REQUEST FOR BID # AA14-RH-4828

RFB Opening Date & Time: **June 13, 2013 @ 1:00 PM EDST**

- Requested by: Kathy Rice
- Telephone: 413-545-5224
- Department: College of Natural Sciences
- Date Prepared: 5/30/2013

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIDS ARE REQUESTED TO PROVIDE THE CONTRACT: MARKETING COMMUNICATIONS SERVICES PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON JUNE 13, 2013 @ 1:00 PM EDST</td>
</tr>
</tbody>
</table>

- Contract Term: July 1, 2013 through June 30, 2014.

- The successful bidder will be required to enter into a Contract for Services with the University of Massachusetts. [http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf](http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf)

---

**IMPORTANT INFORMATION**

- It is the bidder’s responsibility to ensure that their bid is received in its entirety by the University of Massachusetts, Procurement Department, 407 Goodell Building, 140 Hicks Way, Amherst, MA 01003-9334 by 1:00 PM on the bid opening date specified above. Bids received after the specified date/time or at a location other than what is listed in the RFB will be rejected and placed unopened in the bid file.

- Bids may be faxed provided that they are followed up by a hard copy with written signature within 5 days of the bid date. All faxed bids must be received by the Procurement fax by the date and time of the bid above.

- All prices are FOB Destination, delivery free of all charges to: University of Massachusetts Amherst at a location specified on a purchase order.

- **Bidders must list their Taxpayer’s Identification Number here:**

- Bid may not be materially altered after the bids have been opened. Only the Director of Procurement can determine what a material alteration is.

- All prices must be submitted on a Net Basis. Unit price shall prevail in case of mathematical error. Payment: Net Due 30-Days

- Bids on items that differ from specifications will be rejected at the discretion of the Director of Procurement. Proprietary names are quoted for informational purposes only and are not meant to limit competition. The right is reserved to accept the bid deemed best for the University.

- Exceptions to any terms and conditions contained herein or in the bid specifications, must be noted by bidder in bid. The Director of Procurement reserves the right to reject any bid that does not conform to the specifications.

---

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

**Vendor Name:**

**Address:**

**City:**

**State:**

**ZIP:**

**Telephone:**

**FAX:**

**E-Mail Address:**

**Name of Person Submitting Bid:**

**Authorized Signature:**

R# 158252
The Stockbridge School of Agriculture (“SSA”) at the University of Massachusetts Amherst is seeking qualified vendors to provide the contract for marketing/communications/public relations firm to develop and implement a marketing program to increase awareness and enrollment per the following specifications or approved equal.

**Section I. INTRODUCTION:**

**Implementation Schedule:**

RFP release date to vendors: May 30, 2013

Questions due from vendors: June 4, 2013 @ 2:00 pm

Answers/official addendum released: June 6, 2013 @ 5:00 pm EST

Deadline for submission of bids: June 13, 2013 @ 1:00 pm EST

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

Vendor Interviews (if needed): June 17, 2013 through June 21, 2013

Completion of bid analysis and announcement of the successful bidder: Estimated Date: June 24, 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.
Stockbridge School of Agriculture

The Stockbridge School of Agriculture has been central to the fabric of New England agriculture for 95 years. We plan to continue that role in the next 95 years and beyond. Over the last year, we have made some very significant and exciting changes that will make Stockbridge better than ever. These changes are central to the University’s and the College’s refocusing of its agricultural efforts. As part of this refocusing, the Stockbridge School of Agriculture has been elevated to a full academic unit with its own faculty, education offered at all levels from AS to PhD and research and outreach responsibilities. These changes were approved by the UMass Faculty Senate on May 3, 2012 and the “new” Stockbridge School of Agriculture came into being on July 1, 2012.

In addition to our existing six (6) Associate of Science degrees, the Stockbridge School now offers four (4) Bachelor of Science degrees, Sustainable Food & Farming, Sustainable Horticulture, Turfgrass Science & Management, and Plant, Soil & Insect Sciences. Currently the faculty provides graduate education in four (4) graduate programs leading to M.S. and Ph.D. degrees.

Current website: stockbridge.cns.umass.edu

Section II – SCOPE OF WORK:

The selected firm will coordinate with SSA regarding all labor, materials, services, and facilities necessary for the research, development, planning, production, and rights clearance of the final execution of an approved plan. This involvement will include, but not be limited to, the following:

Public Relations

- Media Relations capabilities
- Events management
- Speaking and award opportunities
- Social media integration with key messaging
- Specific outline of costs and timetable for proposed activities

Collateral Design and Production

- To support program awareness and recruitment
- Specific outline of production costs including development and printing
- Timetable required for completion of the proposed materials

Website Redesign and Content Development

- Designed to appeal to both students and parents
- Content refresh with targeted, compelling messaging
- Timetable required for completion of the proposed website redesign

Project Management and Meeting Participation

   The firm will assign a Project Manager. This Project Manager will work closely with SSA and any other firms chosen during this process. SSA reserves the right to divide the assignment between firms from complementary disciplines.
Section III – SUBMISSION REQUIREMENTS:

Bid responses should provide a straightforward, complete and concise description of the firm’s capabilities to meet the requirements of the RFB.

Please prepare (1) hard copy and one (1) electronic copy of your proposal and work samples.

Each hard copy of the proposal should be bound in a single volume and include any documentation you want to submit.

Submissions should not exceed twenty (20) one-sided pages (12-point type size or larger) not including supporting documentation.

Bid responses will be evaluated base on:

- Cost to the University
- Qualifications
- Experience
- Proposed staffing
- Methodology

Please note, all information and documentation requested below must be included or addressed for submissions to be deemed complete and eligible for consideration.

