REQUEST FOR PROPOSALS # AA14-RH-4818

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<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>BIDS ARE REQUESTED TO PROVIDE THE CONTRACT: IMPLEMENTATION OF BRANDING CAMPAIGN FOR UNIVERSITY OF MASSACHUSETTS AMHERST PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON JUNE 5, 2013 @ 1:00 P.M. EDST</td>
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<td>Contract Term: Date of the award through May 31, 2014.</td>
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<tr>
<td>The successful bidder will be required to enter into a Contract for Services with the University of Massachusetts.</td>
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PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY @ procurement@admin.umass.edu

IMPORTANT INFORMATION

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

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

Vendor Name: ____________________________________________

Address: ___________________________ City: ______________ State: _____ ZIP: ______

Telephone: _______________ FAX: _______________ E-Mail Address: __________________

Name of Person Submitting Bid: ____________________________________________

Authorized Signature: ________________________________________________

R# 157397
The University of Massachusetts Amherst via its division of University Relations (hereafter referred to as UMass or University), is requesting formal proposals from qualified vendors to grant a license to arrange and execute a promotional advertising and public relations plan to 1) implement a general branding campaign, and 2) generate extensive alumni and elected official participation in and media coverage of “UMass Day in Boston” per the following specifications or approved equal.

Section I. INTRODUCTION:

Implementation Schedule:

RFP release date to vendors: May 9, 2013

Questions due from vendors: May 23, 2013 @ 2:00 pm
Answers/official addendum released: May 28, 2013 @ 5:00 pm EST
Deadline for submission of bids: June 5, 2013 @ 1:00 pm EST

Notification to vendors for on-campus interview (if needed) June 10, 2013 @ 5:00 pm EST
Vendor Interviews (if needed) June 12, 2013 through June 14, 2013

Completion of bid analysis and announcement of the successful bidder: Estimated Date: June 21, 2013

University of Massachusetts Information and Background

The University of Massachusetts Amherst, the flagship campus of the UMass system, is one of the nation's top public research universities with 25,000 students studying in the scenic Pioneer Valley of Western Massachusetts, 90 miles from Boston and 175 miles from New York City. UMass Amherst offers 114 undergraduate degree programs (including six associate degrees) as well as 73 master's and 51 doctoral programs. In recent decades, it has achieved a growing reputation for excellence in an increasing number of disciplines, for the breadth of its academic offerings, and for the expansion of its roles in education, research, and public service.

The annual impact of UMass Amherst on economic activity in Massachusetts is more than $1.4 billion. The Amherst campus has more than 238,000 living alumni, and more than 120,000 of them live in the Commonwealth.

Sponsored research awards totaled $140.7 million in fiscal 2011, providing a major stimulus for the Massachusetts economy.

The University is committed to educational excellence and improving the quality of life. The University has an ethical responsibility to reflect cultural sensibilities and maintain the highest moral standards. The successful Vendor must represent the University's philosophy in its programming, staffing and operations.

The University has just completed a year-long project, working with an outside agency and employing best case practices, doing extensive qualitative and quantitative research to develop positioning, core messages and resulting creative to advance the identity and perceptions of the University of Massachusetts Amherst.
Throughout 2013 the University is celebrating its 150th anniversary with numerous on- and off-campus events. “UMass Day in Boston,” the most significant off-campus event, will take place Friday, October 25 and Saturday, October 26, and provides a marquee opportunity to promote this new University identity:

**Friday, October 25**

- **The Business of Education, UMass Club, Boston**
  Breakfast with civic leaders, hosted by UMass Amherst Chancellor Subbaswamy

- **Grand Salute, Massachusetts State House and Boston City Hall Plaza**
  A noontime rally that will bring together alumni, government and civic leaders to celebrate UMass Amherst. Includes performances by the UMass Minuteman Marching Band on the steps of the State House, along with speeches by key government leaders including Governor Patrick and Mayor Menino.

- **Special Multibands Concert, Boston Symphony Hall**
  A special student concert in Boston, highlighting the UMass Minuteman Marching Band.

**Saturday, October 26**

- **150th Celebration, Gillette Stadium, Foxborough**
  Held in conjunction with UMass Amherst Homecoming football game

**Contract Term:**

This contract shall commence from the date of the award through May 31, 2014.

