885</b>	
										<b>Monthly Unit Count</b>	<b>4,293</b>		

**The remainder of this page is intentionally left blank.**

In 2013, the new residential complex will be online, so counts will increase:

**Drop count for 2013 – 2015 academic years:**

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
<b># Occupancy days</b>	<b>31</b>	<b>31</b>	<b>30</b>	<b>31</b>	<b>30</b>	<b>31</b>	<b>31</b>	<b>28</b>	<b>31</b>	<b>30</b>	<b>31</b>	<b>30</b>	
9 month Units			745	745	745	745	711	711	711	711			
12 month Units	22	22	64	64	64	64	64	64	64	64	64	22	
FamHsg	240	240	240	240	240	240	240	240	240	240	240	240	240
Staff Apt	62	62	62	62	62	62	62	62	62	62	62	62	62
Administrative/Academic	210	210	210	210	210	210	210	210	210	210	210	210	210
Units per Month	534	534	1321	1321	1321	1321	1287	1287	1287	1287	576	534	
Units * Occupancy days	16554	16554	39630	40951	39630	40951	39897	36036	39897	38610	17856	16020	382,586
# Occupancy days	0	0	30	31	27	22	15	28	23	30	15		
8 month Units			6014	6014	6014	6014	5743	5743	5743	5743	5743		
9 Month Units - May											711		
Units per Month	0	0	6014	6014	6014	6014	5743	5743	5743	5743	6454	0	
Units * Occupancy days	0	0	180420	186434	162378	132308	86145	2E+05	132089	172290	96810	0	1,309,678
												<b>1,692,264</b>	
											<b>Monthly Unit Count</b>	<b>4636</b>	

**Protection of Lives and Health:**

The Contractor shall comply with all laws, ordinances, rules, orders and regulations; National, State or local laws, rules, orders, regulations and codes in the work under this contract.

The Contractor shall comply with all Federal, State and Local laws, ordinances, rules, orders, regulations and codes regarding the transporting, handling, removal and disposal of all regulated materials required for the work covered under this Contract and shall be responsible for all associated fees and/or charges.

The Contractor shall take all precautions for preventing injuries to persons and property in or about the work site. The Contractor shall not permit smoking by employees in any State Building. The Contractor shall not allow the use of intoxicating beverages upon or about the work site. The Contractor shall not allow the use of non-prescription controlled substance drugs upon or about the work-site.

The Contractor will be responsible to the University for the acts and omissions of all persons directly or indirectly employed by him in connection with the work.

Should the University deem that the Contractor is not abiding by the provisions of this section or that a serious unsafe condition exists which threatens the health, lives, safety or property of the University community, an immediate suspension of operations may be ordered until such unsafe acts or conditions are corrected.

The Contractor's failure to comply with any of the requirements of this section shall be cause for immediate termination of this contract.

## SECTION III – Bid Response

### General:

**Please pay special attention to these bid response notes when preparing your bid response. Responses outside of the stated parameters will not be reviewed.**

Variations should be noted on the Bid Response Sheet, or on a separate page attached securely thereto. If a variance from a specification is not clearly noted, the University will assume that the Bidder can and shall meet that specification.

**If the Bidder has a contract or document that is required, it shall be included with the Contractor's bid response packet. The University will not consider outside contracts that are presented after the bid opening date.**

**Bidders must use the response forms provided, or an exact likeness.** A complete bid will consist of answers to ALL questions in the attached bid response with no omissions.

The vendor must indicate any price changes between academic years in their response form as a specific dollar amount, a percentage increase/decrease or a not to exceed dollar amount or percentage. The University must be notified in writing, at least 30 days in advance, of any contracted pricing changes that are part of the final agreement.

All bids shall be guaranteed for a minimum of one hundred and twenty (120) days from the bid submission deadline.

### References:

List three (3) professional references representing public organizations or private businesses with similar requirements as those of the University of Massachusetts Amherst whom the University may contact for reference purposes, including the company name, contact person, telephone number, address and brief description of business done with the company within the past year. By submitting this information the vendor authorizes the University of Massachusetts Amherst to contact these clients for the purposes consistent with the review of this bid.

### Contract for Services:

The selected vendor(s) will be required to enter into the standard University Contract for Services. The successful vendor must sign the standard University Contract for Services and agree to all Terms and Conditions listed. A copy of the University Contract for Services can be viewed at: [http://www.umass.edu/procurement/Fill-In\\_Forms/CFSL\\_RE\\_060208.pdf](http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf).

Respondents must indicate in their response if they are not willing to sign the Contract for Services without exception. Any vendor indicating that they are not willing to sign the University Contract for Services may be eliminated from the process either during the review process or during the final contract negotiation process at the discretion of the University.

