REQUEST FOR BID # AA14-RH-4875

RFB Opening Date & Time: November 13, 2013 @ 1:00 pm EST

Requested by: William J. Kilbride, Business Manager
Department: College of Nursing
Phone: 413-545-5084
Date Prepared: 10/25/2013

UNIVERSITY OF MASSACHUSETTS-AMHERST

Procurement Department
407 Goodell Bldg., 140 Hicks Way
Amherst, MA 01003-9334
Voice: 413-545-0361 Fax: 413-545-1643
Email: procurement@admin.umass.edu Web Page: www.umass.edu/procurement

(THIS IS NOT AN ORDER)

DESCRIPTION

BIDS ARE REQUESTED TO PROVIDE THE CONTRACT: MARKETING COMMUNICATIONS & ADVERTISING SERVICES FOR THE COLLEGE OF NURSING PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON NOVEMBER 13, 2013 @ 1:00 P.M. EST

Contract Term: Date of the award through November 30, 2014


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 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# 44350907
The College of Nursing (“CON”) at the University of Massachusetts Amherst is seeking bids from qualified vendors to provide services as a marketing/communications/advertising/public relations firm to develop and implement a marketing program to increase awareness and enrollment and provide all advertising management per the following specifications or approved equal.

**Section I. INTRODUCTION:**

RFB release date to vendors
Questions due from vendors
Answers/official addendum released
Deadline for submission of bids
Notification to vendors for on-campus interview (if needed)
Vendor Interviews (if needed)

October 25, 2013
November 5, 2013 @ 2:00 pm EST
November 6, 2013 @ 5:00 pm EST
November 13, 2013 @ 1:00 pm EST
November 15, 2013
November 18, 2013 thru November 22, 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 (6) associate degrees) as well as 73 masters 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 quantitative research to develop positioning, core messages and resulting creative to advance the identity and perceptions of the University of Massachusetts Amherst.

**UMass Amherst – College of Nursing**

UMass Amherst Nursing is a force of innovation, learning and discovery in preparing culturally proficient nurses for leadership in health for a global society. It is our mission to enhance health and healing through nursing leadership in teaching, scholarship, practice and service.

As a leader in nursing education for nearly sixty (60) years, the College of Nursing at the University of Massachusetts Amherst prepares candidates to enter the nursing profession at the baccalaureate, master’s and doctoral levels while also developing vital
nurse educators and researchers to inform and educate future generations of nursing students. Current website: www.umass.edu/nursing

Section II – SCOPE OF WORK:

Overview:

The purpose of this proposal is to create and disseminate a consistent message about the College of Nursing at the University of Massachusetts Amherst, that will lead to greater awareness of the range, quality, access and flexibility of our programs of study and ultimately to increased enrollments. The geographical target is western Massachusetts, with expected collateral advantage achieved Commonwealth-wide. Proposals should include a marketing/communication strategy with emphasis on print and radio, but are not limited to just media. The target audience is primarily students wanting to become nurses, exiting Registered Nurses who wish to advance their careers and healthcare providers (e.g. hospitals, clinical, medical and nurse practitioners, private sector, etc.) who wish to develop or re-engineer the skills of their workforce.

Vendors will be asked to supply services that include market strategy development, creative development of brand and service line advertising and marketing campaigns (consistent with corporate image and established brand standards), research, planning, negotiation and buying of media, development and production of digital marketing and social media solutions, and public/media relations strategies. These services will be used to support, validate and augment advertising and marketing services that may be provided in-house or through other sources.

Objectives:

The objectives of this bid include:

- Promoting public awareness of the existence of the College of Nursing in this region, its mission, goals, educational and research initiatives.
- Increasing awareness of a familiarity with both the traditional classroom and on-line programs of study available at the College of Nursing.
- Identify and communicate the College of Nursing’s distinctive characteristics in contrast with other institutions that offer similar nursing qualifications, degrees, certifications, etc.
- Positioning the College of Nursing as the premier teaching and research focused facility in western Massachusetts.
- Creating a consistent message/story about the College of Nursing.
- Increasing the frequency of identified key messages available to our key constituents/partners.
- Enhancing the marketing/media buying return for the College of Nursing.
- Driving traffic to the College/University websites, ultimately increasing enrollment at the College of Nursing.