**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/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.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.

Submit as part of your Bid Response – Appendix A – any proposed Amendments to the University’s Contract for Services and the proposed Scope of Services to be included as an Amendment to this Agreement.

**Section II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**A. General Specifications**

1. The University of Massachusetts Amherst is soliciting formal bids from qualified vendors to grant a license to arrange and execute a promotional advertising and public relations plan to implement a general identity campaign for the University, working under the direction of University Relations. Vendors should be aware that positioning, core messages and resulting creative have already been developed. The University seeks a single entity to execute and/or facilitate all advertising, public relations and publicity activities related to this campaign. The successful vendor will coordinate, in close consultation with the University, the development and execution of a comprehensive marketing plan, with the following objectives:

   - Increase the number of prospective students that consider UMass Amherst as their first choice school
   - Improve undergraduate yield: the percentage of admitted students who enroll at UMass Amherst
• Support goal attainment for the UMass Rising fundraising campaign
• Enhance reputation of UMass Amherst among legislators and other key influencers
• Establish public perception of UMass Amherst as the esteemed flagship of the Massachusetts public education system

Proposals should outline the vendor’s go to market plan and should outline vehicles, strategies and associated costs of all promotional activities. During the term of this contract UMass Amherst will spend up to $450,000 with the selected agency for these activities.

2. As part of the broader identity campaign, the selected vendor shall arrange and execute a promotional plan for “UMass Day in Boston.” The successful vendor will coordinate development and execution of a comprehensive event marketing plan in consultation with the University, with the following objectives:
   • Maximize awareness of UMass’ 150th anniversary and UMass Day in Boston through media coverage and advertising.
   • Generate attendance of at least 2500 people at the Grand Salute.
   • Develop a list of key civic leaders and achieve 50% attendance at the Business of Education Breakfast.
   • Generate attendance of the Special Multibands Concert, a ticketed event
   • Encourage attendance at the 150th celebration event at the UMass Amherst Homecoming football game. Note that the University has contracted with another agency to support promotion of football game attendance for the 2013 season.

3. Vendors should be able to demonstrate that they have performed and/or managed all services applicable to their bid, including, but not limited to, account service, media buying and planning, media evaluation and analysis, marketing/business planning consulting, new business development, graphic design, copywriting for print and electronic media, digital/online advertising, public relations, publicity, event planning and execution, and media relations.

4. Vendors shall demonstrate through experience that they have been able to achieve trade or bonus of 100% above the media value of television and radio time, outdoor and print media. Must have at least one (1) national multi-market media arrangement that benefits the client in excess of 1-to-1 media value.

5. Advertising creatives will be developed in collaboration with UMass University Relations. All pieces are subject to review by the University. Vendors should demonstrate an ability to work effectively, responsively and in a timely manner within a multi-tiered creative environment.

6. Vendors should present as part of their bid an all-inclusive budget not to exceed the amount of $450,000 outlined in Section II.A.1, to cover all advertising and public relations expenses, including agency fees, related to brand promotion generally and “UMass Day in Boston” specifically, including, but not limited to, media buys and the printing of collateral. Vendors should demonstrate an ability to negotiate competitive printing costs for collateral pieces. In order to optimize return on expenditures, the University may, at its discretion, opt to facilitate collateral printing through competitive bids or vendor relationships maintained by the University. In such cases, the portion of the marketing budget available for projects facilitated by the vendor will be reduced accordingly.

7. Vendors shall demonstrate a proven track record of results, experience and creative marketing and/or public relations/publicity with an emphasis in the area of major institutional branding and/or large public events in the Boston area.

8. Vendors making a proposal with the intention of subcontracting services will be asked to demonstrate by example that they have established a successful working relationship with any intended subcontractor.

9. This Request for Proposal (RFP) is part of a competitive procurement process, which helps to serve the University’s best interest. It also provides Vendors with a fair opportunity for their services to be considered. The process of a Request for Proposal is being used to allow vendors the opportunity to
present proposals that they feel would best meet the needs of the University based on the information contained in the RFP documents. Vendors may submit more than one proposal if they feel it is advantageous to the University.

