REQUEST FOR BID # AA14-RH-4877

BIDS ARE REQUESTED TO PROVIDE THE RENTAL, INSTALLATION & REMOVAL OF AUDIO, VIDEO, LIGHTING EQUIPMENT & PRODUCTION SERVICES FOR UNDERGRADUATE COMMENCEMENT 2014 PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON NOVEMBER 26, 2013 @ 1:00 P.M. DST

The successful bidder will be required to enter into a Contract for Services with the University of Massachusetts.


Total Bid Price >>>>>>>>>>>>

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY  @ procurement@admin.umass.edu

IMPORTANT INFORMATION

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

Please sign 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# 44118234
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 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 Department of External Relations and University Events at the University of Massachusetts Amherst is seeking bids for a vendor to provide the rental, installation and removal of audio, video, lighting equipment and production services for the undergraduate commencement ceremony per the following specifications or approved equal.

**Section I. INTRODUCTION:**

**Implementation Schedule:**

RFP release date to vendors: October 30, 2013  
Site visit: November 13, 2013 from 1:00 to 3:00 pm  
Questions due from vendors: November 18, 2013 @ 2:00 pm  
Answers/official addendum released: November 20, 2013 @ 5:00 pm EST  
Deadline for submission of bids: November 26, 2013 @ 1:00 pm EST  
Notification to vendors for on-campus interview (if needed) December 6, 2013 @ 5:00 pm EST  
Vendor Interviews (if needed) December 16, 2013 through December 20, 2013

**Site Visit / Pre-Bid Conference**

A pre-bid conference will be held on Wednesday, November 13, 2013. Bidders shall meet promptly at 1:00 pm at the Warren P. McGuirk Alumni Stadium; Stadium Drive, Amherst, MA 01003.

Directions and a campus map may be found at: [http://www.umass.edu/visitors](http://www.umass.edu/visitors)

This conference is not mandatory; however, this will be the Bidder’s only opportunity for a site visit prior to submitting their bid response. No alternate arrangements for site tours will be accommodated.

Please contact Ms. Kathleen Smiarowski, University Events Manager for any questions regarding this Site Visit / Pre-Bid Conference. Ms. Smiarowski can be reached by phone at: 413-577-1101 or E-mail: ksmiarowski@admin.umass.edu.
SECTION II. SPECIFICATIONS AND SCOPE OF WORK:

A. General Specifications

1. UMass Amherst undergraduate commencement ceremony will be held on May 9, 2014 at 4:00 pm

2. Commencement will be held at the Warren McGuirk Alumni Stadium.

3. Commencement is attended by approximately 23,000 guests.
   a. The ground level of the stadium will hold approximately 6,000 graduates and guests.
   b. The bleachers will hold approximately 17,000 guests
   c. The platform party will be comprised of approximately 80 upper level administrators, honorees and guests.

4. The University is seeking bids for the rental, installation and removal of audio, video, lighting equipment and production services for the Undergraduate Commencement Ceremony at the McGuirk Alumni Stadium.

5. The vendor fully understands the definite purpose in which the University of Massachusetts Amherst, will use this outdoor stage and equipment and fully understands that the University of Massachusetts Amherst is relying confidently upon the vendors skill and judgment for the rental and selection of suitable goods and their installation and removal.

6. The University recommends that prior to bid response, each bidder shall survey the event space to determine correct dimensions for each style of outdoor stage and equipment you will be offering. The site visit / pre-bid conference will be held on November 13, 2013 at 1:00 pm at the Warren P. McGuirk Alumni Stadium.

7. The awarded vendor will work with the University designated project manager to co-ordinate all permits and paperwork to comply with local and state regulations. The vendor will be responsible for all costs of permits and related paperwork.

8. Detailed schematics, descriptions and drawings or photographs of designs are required with each bid response.

9. References: Bidder shall provide a minimum of 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.

10. Each and every specification shall be fully met. All substitutions shall be approved by the Office of External Relations and University Events. All specifications shall be understood to include “or approved equivalent.

11. The successful vendor understands that time is of the essence and further, agrees to indemnify the University for any costs incurred as the result of the vendor’s failure to fully comply with specifications and requirements.
B. Scope of Work and Requirements

Minimum Requirements for Audio/Sound:

1. Audio services are requested for two (2) situations:

   a. Student Processional Line-Up – Assembly on Friday (Undergraduate Commencement) at 2:30 pm – 4:00 pm in Parking Lot 11, located immediately north of the stadium.

   b. Undergraduate Commencement Ceremony on Friday 4:00-6:30 pm in McGuirk Alumni Stadium.

