



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

**Contract: Web-Site Design and Hosting Services
per the following specifications**

RFB# AA12-RH-4495

Bid Opening Date – March 1, 2012 @ 1:00 p.m. EST

The Division of Auxiliary Enterprises at the University of Massachusetts Amherst is seeking bids from a professional web-design and hosting firm and/or team with demonstrated expertise in providing professional web-design services per the following specifications.

The vendor will provide the services to host, design and maintain all web-sites related to Auxiliary Enterprises focusing on marketing our hospitality services to the campus and surrounding community. The awarded vendor will also provide on-going services as required after the initial design phase is complete.

It is the intent of the University of Massachusetts Amherst to award this contract to the vendor that offers the best value for the work listed in this request of bid.

- The bidder needs to demonstrate expertise in the design of complex web-sites, preferably in a hospitality setting and provide samples of a minimum of three (3) live web-sites.
- The bidder shall highlight its experience in providing similar web-design services for all types of clients, especially hospitality clients, for projects of similar size and complexity.
- The bidder shall demonstrate its philosophy and expertise in cost control on projects of similar size and complexity.
- The bidder shall clearly identify the individuals responsible for each technical discipline.

Implementation Schedule:

RFB release date to vendors:	January 27, 2012
Questions due from vendors:	February 9, 2012 @ 2:00 pm EST
Answers/official addendum released:	February 16, 2012
Deadline for submission of bids:	March 1, 2012 @ 1:00 pm EST
Vendor Interviews (if needed)	to be determined
Completion of bid analysis and announcement of the successful bidder:	March 30, 2012

Contract Term:

This contract shall commence from April 1, 2012 through March 31, 2014 with the option to renew for an additional three (3) one-year periods, 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 st Renewal Term:	April 1, 2014 through March 31, 2015
2 nd Renewal Term:	April 1, 2015 through March 31, 2016
3 rd Renewal Term:	April 1, 2016 through March 31, 2017

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.bls.gov)

Subject to the appropriation of funds, may the University extend this contract for three (3) additional one-year terms. 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: _____

Project Approach:

The new web-site will serve as an entry point for details about Auxiliary Enterprises at the University of Massachusetts Amherst to include but not limited to: The UMass Hotel and Conference Center; UMass Catering; UMass Dining; The University Club & Restaurant; UMass Permaculture and the UMass Bakeshop. It should reflect both the University and the specific market. The web-site will also provide a channel for any call to action on printed material.

A key component of the site is the online marketing and with a point of sale option for the purchase of catering services-hotel rooms-gift certificates, etc.

The new web-site will also be a critical component of on-going Auxiliary Enterprises communication at the University of Massachusetts Amherst and will serve at the online home for Auxiliary Enterprises and all of its functions.

PROJECT TIME-LINE:

Phase I: Creative Concepts: The awarded vendor must have the new web-design concepts ready to present for all sites on or before May 3, 2012.

Phase II: Implementation: Implement approved concepts with a go live date no later than July 1, 2012.

Scope of Services:

1. Web hosting, design and maintenance
2. Purchase domain names on Auxiliary Enterprises behalf and automatically renew current domains
3. Guaranteed response time to issues
4. 24/7/365 guaranteed uptime
5. Use Google Analytics
6. PCI Compliance
7. Hosting in the USA
8. Mobile development of Apps and Mobile Sites
9. e-Commerce-Cyber Source or Commerce Manager as payment processor

The following sites will be redesigned, updated, maintained and hosted by the awarded vendor. Content management will remain the responsibility of UMass Auxiliary Enterprises.

- **Main Site:** www.umassauxiliaryservices.com
- **UMass Permaculture Site:** www.umasspermaculture.com

- **Main Dining Site:** www.umassdining.com
- **Main Hotel and Conference Center Site:** www.umasshotel.com
- **Main Catering Site:** www.catering.umassdining.com
- **Main University Club Site:** www.umassclub.com
- **Main Bakeshop Site:** www.umassbakeshop.com

Digital photos are currently uploaded from our staff photographer onto a hosted site for download by the department. Currently we have a 40 GB limit, but would like the option to increase the size if necessary.

Hosting and Technical Requirements:

The Auxiliary Enterprises web-sites must be hosted in the United States and it must meet all campus policies and procedures.

The site must meet all applicable standards for use by those with low vision. It must support all standards-compliant browsers.

The design of the new web-site must adhere to the University Relations Web Guidelines available for review at: www.umass.edu/universityrelations/guidelines/web-guidelines.

In addition, the site must adhere to specific design guidelines of the project (some of which are not fully established), including incorporating logos and choosing colors that both complement the main UMass Amherst web-site and distinguish the campaign web-site.

Bid Response:

Each bidder must provide, at a minimum, the following information in their bid response.

COVER LETTER: To include vendor name, address, phone number, signed in ink by an authorized representative of the vendor. Acknowledge any addenda, if any, and include an affirmation that the bidder understands all sections and provisions of this request for bids. Any exceptions must be clearly stated.