Guide to Vendors:

Vendors are expected to have proven experience in the following areas:

- Working with Universities, Academic Institutes or Centers, Community Colleges or other higher education facilities.
- Working in the healthcare sector that includes: hospitals, clinics, medical and nurse practitioners offices, private health sector, etc.
• Ability to articulate a marketing and communication strategy that encompasses the mutual needs, benefits and sensitivities of both the education and health care sectors and their respective local communities when developing their proposals.

• Articulate a detailed approach for meeting the objectives of the RFB in an effective, creative and efficient manner consistent with the goals, mission and strategic framework of the College of Nursing and the University of Massachusetts Amherst.

• Articulate a plan to be an active working partner with the College of Nursing, integrating ideas and recommendations about messages and marketing strategies based upon knowledge of the College of Nursing and the University of Massachusetts Amherst.

• Demonstrate the capabilities and qualifications of individuals assigned to this project; examples of work performed for similar organizations and/or education institutions, and/or healthcare systems/providers.

**Technical Requirements:**

Vendors should be prepared to provide some or all services related to:

- Development of marketing communications strategies for specific campaigns in concert with established branding.
- Market research, analytics to support strategy that achieves business objectives.
- Alignment of current and new communication vehicles and approaches with current corporate image.
- Creative ad design and production to include copy writing.
- Graphic design, including photo campaign execution.
- Radio scripting and production to include talent payments and/or music licensing fees.
- Media buying recommendations and services to include planning, negotiation, ad placement and reconciliation.
- Executive summary of marketing/communications effort and media placement plan.
- Target audience demographic, psychographic and geographic profiles.
- Have access to and utilize industry standard media research tools (e.g. Arbiton [radio], Nielsen [television], etc.).
- Media strategy – including placements, timelines and costs.
- Creative messaging recommendations, specifications and deadlines.
- Ad trafficking and tracking services.
- Media placements and analytic reporting.
- Recommendations for ongoing advertising/media placements based on performance.

**Advertising and Marketing Services:**

To provide advertising/marketing services for the College of Nursing including the development of a comprehensive advertising/marketing communications campaign that may include:

• **Marketing/Advertising Service:** Providing consultation services that identify and develop strategies to meet the defined project objectives while staying within the available budget.

• **Message Decision/Creation:** Accomplishing the marketing/advertising objective of creating a consistent and appropriate message and delivering it to the correct audience and any corresponding collateral markets.

• **Media Selection:** Conducting market research to identify the appropriate media vehicle (print, radio, etc.) in promoting the College of Nursing’s message. Typical tasks may include, but are not limited to;
  
  - Painted and/or electronic displays; posters; billboards (both standard and electronic); banners; bulletins; balloons; skywriting and bumper stickers. Also, assembling, repairing and maintaining displays may be required. Novelty items in conjunction with advertising services are also included. Examples of advertising sites are: all modes of transit such as buses to include exterior and interior panels; train and subway stations; taxi tops; truck trailers; sporting events; airport displays and kiosks.
  - Broadcast Media - Radio and public service announcements (PSA): to promote public awareness and/or prepares potential nursing students for the College of Nursing’s educational services. Consultation services may cover the
full spectrum of services necessary from conception to implementation of the broadcast media. Examples of typical tasks are development of radio announcements; creative development of draft scripts and storyboards; paid advertising; media buying and ad placement verification services.

**Web Based Marketing Services**

The vendor is to develop strategies for the College of Nursing to provide the maximum use of their existing internet and web capabilities.

**Market Research and Analysis Services**

Services are to include, but not be limited to:

- Develop customized strategic marketing plans.
- Create branding initiatives.
- Create public awareness of products, services and issues.
- Identify and analyze target markets.
- Establish measurable marketing objectives; determine market trends and conditions; identify and implement appropriate strategies.
- Conduct focus groups, telemarketing, and individual interviews, prepare & distribute surveys and compile & analyze results.
- Provide ideas and concepts to refine and improve the current marketing program.

**Integrated Marketing Services**

Integrated marketing services will be used to offer a complete solution that integrates all services found under this contract. Services will include the creation of comprehensive solutions using strategically targeted marketing plans that include full service execution of a complete advertising and integrated marketing campaign.

**Reports and Meetings**

The awarded vendor shall submit monthly reports on the status of this contract. Reports shall include but not be limited to cost expenditures, cost projections, stats on audio, on-line and printed media. Meetings will be scheduled on an as-needed basis.