Specifications for Student Processional Line-up Assembly:

- Date: Friday, May 9, 2014 – 2:00-4:00pm, in Parking Lot 11, north of McGuirk Alumni Stadium. The space will involve approximately 5,000 students gathered to line up for the Undergraduate Commencement ceremony processional.
- To be delivered and set-up by Friday, May 9, 2014 and MUST RUN BY 1:30 pm.
- To be dismantled Friday, May 9, 2014. Dismantling will occur immediately after the processional enters the stadium (approximately 4:00 pm).

a. Rental of AT7000 wireless handheld system
b. Rental of Sound craft Spirit M-12 mixer
c. Rental of Sabine Power-Q
d. Rental of Power amplifier QSC302V 70-volt amp
e. Rental of paging horn and driver, Quantity = 4
f. Rental of hardware for horns and poles, Quantity = 4
g. Rental of 2PR self-supporting cable, 250 ft.
h. Rental of power cable-long enough to reach to a generator located between the stadium and the parking lot; approximately 300 feet or more.
i. Rental to include delivery and sound services, including operators on-site for assembly and dismantling.

Specifications for Undergraduate Commencement Ceremony:

- Date: Friday, May 9, 2014

a. Audio equipment and services to provide a clear, intelligible, properly delayed and phased signal to people sitting on the ENTIRE area of the field, in the grandstands and on the stage. Must include all necessary speakers and mounts in the stadium. Speakers and delays shall be hung and safely secured to roof and coordinated with the stage set-up.

  1. Main speakers for graduates and guests seated on the field.
  2. Main-wide speakers for guests seated in stadium seats.
  3. Wide side sills at South end of the stadium.
  4. North-end stadium seats fill speakers.
  5. North field seating.
  6. VIP tent speakers
  7. Orchestra monitors
  8. Stage monitors
  9. Sub-woofers
  10. All main and fill zones utilized line array speakers
11. The **ENTIRE** system shall be designed and tuned for proper fill operations in order to produce high fidelity reinforcement for the orchestral presentation and excellent vocal intelligibility for the ceremony. The walls and stands of the stadium are highly reflective and may present sound quality issues.

b. Installation and load in of equipment to commence at 8:00 am on Thursday, preceding the Undergraduate Commencement ceremony. Load-in should break for approximately one (1) hour at 10:00 am on Thursday preceding Undergraduate Commencement to allow for the Chancellor’s rehearsal.

c. Installation complete and operational prior to a sound check at 5:00 pm on Thursday will precede the ceremony.

d. Sound check with the orchestra at 2:00 pm Friday prior to the commencement ceremony.

e. Operators of system shall be on-site from 12:00 pm until the end of the ceremony (approximately 5:30 pm).

f. Load out on Friday, May 9, 2014 following the Commencement Ceremony, after the entire stadium has been emptied.

**Special Note:** The University of Massachusetts Amherst shall provide all required overnight security, electrical power (100 amp 3-phase), electrician and covered mix position.

**Vendor shall provide the following:**

a. All required overnight and weather protection for all equipment.

b. All required electrical distribution equipment and cable, protected to prevent trip hazards.

c. Two (2) experienced, professional sound board operators herein called A1 and A2. One (A1) such operator shall be responsible solely for closely monitoring the event without distraction or interruption, concentrating only on the event’s stage activity and the operation of the sound board. This operator shall specifically NOT be distracted from providing full attention to the stage. The second operator (A2) shall be responsible solely for operation of production intercommunication devices including but not limited to Walkie-Talkies, Radios, Cell Phones, Telephones, Intercoms and any visual or oral cues. The second operator (A2) shall be responsible for insuring that nothing nor anyone distracts the sound board operator (A1) from providing full and uninterrupted attention to the immediate task at hand on the stage.