Qualifications, Experience, and Staffing

- Provide a history of your experience working with institutions, specifically in education.
- Provide an overview of experience in reaching student and parent targets.
- Provide an overview of the firm’s work.
- Describe your organizational structure, specifically identifying those individuals who would be assigned to work directly with SSA.
- Provide three recent and similar projects, where your firm acted in the capacity of furnishing marketing strategy, creative, and production. Also provide the following client reference information: company name, contact name, title, address, telephone number, and email address.

Fee

Please provide a proposed fee for all services based on the scope of work described in this RFB, inclusive of all subcontractors’ costs. The tentative budget for this engagement is not to exceed $50,000, including fees and production.

Provide a rate per hour for services if appropriate.

Contact Information

On a single cover sheet in your proposal, please provide the following:

- The lead firm or individual name
- The lead firm’s contact person
- Telephone and cell numbers for principals or staff working on the project
- Email addresses of firm principals and staff who would work on the project
- The street address of the firm
Offer Submission Conditions

The Supplier is responsible for all expenses incurred for the proper preparation and presentation of the RFB, in accordance with the conditions set forth in these Specifications.

SSA may decide not to consider partial, incomplete or ambiguous proposals.

RFB must comply with each and every paragraph set forth in the Specifications. Should the bidder wish to make an exception or propose alternatives, they should be described in a separate document. Alternatives and value added proposals are positively received by SSA.

Each vendor that submits a bid response acknowledges and agrees, and is deemed to acknowledge and agree, that this RFB does not constitute of an offer or obligation of any kind by SSA in any form and circumstance.

SSA shall not have any legal relations or any binding obligation, duties, commitments or legal or equitable liability to any Supplier arising out of this RFB, any proposals or other documents submitted in response to this RFB, including SSAs submission, evaluation and selection process with respect to proposals hereunder or otherwise.

Liability of SSA, arises solely upon the execution and delivery by SSA and Supplier of a definitive binding agreement, and then solely and strictly in accordance with the terms thereof.

Offer Contents

The vendor must submit the bid response such that it is received no later than 5:00PM, June 13, 2013:

1. SSA encourages the bidders to submit in an Appendix to the main proposal any solutions they feel may provide additional value beyond the requirements of this RFP, as well as suggesting the implementation of a different approach to what SSA describes here. These additional services or alternatives must include pricing. SSA may or may not take these additional proposals into account.

2. SSA encourages the offers to be as short as possible, including all necessary technical, commercial and optional detail.

3. All commercial offers to this RFB shall remain fixed and/or not to exceed maximum fixed price throughout the duration of the agreed upon Contract.

Contract Term:

This contract shall commence from July 1, 2013 through June 30, 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:


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.

Administrative Guidance:

The information provided herein is intended to assist vendors in the preparation of bids necessary to respond to this RFB. The RFB is designed to provide interested vendors with sufficient basic information to submit bids meeting minimum requirements, required by the University, but is not intended to limit a bid’s content or to exclude any relevant or essential data. Vendors are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFB.
**Instructions:**

This bid contains the instructions governing the bid to be submitted and the materials to be included therein; requirements which must be met to be eligible for consideration and other requirements to be met by each bidder. Bids must be complete. Any persons, firms, corporations or association submitting a bid shall be deemed to have read and understood all terms, conditions and requirements in the bid.

**Time for Evaluation:**

All bids shall remain valid for ninety (90) days from bid opening date. Bids requesting less than sixty (60) calendar day’s acceptance time from the bid date will not be considered.

**Bid Evaluation and Invitation to Present:**

A Selection Committee representing the University will review the bids and select the vendor bids whose services, availability, references and cost that has the most appeal to the University based on the criteria listed in the RFB. The University may elect to select at least two (2) vendors that will be invited to the Amherst Campus to make a formal presentation to the Selection Committee. If required the invitation will be extended within five (5) days after the bid opening date. The vendor’s failure to make such a timely presentation may be grounds for rejection of the bid, at the option of the University.

The award will be made to the vendor who, in the opinion of the Selection Committee, offers the best overall package. The evaluation will include, but not necessarily be limited to, the following criteria (in rank order of importance to the University): Record of demonstrated ability to successfully execute the services as specified in bid specifications:

- Cost to the University
- Conformance with bid specifications, herein
- Qualifications
- Experience
- Proposed Staffing
- Methodology

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

A purchase order will be issued to the successful bidder after analysis of the bids.

A campus map can be located by accessing at: [http://www.umass.edu/visitorsctr/downloads/campusmap.pdf](http://www.umass.edu/visitorsctr/downloads/campusmap.pdf)

**Special Note:** If you are submitting a bid on an “approved equal” all detailed information on the product must be included within the bid. Failure to include this information may disqualify the bid.

**“Or Approved Equal” Specifications:**

Any reference to brand names and numbers in this solicitation is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the offer clearly describes the article offered and how it differs from the referenced brands. Unless the respondent specified otherwise, it is understood that the respondent is offering a referenced brand item as specified in the solicitation. The University will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the University may require a respondent offering a substitute to supply additional descriptive material and a sample.
If items requested have quality guidelines of brand name or equal; the items offered must be equal to or better than the brands and model numbers specified as determined by the University of Massachusetts. The use of brand names in this solicitation are for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated may be considered for award. “Or Equal” submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use.

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 RFP. Therefore, proposals must be inclusive. All payment 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 RFB 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.
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 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 purposed and to securely dispose of any University data when there is no longer a business need to retain that data.

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

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

Treasurer’s Office required language:

Service Providers and third-party providers and the “UMASSS 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 **June 13, 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: RFB AA14-RH-4828
```

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, June 4, 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 on June 6, 2013. The contact information for this individual is:

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

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

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