**If the Contractor has a contract or document that is required, it shall be included with the Contractor's bid response packet. The University will not consider outside contracts that are presented after the bid opening date.**

**The terms of the University's Contract for Services, Purchase Order and this RFB shall be the prevailing documents in the final agreement.**

### **Insurance and Liability:**

The awarded vendor shall purchase and maintain at its sole cost and expense throughout the term of this Agreement adequate insurance coverage necessary for the performance of the work under the Contract. Such insurance should include but not be limited to the following types and amounts of coverage:

- a. The following minimum insurance coverage is required.
  - i) 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.
  - ii) 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. The policy must be endorsed to include the University as an additional insured.
  - iii) Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) per aggregate. The policy must be endorsed to include the University as an additional insured.
- b. All insurance maintained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best's Rating of not less than A- and be reasonably acceptable to the University.
- c. If requested by the University in writing, the Contractor shall furnish certified copies of the aforementioned policies to the University's designated representative.
- d. All insurance maintained by the Contractor shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributing. The Contractor shall provide the University with certificates of insurance evidencing the above referenced insurance policies within ten (10) days of the execution of this Agreement.
- e. The certificates shall contain an unequivocal provision that the University shall be given thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage.
- f. Contractor shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that Section requires Contractor to have.
- g. Contractor's and/or Contractor's subcontractor's failure to provide or to continue in full force the insurance that this section requires shall be a material breach of this Agreement and may, at the sole determination of the University, result in termination of this Agreement for cause.

### **Scheduling and Coordination:**

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, municipal ordinances and regulations in any manner affecting those engaged or employed in the work of this Contract.

The Contractor shall take all precautions for preventing injuries to persons and property in or about the work. The Contractor shall neither permit nor suffer smoking where it creates a hazard nor the introduction or use of spirituous or intoxicating liquors upon or about the work embraced in this Contract or upon any grounds occupied by him.

### **Safety & Health:**

Each General Contractor and subcontractor shall observe the following stipulations:

- Perform all work in accordance with the Federal and Massachusetts Department of Labor & Industries safety and health standards and guidelines and be responsible for providing healthful and safe work conditions.
- Refrain from creating any recognized safety or health hazard.
- Provide MATERIAL SAFETY DATA SHEETS for material used in the course of the work, when requested.
- Should the University deem that the Contractor is not abiding by the provisions of SAFETY AND HEALTH or that serious unsafe conditions exist that threaten the health, lives or safety of the University Community, an immediate suspension of operations may be ordered until such unsafe acts or conditions are corrected.

### **Nuisances Prohibited:**

The committing of any nuisance on the land of the Commonwealth and adjacent property shall be rigorously prohibited and adequate steps taken to prevent it.

### **University Building:**

The Contractor and his employees are prohibited from entering, using or being in any University building except for authorized business. Toilet facilities will be designated by the respective ordering department.

### **Parking Regulations and Use of Walkways:**

All contractors' vehicles and those of its employees working on those projects not involving contract limit lines, shall be charged a fee for on-campus parking. On campus registration at the Parking Office shall be the responsibility of the Contractor. Unregistered vehicles not parked at a parking meter or in the Campus Center Garage are subject to a parking violation ticket and/or towing off-campus. Contractors are cautioned that parking regulations are strictly enforced by campus police. All costs, including fines and towing fees are the responsibility of the Contractor.

Vehicular traffic and parking on campus walkways, lawns and gardens is restricted. It shall be the responsibility of the Contractor(s) to request the proper permits from the Parking Office. Unauthorized vehicles will be ticketed and towed.

### **Cancellation for Cause:**

Any purchase agreement or contract arising from this solicitation will be subject to cancellation by the University of Massachusetts upon written notice and without penalty to the University of Massachusetts if, in the opinion of the University of Massachusetts, the quality, delivery schedule, specifications, terms, conditions, and other service requirements are not maintained as originally stated and accepted by the vendor.

The contract may be terminate, with cause, by either party, upon ninety (90) days written notice, one to the other.

### **Obligations in Event of Termination:**

1. 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.
2. 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.

**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.

Invoices submitted to the University by the successful bidder for acquisitions under the contract will be itemized and priced out by the successful bidder in accordance with the figures contained in the bidder's response to this RFB. **Therefore, bids must be inclusive. All payments shall be made in arrears, after services have been rendered to the satisfaction of the University.**

It will be the Contractor's responsibility to submit billing in a timely fashion, on a monthly basis, after work is performed so that payment may be made promptly. Invoices are to be made to:

University of Massachusetts  
Attn: Ms. Alice Kielbowicz, Bookkeeper  
Department of Residential Life  
121 County Circle  
Amherst, MA 01003-0630

**W-9:**

The successful bidder will be required to provide original signed W-9 form to the University if they are not already a recognized University vendor. A copy of this form can be accessed at: [www.umass.edu/procurement](http://www.umass.edu/procurement) - Click on "Forms" – Click on "University of Massachusetts Substitute W-9 Form".

**Bid Rejection**

The University reserves the right to reject any or all bids, wholly or in part, and to request any additional information it deems necessary to support the bids, including, but not necessarily limited to, bidder's technical, service, and financial qualifications. The University further reserves the right to make the award in a manner deemed in the best interests of the University.

**Massachusetts Freedom of Information Law:**

All bids and related documents submitted in response to this RFB are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, and Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded.

**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.

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.