Section III. REQUEST FOR PROPOSAL INSTRUCTIONS/INFORMATION:

A. Format & Contents of the Proposal:

1. Clearly identify the Vendor submitting the proposal. Proposals must follow the same sequence and numbering scheme used in this RFP.

2. Executive Summary signed by an authorized officer or other authorized personnel of your Firm. (No more than three pages).

3. Acknowledge receiving any and all addenda.

4. Provide a description of the Vendor’s organization and staffing including the names and titles of all personnel who would be assigned to the contract.

5. Provide a detailed plan for fulfilling the contract. Include a description of what the Vendor views as its responsibilities as well as a complete pricing structure for products and/or services to be provided.

6. Provide complete information for any services, information, equipment, or space to be provided by University.

7. Provide any other information, which the Vendor may choose to reveal to the evaluation committee.

8. Respondents should include with their proposals at least 3 references to demonstrate that they have successfully delivered like services and conducted like activities as those outlined within the RFP. Each reference should contain a contact person and telephone number where that person can be reached to discuss his/her institution’s experience with the vendor’s services.

9. Provide detail of all associated costs, including advertising, events, commissions, fees, and trade opportunities in defining proposed budget.

10. Each respondent should acknowledge that all creative aspects, promotions, and documents and collateral materials produced will be subject to UMass review and approval prior to completion or release.

11. 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/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.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.

Submit as part of your Bid Response /Appendix A any proposed Amendments to the University Contract for Services and a proposed Scope of Services to be proposed as an Amendment to this Agreement.

12. If your firm plans to subcontract any of the items described within the specifications, the Vendor shall specify accordingly and respond to all questions raised regarding each proposed subcontractor.

13. If your firm plans a joint venture with another company, the firm should so state and respond to all questions regarding each company involved in the joint venture.
14. Statement of Qualifications, to be completed in its entirety. There is no separate form for the Statement of Qualifications. Vendors should include this Statement within the scope of their proposals.

15. Attach a complete, audited financial statement and previous year’s financial report (to be included in the official package only), these should be certified by an officer of the corporation, or by the principal if a proprietorship, or by all principals if a partnership; provide the name of the bank which can attest to the responsibility of the Vendor.

B. Evaluation Committee Rights/Rules of Conduct

1. The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this RFP, to decide whether a proposal does or does not substantially comply with the requirements of this request for proposal, to be the final judge as to which is the best overall proposal, and to award a contract to the Vendor whose proposal it considers to be in the best interest to UMass.

2. The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to UMass.

3. In the event that the awarded Vendor refuses to enter into a contract, their proposal will be rejected.

4. The University will treat all proposals received prior to the due date and time as confidential until the opening date and time has passed. The University may disseminate information to others whom the committee deems in its sole discretion to have an interest in the proposal. In no event shall the committee be liable for any breach of confidentiality. All materials submitted will become the property of the University and will become part of the public record after the opening date and time has passed.

5. The evaluation committee will evaluate all proposals against the evaluation criteria listed in this request for proposal and determine which Vendor will best meet the needs of UMass.

6. In the event that a contract acceptable to the committee cannot be executed with the top Vendor, the committee may eliminate that Vendor from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Vendor next preferred among the Vendors who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.

7. UMass reserves the right to negotiate simultaneously with more than one Vendor.

8. In addition to the complete financial response, respondents may also submit an alternate financial proposal that may be evaluated by the University, which reserves the right to approve an alternate financial proposal should it be determined to be in the best interest of the University.

9. Proposals will be considered only from companies that have successfully proven experience in conducting the activities providing the services outlined within this RFP.

C. 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. All respondents should review the RFP requirements and scope of services carefully and develop a response that, at a minimum, meets or preferably exceeds the expectations outlined therein.
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 RFP 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.

Proposals will be considered only from companies that can demonstrate that they have proven experience in conducting the activities providing the services outlined within this RFP. The burden is on each respondent to submit with its proposal proof of its qualifications and experience to warrant consideration of its offering to the University.

Each proposal should address all sections of this RFP. The submission must be in sufficient detail to allow the evaluation committee the ability to evaluate committee the ability to evaluate the proposal.