**Sound System Requirements for Friday, May 9, 2014 – Undergraduate Commencement Ceremony**

- Sound system Requirements for Friday, May 9, 2014 – Undergraduate Commencement Ceremony

  a. **Electronics**
      1. One (1) – Audio Mixer – 32-channel
      2. Four (4) Channels of multi-band parametric type equalization
      3. Eight (8) Channels of compressor-limiter
      4. All necessary system processors and delays
      5. One (1) CD player for music and announcement playback
      6. One (1) CD player as spare / backup
      7. One (1) Press feed box with a minimum of 12 outputs
      8. One (1) Cleanroom intercom system complete with at least four belt-packs and headsets

  b. **Inputs**
     1. All microphone stands for orchestra
2. Two (2) set podium adapters
3. Five (5) podium microphones with minimum two-stage windscreens
4. One (1) microphone/short stand for the herald in front of the stage, on floor
5. Microphones (26) for orchestra and vocalists
6. Microphones (2) for narrator (off-stage right)
7. Set microphone cables to connect above

The awarded vendor must fully understand the definite production requirements for which the University of Massachusetts Amherst will employ the video screens and fully understands that the University of Massachusetts is relying confidently upon the vendor’s skill and judgment for the rental and selection of suitable equipment which will produce an image visible during the hours of the ceremony (3:00 pm to approximately 5:30 pm) by patrons at the north end of the football stadium and to patrons in the east and west grandstands with unobstructed sightlines. The bid should include the cost of all related services and the installation and removal of the equipment.

Minimum Requirements for Lighting:

Provide a warm wash for platform party, highlighting the down stage area and podiums. Lighting is used for “shadow chasers” for photography purposes and shall be hung from the roof.

Minimum Requirements for the Video Screens:

Event video production with the rental of temporary, large format, color, LED video display (two [2] LED video screens) and related services for the live multi-camera production of the entire undergraduate commencement ceremony, providing simultaneous projection from four (4) cameras during the student processional.

The purpose is to enrich the visual experience for the ceremony participants and the audience and to give the ceremony a higher level of prestige. We also reserve the option of showing a pre-recorded video (PowerPoint) prior to the commencement ceremony.

a. The awarded vendor must fully understand the definite production requirements for which the University of Massachusetts Amherst will employ the video screens and fully understands that the University of Massachusetts is relying confidently upon the vendor’s skill and judgment for the rental and selection of suitable equipment which will produce an image visible during the hours of the ceremony (3:00 pm to approximately 5:30 pm) by patrons at the north end of the football stadium and to patrons in the east and west grandstands with unobstructed sightlines. The bid should include the cost of all related services and the installation and removal of the equipment.
b. The University recommends that prior to the bid response; each bidder shall survey the event space to determine equipment and labor needs and to fully understand the production requirements and the nature of the venue.

c. Large format, color LED video display screens with appropriate production staff to provide live video projected onto the screens during daylight hours in McGuirk Alumni Stadium. Approximately 5,000 graduates will participate and will be seated on the field. Nearly 20,000 guests will view the ceremony in the football stadium grandstands and approximately 1,000 guests will be seated on the field, behind graduates. Truss, scaffolding or other mechanical devices as determined by the vendor to be necessary for the elevation of the screens so that the maximum number of audience participant may view the ceremony activities from seating areas of the entire stadium, must be installed and stabilized in a manner that insures safe access by ceremony participants into and out of the stadium field.

d. Two (2) large screen plasma screens on stage for the platform party to view the ceremony. Screens should be mounted high enough of the entire platform party to view.

e. LED video modules or mobile video truck operations or a combination of both will be considered.

f. Installation of the video screens installation must be completed and functioning properly by Friday, May 9, 2014 at 9:00 am.

g. Installation of the video screens must be coordinated with other event vendors as follows:
   o With the installation of heavy duty protective flooring (similar to the product known as “Bravo”) in the area surrounding the stage (south end of the field).
   o With the installation by a professional construction crew of an outdoor stage with a roof approximately 60 ft. wide and 48 ft. deep.
   o With the placement of plant material and landscape mulch.
   o Load-in of equipment is arranged with each vendor, as needed.

h. Power (generator) to operate the video screen and equipment must be provided by the successful vendor.

i. Dismantling of all video screens may begin on Friday, May 9, 2014 after 7:30 pm or when the commencement ceremony has ended and participants have departed the field.

j. Labor: The awarded vendor must provide supervision and labor for the installation and dismantling of video screens and related equipment and for the live-video production.

k. The awarded vendor will provide the University of Massachusetts Amherst, Department of External Relations and University Events with ten (10) video copies of the ceremony.

**Minimum Requirements for Production Services:**

The awarded vendor will provide a professional production/stage manager to oversee the entire production process from beginning to end. The successful vendor understands that this person will be solely responsible for the production aspect of the ceremony; planning and coordinating prior to the actual ceremony, construction phase of stage, load-in of the audio and video components, working directly with the soundboard operators, camera operators, the orchestra, the narrator and any other personnel directly related to the production of the ceremony.
a. Production/Stage Manager will be on-site starting Sunday, May 4, 2014 through the conclusion of breakdown on Sunday, May 11, 2014.

b. Selected vendor(s) will work closely with the University designated project manager to coordinate all services and to aid in developing a production schedule that will reflect the needs for all vendors involved in the process.

c. Coordinate and execute production meetings relating to the entire process, to include being fully aware of ALL operations related to Undergraduate Commencement.

d. **References:** Bidder shall provide a minimum of 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.

