Listed below are vendor questions that were received prior to the requested deadline and the corresponding answers for RFB# AA17-RH-5136 – Contract: Graphic Design Services for Auxiliary Enterprises per the following specifications or approved equal.

The original bid opening date will remain as scheduled for December 21, 2016 @ 1:00 pm EDT

Question #1: Whether companies from Outside USA can apply for this? (like, from India or Canada)
Answer # 1: Yes, but the vendor must be available for several in-person meetings.

Question #2: Whether we need to come over there for meetings?
Answer # 2: Yes

Question #3: Can we perform the tasks (related to RFP) outside of USA? (like, from India or Canada)
Answer # 3: Yes, but the vendor must be available for several in-person meetings.

Question #4: Can we submit the proposals via e-Mail?
Answer # 4: All bid responses must be submitted through Bid Express. Reference page 2 of the RFB specifications for details.

Question #5: As an independent sole-proprietor, I am a bit concerned on “capacity” and if I retain the ability to refuse a project/assignment due to what I have capacity for at a given time.
Answer # 5: Yes

Question #6: Reference: Section: 1.2.5 regarding projects not outlined in the bid requiring a quote. There are MANY “deliverables” I provide that fall into the category of “Miscellaneous Design Requests”. Can a clarification be provided on when a quote would be required vs. being put into this catch all category of “Miscellaneous Design Requests”.
Answer # 6: Yes, clarification can be provided. This will be determined on a case by case basis.
Question # 7: Reference: Section 1.5 – Branding, Collateral and Usage Rights. Forgive my naivety, can you define “member and TCUS”?

Answer # 7: There was an error in the posting of Section 1.5 – Branding, Collateral and Usage Rights.

Section 1.5 – Branding, Collateral and Usage Rights has been replaced with:

**Branding, Collateral and Usage Rights:**

In signing this agreement, the University and the awarded vendor mutually agree to a limited exchange of the University of Massachusetts Amherst logos, names, or trademarks (herein, “Marks”) appropriate and suitable to develop online and printed promotional materials. They further agree that the allowed use of the Marks shall be limited to the parties’ web sites and other online and print media directly related to designating the University’s Founding Support status and promoting the relationship between the parties outlined in this Agreement and shall last only for the duration of the term of this Agreement. The awarded vendor shall be granted limited use of the Marks for the sole purpose of the program outlined in this Agreement. All uses of the Marks are subject to prior approval by the University Trademark and Licensing Administration (Licensing) by email to dpcurley@umass.edu. 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 that does not meet the standards of quality and propriety. The awarded vendor shall not use the Marks in association with any third party trademarks in a manner that might suggest co-branding or otherwise create potential confusion as to ownership of the licensed Marks. The awarded vendor agrees not to challenge the rights of the University to own its licensed Marks, nor attempt to procure any trademark registration with respect to the licensed Marks. The limited rights granted in this paragraph will be terminated upon any expiration or termination of this Agreement. Nothing in this Agreement shall be deemed to give either party any rights to the Marks of the other party other than as strictly limited herein, and neither party shall have the right to make any change or alteration whatsoever to the Marks of the other party in connection with the authorized use hereunder.

Question # 8: Regrading the “types of design projects that are required in this request for bids”: for each, it indicates: “concept, layout and final art including 3 rounds of revisions”. Does this mean:

(a) Concept = Round 1, Layout = Round 2, and Final Art = Round OR
(b) Concept, Layout Revision 1, Layout Revision 2, Layout Revision 3, Final Art?

Answer # 8: Option b

Question # 9: Should coordination with Printers and/or Press Checks be included in the bid price? Or is this handled in-house?

Answer # 9: We require that final art be sent to a printer of our choosing. Any pricing would include this task.

Question # 10: Budget – do you have a budget or ballpark range?

Answer # 10: Please use the estimated projects list as a guide when submitting pricing.