The evaluation will include, but will not necessarily be limited to, the following:

- Overall plan and approach to advertising and public relations/publicity for general identity promotion and for “UMass Day in Boston,” as specified in the RFB Scope of Work
- Promotional budget and agency costs.
- Bidder’s experience and demonstrated success with projects of similar scope and magnitude.
- Quality of creative portfolio
- References from customers for whom the vendor has performed similar services.
- Financial stability and ability of the vendor to fulfill the contract.
- Background and experience of respondent’s principals and key personnel who will be responsible for fulfilling the terms of the resulting agreement.
- Conformance of proposal to instructions for format and contents of proposal.
- Presentation (upon request by the Review Committee)

Respondents with submittals that are determined to not be advantageous or that do not meet the minimum requirements will not be interviewed.

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.

In accordance with those interviews, the Selection Committee will then rank those finalists and make 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.

Section IV. TERMS AND CONDITIONS

Amendment:

No amendment to this contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements by law.

Entire Agreement:

The eventual contract, when duly executed, shall represent the entire Agreement between the parties and shall supersede all prior Agreements and understandings written and oral. The contractor shall not assign or in any way transfer any interest in this contract without the prior written consent of the University, nor shall he/she subcontract any services without the prior written approval of the University.
Assignment and Delegation:

The contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

If the prospective vendor plans to utilize a subcontractor(s) to fulfill a portion of the responsibilities outlined in this Request for Proposals, each subcontractor must be identified and the qualifications of each vendor must be outlined within the proposal submitted.

The exact role the subcontractor(s) is to play within the agreement that may result from this RFP should also be detailed within the proposal.

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 or 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.

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.

The University reserves the right to request and the successful vendor agrees to furnish a copy of each insurance policy and all endorsements thereto.

The University of Massachusetts, its trustees, officers, employees and the University of Massachusetts Building Authority will be listed as named insured on all policies.

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.

Termination of Contract:

a. Without Cause: This contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

b. With Cause: The contract may be terminated, with cause, by either party, upon seven (7) days written notice, one to the other.

The University reserves the right to cancel the contract at any time the vendors’ performance is, in the opinion of the University, deemed unsatisfactory. If the vendor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the vendor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice.

Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the vendor. The successful vendor shall be given at least ten (10) working days to remedy the problems and an additional ten (10) days termination notice if conditions do not meet the University’s approval. The cure shall be subject to the approval by the University. In the event of a breach by the vendor, the vendor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

The University shall be obligated only to those services rendered and accepted prior to the date of Notice of Termination, less any liquidated damages that may be assessed to the successful vendor for non-performance. With the mutual agreement of both parties and upon receipt and acceptance of not less than thirty (30) days
Written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Termination:

With the mutual agreement of both parties, and upon receipt and acceptance of not less than seven (7) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Obligations in Event of Termination or Cancellation:

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.

Financial Accounting:

In the event of any termination of any contract resulting from this RFP, for any reason whatsoever, the rights of both parties to the financial accounting shall survive such 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 services provided 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 all inclusive. All payments shall be made in arrears, after services have been rendered to the satisfaction of the University.

Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Massachusetts Public Records Law / Public Information:

All bids and related documents submitted in response to this RFP are subject to the Massachusetts Public Records 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.

Confidentiality / Privacy:

Once the bids have opened they become public information. Proprietary data, properly identified by the vendor, will be held in strictest confidence where there is no violation of public disclosure laws in compliance with the Public Information Act.
Vendors must mark or identify in their bid response, area that they request be held confidential and the University shall take all such requests under advisement but offers no guarantees that information will be considered as such.

The vendor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the vendor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. General Laws Ch. 66A) or personal information (as defined in Mass. Gen. Laws Ch. 93H). Personal data and personal information shall be deemed to be “Personal Information”. The vendor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored or maintained by University and provided to or accessed by the vendor in the performance of services irrespective of the medium in which it is held. The vendor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.

**Publicity / Release of Information:**

The vendor shall not issue any press release, promotional or marketing materials or other public announcement regarding this Contract or the relationship between Parties without the University’s prior written consent. The content of any such press release, promotional or marketing materials, or other public announcement issued by the vendor shall be subject to the prior review and approval of the University.