**SECTION III. TERMS AND CONDITIONS:**

**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](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 contract 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:**

Prior to the contract award, the vendor shall provide a certificate of insurance evidencing such coverage as listed below. The following statement shall appear in each certificate of insurance provided the University by the Vendor hereunder: The University of Massachusetts Amherst, its trustees, officers, employees and its agents are additional insured.

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.

**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 fifteen (15) 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
- References / Experience - proven success in the education and healthcare sectors
- Qualifications - Access and utilization of industry standard media and tools
- Vendor Interviews (if needed)

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.
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.

Bid Response Sheet:

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

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

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

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.

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. 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](mailto: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.

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

Tax Exempt Status:

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

W-9:

The successful bidder will be required to provide an original signed W-9 form to the University if they are not already a recognized University vendor. A copy of this form can be accessed at: https://www.umass.edu/procurement/Fill-in_Forms/UMW9_Amh_fill-in.pdf.

Certification of Tax Status:

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

Sustainability:

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

♦ Describe the tools and resources that are available to our campuses.
♦ Describe what initiatives your company has implemented and is working on.
♦ Are green and recycled products clearly identified on your web ordering system so users can easily recognize them when ordering?
The University recommends that vendors use recycled paper and double-sided copying for production of all printed and photocopied documents.

**Data Security and Breach Notification:**

The vendor shall protect data and information provided by the University to Vendor (“University Data”) to commercially acceptable standards and no less rigorously than it protects its own confidential information. The vendor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of University data.

The Vendor will not provide any University data to and sub-contractor or agent without the prior express written permission of the University or as otherwise provided under the agreement.

The Vendor shall retain any University data only as long as needed for the specified purpose 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](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.
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.

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.

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

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 three (3) 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 November 26, 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:
The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the University. The University will not increase the purchase order to the successful vendor for omissions or oversights not due to the fault of the University or its agents. All changes must be approved in writing.

It is the sole responsibility of the bidder to insure that its bid is delivered to the Procurement Department in its entirety by the due date and time. Late bids or bids delivered to an incorrect location will not be considered, and will be placed, unopened, in the bid file. Faxed bids will be accepted, provided the original is received within 5 working days after bid deadline submission date.

Only bids that are received by the bid opening date and time will be considered.

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

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

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

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

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

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

If, at the time of the scheduled bid opening the University of Massachusetts Amherst is closed due to inclement weather or another unforeseeable event, the bid opening will be extended until 1:00 pm on the next normal business day. Bids will be accepted until that date and time.

*No electronic bids will be accepted.*

Any samples and/or supporting documentation that is required in the bid specifications must be delivered at the time of bid opening.
All questions from prospective vendors regarding this Request for Bid shall be referred to the Purchasing Manager in the Procurement Department by email or fax only, November 18, 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 20, 2013. The contact information for this individual is:

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

<< The remainder of this page is intentionally left blank >>
List three (3) customers with similar requirements as those of the University of Massachusetts Amherst whom the University may contact for reference purposes, including the company name, contact person, telephone number, address and brief description of business done with the company within the past year. By submitting this information the vendor authorizes the University of Massachusetts Amherst to contact these clients for the purposes consistent with the review of this bid.

### Reference #1

| Company Name: | ____________________________ |
| Address: | ____________________________ |
| Description of Services: | ____________________________ |
| Contact: | ____________________________ |
| Phone: | ____________________________ |
| Fax: | ____________________________ |
| E-Mail: | ____________________________ |
| Contract Term: | ____________________________ |

### Reference #2

| Company Name: | ____________________________ |
| Address: | ____________________________ |
| Description of Services: | ____________________________ |
| Contact: | ____________________________ |
| Phone: | ____________________________ |
| Fax: | ____________________________ |
| E-Mail: | ____________________________ |
| Contract Term: | ____________________________ |

### Reference #3

| Company Name: | ____________________________ |
| Address: | ____________________________ |
| Description of Services: | ____________________________ |
| Contact: | ____________________________ |
| Phone: | ____________________________ |
| Fax: | ____________________________ |
| E-Mail: | ____________________________ |
| Contract Term: | ____________________________ |

*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: | ____________________________ |