**Other Direct Costs**

Other direct costs (ODC’s) are items that directly support the services being contracted. ODC’s may be handled in house or through subcontracting that is necessary to complete a project. **ODC’s cannot be purchased under this contract as a standalone item or service.**

To the extent possible, all anticipated ODC’s associated with performance within the scope of the contract should be offered and have an estimated contract price. All ODC’s proposed must be directly related to a service being offered under this contract and can only be purchased in conjunction with the contracted services. The contract may be modified at any time to add/delete/change ODC(s) as appropriate.

Possible ODC’s may include items such as audio-visual equipment, facility rental, commercial production, media costs, booth space rental or promotional items. Promotional items shall only be used to enhance marketing campaigns. Examples include but are not limited to: T-shirts, mugs, pens, stickers, stress-balls, etc.

**Service Variation**

The College of Nursing reserves the right to expand the scope of services as needed if information revealed during the project deems that additional service is appropriate.
Project Deliverables and Performance Measures

- **Detailed Project Plan:** Including a projected timeline/schedule to completion, including a list of assigned firm’s staff to each project component.
- **Situational Analysis:** Where the College of Nursing stands currently. Audit current and past branding, marketing and communication efforts. Leverage past College of Nursing and University of Massachusetts Amherst research where appropriate.
- **Competitive Analysis:** How the College of Nursing peers and competition compare with us.
- **Audience Research:** Determine key audiences, conduct research (quantitative and qualitative) on approved audiences, audience segmentation and analysis of results.
- **Brand Development:** Including brand platform, messaging platform and an architectural recommendation.
- **Integrated Marketing Plan:** Based on the research data and approved brand promise, development of supporting strategies and tactics.
- **Launch/Roll Out Recommendations:** Submit recommendations for optimal implementation
- **Provide Monthly Status Reports:** During each phase of the project or as requested by the department.
- **Invoices:** Submit detailed invoices promptly at the conclusion of each phase of the project as appropriate.

Intellectual Property / Copyrights

All materials designed and/or produced either for print, drawing, art, video, recorded (audio and visual), pictures, copyrights, patent rights and trademarks shall be considered the property of the University of Massachusetts Amherst. The University shall own all rights hereto.

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 two (2) hard copies 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 based on:

- Plan to meet the overall aims of this RFB / Conformance with bid specifications
- Cost to the University
- Experience - proven success in the education and healthcare sectors
- Qualifications - Access and utilization of industry standard media research and resource tools
- 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 and healthcare.
☑ 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 the College of Nursing
✓ Provide three (3) recent and similar projects, where your firm acted in the capability 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.

Fees

✓ Provide a proposed fee for all services based on the scope of work described in this RFB, inclusive of all subcontractor fees.

✓ 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.

✓ Include a separate estimated cost for advertising for each media proposed.

Offer Submission Conditions

The vendor 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.

The College of Nursing 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 the College of Nursing.

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

The College of Nursing shall not have any legal relations or any binding obligation, duties, commitments or legal or equitable liability to any vendor arising out of this RFB, any proposals or other documents submitted in response to this RFB, including the College of Nursing’s submission, evaluation and selection process with respect to proposals hereunder or otherwise.

Liability of the College of Nursing, arises solely upon the execution and delivery by the College of Nursing and supplier of a definitive binding agreement and then solely and strictly in accordance with the terms and conditions of this RFB.

Use of the University of Massachusetts Logo:

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

Time for Evaluation:

All bids shall remain valid for ninety (90) days from the bid opening date. Bids requesting less than sixty (60) calendars 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. Record of demonstrated ability to successfully execute the services as specified in the bid specifications:

- Conformance with bid specifications / Plan to meet the overall aims of this RFB
- Cost to the University
- Experience - proven success in the education and healthcare sectors
- Qualifications - Access and utilization of industry standard media research and resource tools
- 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: http://www.umass.edu/visitorsctr/downloads/campusmap.pdf

Contract Term:

This contract shall commence from the date of the award through November 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: 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.

**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.
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.

Cancellation for Cause:

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

The University shall have the immediate right to cancel the agreement for vendor’s material default of any conditions and specifications outlined in this agreement. If in the opinion of the University the vendor’s breach is curable, the University shall provide written notice of setting forth the nature of the default, and if the vendor remedies its default within thirty (30) days, the University will allow the vendor to complete the remedy action. The University reserves the right to cancel the contract for cause or convenience within a forty-five (45) day notice without penalty or charges of any kind including, but not limited to, any equipment and/or resources provided by the vendor.

Obligations in Event of Termination:

1. Upon termination of this Contract, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.

2. Upon termination of this Contract, without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

Order Placement:

The University will place orders with a University Purchase Order or 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 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.