**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.

**Certification of Non-Collusion:**

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), the bidder certifies under penalties of perjury that their bid is in all respects bonafide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Conflict of Interest:**

The vendor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Massachusetts General Laws Ch. 268A and to that extent; the vendor agrees to comply with all requirements of the statute in the performance of this Contract.

**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.
**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 allow 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.

**Tobacco-Free – University of Massachusetts Amherst Policy:**

The University of Massachusetts Amherst shall prohibit tobacco use starting July 1, 2013.

For the purpose of this policy, “tobacco” refers to any and all tobacco products, whether inhaled or ingested, as well as electronic cigarettes. The use of tobacco products shall be prohibited everywhere on campus, inside buildings and throughout the grounds. This policy applies to everyone and anyone on campus, including staff, faculty, contractors and visitors.

a. The use of tobacco will be prohibited in all buildings and vehicles owned or leased by UMass Amherst, regardless of location.

b. The use of tobacco will also be prohibited on all University grounds and in any outdoor area controlled by the University. This includes all University land, parking lots and parking ramps, athletic fields, tennis courts and recreational areas.

c. The use of tobacco will be prohibited inside any vehicle located on University grounds.

d. When any person enters the grounds of the University, any smoking material shall be extinguished and disposed of in an appropriate receptacle at the perimeter of the grounds of the University.

**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 vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation. The vendor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1900; and the Massachusetts General Law, Chapter 151B.

**Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE):**

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) is strongly encouraged to submit proposals in response to the RFP. For the purposes of this RFP the term MBE or WBE shall mean a consultant who is certified as a minority business enterprise by the Massachusetts 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 SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance / Supplier Diversity Office (SDO) at (617)502-8831 or go to [http://www.somwba.state.ma.us/](http://www.somwba.state.ma.us/) or E-mail-wsdo@state.umass.edu for more information.
**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.

**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.

**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 therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the contractor, its employees, servants, agents, or subcontractors. The foregoing express
obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to
the Commonwealth and/or the University that would otherwise exist. The University shall give the contractor prompt and
timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for
indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term
or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this
Contract.

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.

W-9:

The successful bidder will be required to provide an 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: https://www.umass.edu/procurement/Fill-in_Forms/UMW9_Amh_fill-in.pdf.

Certification of Tax Status:

Pursuant to Massachusetts General Law, Chapter 62C, Section 49A, the bidder certifies under penalties of perjury
that to the best of the bidder’s knowledge and belief, they have files all state tax returns and paid all state taxes
required by law.

Sustainability:

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

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

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

Data Security and Breach Notification:

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

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

The Vendor will not provide any University data to and sub-contractor or agent without the prior express written permission
of the University or as otherwise provided under the agreement.
The Vendor shall retain any University data only as long as needed for the specified purposes and to securely dispose of any University data when there is no longer a business need to retain that data.
The Vendor agrees to notify the University immediately if any breach of the security, confidentiality or integrity of University data occurs; assist the University in any subsequent investigation and notification processes; and to otherwise comply with all applicable Massachusetts and federal laws and regulations regarding data security and breach notifications, such as M.G.L. c. 93H and Health Information Technology for Economic and Clinical Health Act (HITECH Act).

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

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 RFP 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.

**Future Expansion: University of Massachusetts:**

The University of Massachusetts is consisted of five (5) campuses which include: Amherst, Boston, Dartmouth, Lowell and Worcester. The University may have other departments or campuses that would be interested in utilizing the services proposed under this RFP within the contract time frames as defined in the RFP.

If another department or campus wishes to utilize this option, that department or campus will issue a separate Purchase Order and a separate University Contract for Services to cover the desired services.

**Bid Response Form – Appendix A:**

All responses to this bid shall be made on the Bid Response Sheet – Appendix A or an exact facsimile thereof. Responses in a form which significantly deviate from the stated response parameters will not be reviewed and may be grounds for disqualification at the University’s sole discretion. An agent of the company with full authority to enter into Agreements and contracts on behalf of the company shall sign the certification.

The vendor may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration to a bid.