**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:**

Jack Wilson, UMass President, signed the President's Climate commitment in 2007. See link for more information: [www.presidentsclimatecommitment.org](http://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 purposed 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):**

Treasurer’s 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 **four (4) 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 **Wednesday, February 15, 2012 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-4493***

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, by Wednesday, February 1, 2012 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 on Friday, February 3, 2012. The contact information for this individual is:

**University of Massachusetts Amherst  
Rosemary A. Hassay, Purchasing Manager  
FAX: (413) 545-1643  
E-Mail: [procurement@admin.umass.edu](mailto: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.

## Attachment A - Bid Response Form

### 1. Pricing

Bidders shall provide a dollar amount per drop for the requested channels/packages for the two base contract years (FY13 and FY14) as well as the alternate year (FY15). **All prices should be stated as monthly cost per drop.**

	<b>FY2013</b> 7/1/12 – 6/30/13 Cost per drop for 4293 weighted average monthly drops	<b>FY2014</b> 7/1/13 – 6/30/14 Cost per drop for 4636 weighted average monthly drops	<b>FY2015</b> 7/1/14 – 6/30/15 Cost per drop for 4636 weighted average monthly drops
<b>All channels outlined in Section 2.1 – <u>No Exceptions</u></b>	\$	\$	\$
<b>Channels outlined in Section 2.1 – <u>With Exceptions</u>.</b> Attach a separate sheet indicating variances or additions	\$	\$	\$
<b>CCTV-4</b>	\$	\$	\$
<b>Deutsche Welle</b>	\$	\$	\$
<b>TV-Japan</b>	\$	\$	\$
<b>Anime</b>	\$	\$	\$
<b>BBC</b>	\$	\$	\$
<b>Fox Soccer</b>	\$	\$	\$
<b>NBA Network</b>	\$	\$	\$
<b>Nickelodeon</b>	\$	\$	\$
<b>Teen Nick</b>	\$	\$	\$
<b>Oxygen</b>	\$	\$	\$
<b>Showtime</b>	\$	\$	\$

	<b>FY2013</b> 7/1/12 – 6/30/13 Cost per drop for 4293 weighted average monthly drops	<b>FY2014</b> 7/1/13 – 6/30/14 Cost per drop for 4636 weighted average monthly drops	<b>FY2015</b> 7/1/14 – 6/30/15 Cost per drop for 4636 weighted average monthly drops
<b>Starz</b>	\$	\$	\$
<b>Zee TV or Star TV</b>	\$	\$	\$

**2. Changes to Drop Count**

It is not uncommon for the number of rooms/drops in the University system to change from year to year. For example, an entire residence hall may be taken off-line for renovation, halls may change from 8-month to 9-month, or administrative locations may be added. Please indicate what percentage change to the monthly weighted average drop count would constitute a material change to the cost, thereby requiring a contract adjustment within the contract period.

+/- \_\_\_\_\_%

**3. Guidelines and Restrictions**

On a separate sheet, please indicate any guidelines or restrictions for providing specific programming service(s) to any University locations.

**4. Engineering**

Please provide a brief engineering plan. Specify the mode of signal transportation and receiving equipment that will be utilized for the delivery of services to the HSCN headend. Also include your ability to deploy IP video and signal in multiple formats.

**5. References**

On a separate sheet, list three (3) customers with similar requirements as those of the University of Massachusetts Amherst whom the University may contact for reference purposes, including the company name, contact person, telephone number, address and brief description of business done with the company within the past year. By submitting this information the vendor authorizes the University of Massachusetts Amherst to contact these clients for the purposes consistent with the review of this bid.

**6. Variances**

The Bidder shall note any exceptions to the program as outlined above. If a variance from a specification is not clearly noted, the University will assume that the Bidder can and shall meet that specification. Attach additional sheets, if necessary.

**7. Communication**

Please indicate what communication system would be set up between the Contractor and the University to deal with problems, report emergencies, provide information on services not performed satisfactorily, and to provide positive as well as constructive feedback on the contract service level. Include the name(s), title(s), and phone number(s) for the contact(s). Attach additional sheets, if necessary.

**8. Future Expansion**

The University is part of both a Five College (Smith, Mt. Holyoke, Hampshire, Amherst and UMass) and five campus (Amherst, Boston, Dartmouth, Lowell, Worcester) consortia where contracts are often shared. If the Amherst campus wanted to extend service to our sister institutions, would you be open to and capable of this arrangement? As with our other non-residential colleagues, the other campuses would contribute their share of the fee back to Residential Life.

**Additional comments from the bidder are to be placed here:**

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**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:** \_\_\_\_\_

List three (3) customers with similar requirements as those of the University of Massachusetts Amherst whom the University may contact for reference purposes, including the company name, contact person, telephone number, address and brief description of business done with the company within the past year. By submitting this information the vendor authorizes the University of Massachusetts Amherst to contact these clients for the purposes consistent with the review of this bid.

**Reference #1**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Term: \_\_\_\_\_ Through: \_\_\_\_\_

**Reference # 2**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Term: \_\_\_\_\_ Through: \_\_\_\_\_

**Reference #3**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Term: \_\_\_\_\_ Through: \_\_\_\_\_

**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: \_\_\_\_\_