DESCRIPTION OF FIRM AND/OR INDIVIDUAL:

- a. Are you responding as an individual or as a company?
- b. Company name; address; phone; fax; web-site information.
- c. How long has the company/ have you been in business?
- d. How many employees does the company have?
- e. Have you provided similar services as request by the University for other companies/organizations?
- f. Have you done any projects for the University of Massachusetts in the past? (Be sure to specify which campus the work was done along with the primary contact person for each project).
- g. Please outline your support process (communication channel, target response time, etc.).

PROJECT EXPERIENCE:

- a. Provide links to live sites that the vendor has developed. For each site provide a description of the development and production process, including how this process relates to the requirements for the UMass Amherst Auxiliary Enterprises Sites as stated in this RFB.
- b. Provide relevant experiences of the firm in Hospitality, including any UMass Amherst experience.

- c. Describe other relevant experience of the vendor. All experience summaries should include:
1. Name of the project
 2. Owner representative
 3. General scope and dollar value of the project
 4. Period of performance

COMPENSATION / FEES: Provide your cost for this project, including a listing of hourly rates of all personnel identified or who would be assigned to this project. These rates will remain firm throughout the term of the contract and will be used as “unit prices” to add or delete from the scope work during the project term. Include costs for:

- a. Planning, Development of Application and Design, Database Development and Project Management.
- b. Estimate number of hours and cost for each segment of the project.

CURRENT CLIENT LIST: Provide a list of current clients including the name of the principal-in-charge and their address and telephone number.

ADDITIONAL INFORMATION: Provide any additional information deemed necessary by the firm to describe any characteristics or qualities beyond what is specified in the submission requirements in order to assist the University in evaluating your proposal.

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 bid will be evaluated based on a point system. The award will be made to the Vendor who, in the opinion of the Selection Committee, offers the best overall package.

A review committee comprised of multi-level staff members has been appointed to review and evaluate bids based on predetermined, weighted criteria. A complete set of criteria is sealed and placed in the RFB folder for future use in case of any bid protests. The committee will read the bids and score them based on values assigned to each criterion. The points assigned to each criterion are not made public until after the bid is awarded to preserve the integrity of the bid process.

The evaluation will include, but will not necessarily be limited to, the following (in rank order of importance to the University):

- Cost to the University
- Professional Qualifications of the Vendor
- Demonstrated experience of the vendor, including portfolio of live sites and e-Commerce
- Prior experience working with Hospitality Services, the University and/or other public entities.
- References
- Ability to meet delivery schedule
- Presentation (upon request by the Review Committee)

The University of Massachusetts Amherst may, at its sole discretion, short-list an appropriate number of firms based upon its evaluation of the proposals submitted. The short listed bidders may be asked to provide presentations. Final selection may be made based upon the Selection Committee’s evaluation of the proposals and the presentation.

Respondents with submittals that are determined to not be advantageous or that do not meet the minimum requirements will not be interviewed. In accordance with those interviews, the Selection Committee will then rank those finalists and made a recommendation of award to the Procurement Department. If the University of Massachusetts Amherst is unable to negotiate a contract with the top-ranked finalist, the University will then reject the first placed finalist and commence negotiations with the next ranked finalist and so on until a contract is successfully negotiated and approved by the University.

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.

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 contact negotiation process at the discretion of the University.

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.

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.

Use of the University of Massachusetts Logo:

The successful bidder shall be granted limited use of the University of Massachusetts Amherst logo for the sole purpose of the program outlined in this document. All uses of the logo and name of the University are subject to prior written approval by the University Trademark and Licensing Office. All mailings using the name and logo shall be submitted to a representative of the University Trademark and Licensing Office prior to its printing, using the following mailing address: Trademark and Licensing Office, Room 225A Campus Center, University of Massachusetts, Amherst, MA 01003. The University shall not be held responsible for any costs relating to reprinting if this provision is not fulfilled. The University reserves the right to disapprove and prevent the distribution of any literature or publication bearing the marks of the University that does not meet the standards of quality and propriety. The Trademark and Licensing Office agrees to respond within seven days of the receipt of the submission and approval shall not be unreasonably withheld. The bidder agrees that its use of the University Logos, Marks and/or Names shall insure to the benefit of the University and that the Licensee shall not acquire any rights in the University Logos, Marks and/or Names by virtue of the use of the Logos, Marks and/or Names under this Agreement. This Agreement and any rights to use the University's Logos, Names and/or Marks granted by this Agreement are specific to the successful bidder and may not be assigned, sub-licensed or encumbered without prior express written consent of University Trademark and Licensing Office.

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 payment shall be made in arrears, after services have been rendered to the satisfaction of the University.

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 - 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 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):

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, March 1, 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-4495***

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 Thursday, February 9, 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 Thursday, February 16, 2012. The contact information for this individual is:

<p style="text-align: center;">University of Massachusetts Amherst Rosemary A. Hassay, Purchasing Manager FAX: (413) 545-1643 E-Mail: procurement@admin.umass.edu</p>
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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.

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: _____