If vendor takes exception to any of the contract terms and conditions contained herein, the vendor shall so note in its bid response, referencing the section and giving a complete explanation for the exception. Exceptions to the RFP may be grounds for rejection of the vendor’s bid at the sole discretion of the University.
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.

The University reserves the right to require additional information from vendors and to conduct necessary investigation to determine responsibility of vendors or to determine accuracy of the information furnished in the bid response.

Bidder’s Exception to Terms and Conditions:

If the bidder takes exception to any of the terms and conditions contained herein, the vendor shall note it in its bid response, referencing the section and giving a complete explanation for the exception. Exceptions in the RFB may be grounds for rejection of the vendor’s bid at the sole discretion of the University.

Withdrawal of Bid:

Bid offers may be withdrawn at any time prior to the bid opening date but no respondent may withdraw a bid after it’s bid has been opened and read.

Bid Signature:

The bid response shall be signed by an officer who is authorized to make such commitments for the vendor. The signature signifies that the company complies with all terms and conditions set forth in the request for bid.

Bid Opening Time and Date:

Bidders shall deliver one (1) original and five (5) 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 June 5, 2013 at 1:00 pm, EDST 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: RFP AA13-RH-4818

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 or all bids, wholly or in part and the right in its sole discretion, to accept the bid which it considers most favorable to the University’s interest and the right to waive any minor irregularities in the bids when such a procedure is reasonable in its best interest.

**Bid Results and the Right to Split Awards:**

Bid results will not be automatically transmitted to every bidder. It is the bidder’s responsibility to contract the Procurement Department to review the bid results and award.

The University reserves the right to split awards, if deemed by the Director of Procurement to be in the best interest of the University. If a split award is unacceptable to the bidder, it must be so stated in the bid response.

**Inquiries Received After Specified Bid Opening Date and Time:**

Inquiries received after the specified date and time will be date stamped and put unopened in the bid file. Any bid received after the specified date and time will not be considered in the bid response review.

**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, May 23, 2013 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 May 28, 2013. The contact information for this individual is:

<table>
<thead>
<tr>
<th>University of Massachusetts Amherst</th>
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<tbody>
<tr>
<td>Rosemary A. Hassay, Purchasing Manager</td>
</tr>
<tr>
<td>Fax: (413) 545-1643</td>
</tr>
<tr>
<td>Email: <a href="mailto:procurement@admin.umass.edu">procurement@admin.umass.edu</a></td>
</tr>
</tbody>
</table>

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.

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

**RFP RESPONSE IDENTIFICATION FORM**

Date: ______________________________________________________________________

Name of Vendor: ______________________________________________________________________

Title of Principal Officer: ______________________________________________________________________

Corporation organized under the laws of the State of: ______________________________________________________________________

The undersigned certifies, under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity and further the undersigned agrees to comply with the terms, conditions, requirements and other specifications as described in the RFP.

Signature: ______________________________________________________________________

Type/Print: ______________________________________________________________________

Title: ______________________________________________________________________

Corporate Mailing Address: ______________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Local Mailing Address (if applicable): ______________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Telephone Number: ______________________________________________________________________

Fax Number: ______________________________________________________________________

Person to Contact Regarding this RFP: ______________________________________________________________________

Telephone Number: ______________________________________________________________________

Email Address: ______________________________________________________________________
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.

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<tr>
<th>Reference #1</th>
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<tbody>
<tr>
<td>Company Name: ____________________</td>
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<td>Address: ________________________</td>
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<tr>
<td>Description of Services: ______________</td>
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<tr>
<td>Contact: _________________________</td>
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<tr>
<td>Phone: _________________________ Fax: _________________________ E-Mail: ______________</td>
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<td>Contract Term: ______________ Through: ______________</td>
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<td>Company Name: ____________________</td>
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<tr>
<td>Address: ________________________</td>
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<tr>
<td>Description of Services: ______________</td>
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<tr>
<td>Contact: _________________________</td>
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<tr>
<td>Phone: _________________________ Fax: _________________________ E-Mail: ______________</td>
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<td>Contract Term: ______________ Through: ______________</td>
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<td>Contract Term: ______________ Through: ______________</td>
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</table>

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: ________________________