When submitting a request for public access to such documents please submit this request in writing to: procurement@admin.umass.edu referencing “Public Records Request” in the header along with the RFB# and the details of the public records request.

**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.

**Assignment and Delegation:**

The vendor shall not assign or in any way transfer any interest in the Contract without the prior written consent of the University, Nor shall the vendor subcontract any service without the prior written approval of the University. Failure to obtain written permission will constitute a breach of contract. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

**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.

**Protection of Lives and Health:**

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

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

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

The vendor will be responsible to the University for the acts and omissions of all persons directly or indirectly employed by him in connection with the work.
Should the University deem that the Contractor is not abiding by the provisions of this section or that a serious unsafe condition exists which threatens the health, lives, safety or property of the University community, an immediate suspension of operations may be ordered until such unsafe acts or conditions are corrected.

The vendors’ failure to comply with any of the requirements of this section shall be cause for immediate termination of this contract.

**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.

Contractors providing services over $10,000 within a twelve (12) month period to the University hereby consent to grant the Federal Controller General or HHS or their agents access to the Contractor’s books, documents or records as per the Omnibus Reconciliation Act of 1980.

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.

Entering University Buildings:

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

Parking Regulations and Use of Walkways:

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

Vehicular traffic and parking on campus walkways, lawns and gardens is restricted. It shall be the responsibility of the Contractor(s) to request the proper permits from the Parking Office. All costs will be borne by the contractor. Unauthorized vehicles will be ticketed and towed.
**Choice of Law:**

The laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement. The contractor agrees to bring any federal or state legal proceedings arising under this Contract in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties.

**Indemnification of the University:**

The contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys’ and experts’ fees) arising out of or resulting from the performance of the services performed by the contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting there- from and caused in whole or in part by any intentional or negligent acts or omissions of the contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

**Tax Exempt Status:**

The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the contractor for any cost or expense incurred. Any other taxes imposed on the contractor on account of this Contract shall be borne solely by the contractor.

**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):**

Service Providers and third-party providers and the “UMASS merchant” represent and warrant to the other party that it is Payment Card Industry Data Security Standard (PCI-DSS) compliant and shall remain compliant during the term of the Agreement. In the case of a third-party application, the applications will be listed as PA DSS compliant at the time of implementation by the University. In either situation, should either party become non-compliant during the term, the non-compliant party shall promptly notify the other party of its non-compliance status. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI DSS in the performance of their individual and mutual responsibilities under this Agreement.

Service Providers must be listed on the Visa Global List of PCI DSS Validated Service Providers. Third-party applications Must be listed on the PCI Security Standards Council List of Validated Payment Applications (PA-DSS). Should the Service Provider or Third Party Application not be listed, a letter from a Qualified Security Assessor stating compliance must be submitted.

**Receipt of RFB from a Source Other than Issuing Office – WARNING:**

Prospective bidders who have received this document from a source other than the Issuing Office should be aware that all official documents, including amendments, are posted on the University of Massachusetts Amherst Procurement web-site at: http://www.umass.edu/procurement/bidsopen. Bidders assume complete responsibility for obtaining all amendments, and will be bound by the terms of all amendments, even in the event that they do not receive direct communications from the Issuing Office prior to the closing date. It is the vendor’s responsibility to check the University of Massachusetts Amherst Procurement web-site.

**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 RFB within the contract time frames as defined in the RFB.

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.
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 no 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 its 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 two (2) copies of their bid response and one (1) electronic copy in its entirety including all requested samples and/or supporting documentation as required in the bid specifications to the following address by November 13, 2013 at 1:00 pm, EST at which time the bids will be opened and publicly read. Bids shall be clearly marked and addressed to:

University of Massachusetts
Procurement Department
407 Goodell Building; 140 Hicks Way
Amherst, MA 01003
Fax 413-545-1643
Attention: RFB AA14-RH-4875

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.

**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, November 5, 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 November 6, 2013. The contact information for this individual is:

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<th>University of Massachusetts Amherst</th>
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<tr>
<td>Rosemary A. Hassay, Purchasing Manager</td>
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<td>Fax: (413) 545-1643</td>
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<tr>
<td>Email: <a href="mailto:procurement@admin.umass.edu">procurement@admin.umass.edu</a></td>
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The University will extend the due date by written addendum if such information significantly amends this request for bid or makes compliance with the original proposed due date impractical. The University of Massachusetts is an Affirmative Action, Equal Opportunity Employer.
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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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: _________________________________________________