



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)

REQUEST FOR BID # AA15-RH-4986

| | | RFB Opening Date/Time: November 12, 2014 @ 1:00 pm EDST | |
|---|--|--|--|
| | | Requested by: Michael Grabscheid, Executive Director Dept.: University Relations/Office of Communications Phone: 413-577-4570 Date Prepared: 10/16/2014 | |
| Description | | | |
| BIDS ARE REQUESTED TO PROVIDE THE CONTRACT: DEFINITION AND IMPLEMENTATION OF THE PUBLIC RELATIONS CAMPAIGN FOR THE UNIVERSITY OF MASSACHUSETTS AMHERST iCons PROGRAM PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON NOVEMBER 12, 2014 @ 1:00 P.M. EDST | | | |
| Contract Term: January 1, 2015 through December 31, 2015 with the option to renew for two (2) additional one-year terms. | | | |
| The successful vendor must sign the standard University Contract for Services and agree to all Terms and Conditions listed. http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf | | | |
| | | | |

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# 55198795



University of Massachusetts Amherst

Department of Procurement

Request for Bids:

**Contract: Implementation of the iCons Public Relations Campaign
for the University of Massachusetts Amherst
per the attached specifications or approved equal**

RFB# AA15-RH-4986

Bid Opening Date – November 12, 2014 @ 1:00 p.m. EDST

The University of Massachusetts Amherst via its division of University Relations (hereafter referred to as UMass or University), is requesting formal proposals from qualified vendors whereby the University will grant a license to develop and execute a public relations and business development plan to cultivate corporate support for the Integrated Concentration in Science (iCons) Program per the following specifications or approved equal.

Implementation Schedule

| | |
|---|---|
| RFP release date to vendors: | October 16, 2014 |
| Questions due from vendors: | October 29, 2014 @ 2:00 pm |
| Answers/official addendum released: | November 5, 2014 @ 5:00 pm EST |
| Deadline for submission of bids: | November 12, 2014 @ 1:00 pm EST |
| Notification to vendors for on-campus interview (if needed): | November 21, 2014 @ 5:00 pm EST |
| Vendor Interviews (if needed): | December 1, 2014 through December 5, 2014 |
| Completion of bid analysis and announcement of the successful bidder: | Estimated Date: December 10, 2014 |

PART I SPECIFICATIONS

1.1 University of Massachusetts Information and Background

1.1.1 The University of Massachusetts Amherst, the flagship campus of the UMass system, is one of the nation's top public research universities with 28,000 students studying in the scenic Pioneer Valley of Western Massachusetts, 90 miles from Boston and 175 miles from New York City. UMass Amherst offers over 90 undergraduate degree programs as well as 76 master's and 52 doctoral programs.

1.1.2 The University is proud of its innovation, integration, and impact in education and research, as it endeavors to become the destination of choice for college students across the Commonwealth and the nation. The signature iCons—Integrated Concentration in Science—Program has proven to be a key component in achieving this goal. With its focus on integrative science instruction in the theme areas of Biomedicine and Energy, iCons provides a new national model for team-based problem solving, leadership training, and communicating across disciplines. iCons is a 20-credit undergraduate science program offered by the College of Natural Sciences. iCons does not replace a major but rather enhances it by giving students opportunities to work in interdisciplinary teams applying their knowledge to existing problems of global significance.

1.1.3 The iCons program is highly selective, with a total of 200 students from 25 STEM majors across campus. At this time, 60% of students have completed internships prior to receiving their degrees and 100% of the first graduating class has been placed in jobs and graduate programs.

1.1.4 During the initial term of this contract, the University is seeking a partner to define and implement a concerted public relations and business development effort to dramatically grow corporate support for the iCons Program in the form of internship and job opportunities for iCons students, and iCons corporate partnership case studies. In addition, the public relations and business development plan should inform the University's corporate sponsorship program.

1.2 Contract Term

1.2.1 This contract shall commence from January 1, 2015 through December 31, 2015, with the option to renew for an additional two (2) one-year terms with the mutual agreement of the University and the awarded vendor.

1.2.2 All terms and conditions shall remain the same for all option periods unless other agreements are made by both parties.

1st Renewal Term: January 1, 2016 through December 31, 2016

2nd Renewal Term: January 1, 2017 through December 31, 2017

1.2.3 Subject to the appropriation of funds, may the University extend this contract for two (2) additional one-year terms with all discounts, terms and conditions remaining the same. Initial your acceptance or denial of the contract renewal option below.

Yes, I agree with the contract renewal option on this RFB: _____

No, I choose not to do a contract renewal option on this RFB: _____

1.3 Contract for Services

1.3.1 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.

1.3.2 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.

1.3.3 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.

1.4 Scope of Work/Technical Specifications

1.4.1 The University of Massachusetts Amherst is soliciting formal proposals from qualified vendors whereby the University will grant a license to develop and execute a public relations and business development plan to facilitate the University’s ability to cultivate corporate support for the iCons Program. The chosen vendor will work in close consultation with the University under the direction of the divisions of University Relations and Development to ensure consistency with broader University corporate relations and brand strategy.

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

1.4.3 Desired Outcomes

The University seeks a single entity to execute and/or facilitate all activities related to this plan to achieve the following University objectives:

A. Enhance corporate perception of the UMass Amherst iCons Program being at the educational forefront in producing the next generation of leaders in science and technology.

B. Increase internship and job opportunities for iCons students while placing all graduates in jobs or graduate programs within three months of receiving their degree to build empirical evidence of success. Anticipated outcomes of this are as follows:

- Establish new relationships with corporations (10 in 2015, 20 in 2016, 30 in 2017) to increase internship and job opportunities for iCons students and graduates.

C. Position the iCons Program to facilitate the University's ability to increase corporate financial support for the program. The goal of this campaign is to retain current sponsors and secure new corporate sponsorships to raise:

- 1) \$200,000 for iCons in 2015
- 2) \$350,000 for iCons in 2016
- 3) \$500,000 for iCons in 2017

D. Strengthen positive academic perceptions of UMass Amherst through the iCons story.

1.4.4 **Requested Services**

Proposals should describe the vendor's public relations and business development plan and should outline strategies, methods and associated costs.

The selected vendor shall:

A. Facilitate the development of a corporate positioning statement, consistent marketing language and sponsor pitch materials for the iCons program to include:

- 1) A concise description of the iCons program and the value it brings to industry, including the multi-billion dollar Massachusetts life sciences industry;
- 2) The importance of corporate sponsorship for the iCons program;
- 3) The uniqueness of the iCons program relative to other integrative science programs; and
- 4) The design of a comprehensive sponsorship program with multiple levels of support for iCons.

B. Write and place at least eight [8] iCons stories annually in Massachusetts and national media outlets.

C. Arrange for iCons and University leadership to speak or otherwise present at corporate conferences and events about the iCons program and integrative science education, where such opportunities would further the objectives of this effort.

D. Advise the University on the value of paid promotion placements and identify other valuable forms of promotion.

E. To support the above defined activities, the selected vendor may recommend or be asked to undertake a market study, which could include interview of current iCons program industry partners.

F. Language, creative and collateral, developed under this contract will be subject to review and approval by the University before public use.

1.4.5 **Qualifications**

Vendors should be able to demonstrate:

A. Performance and/or management of all services applicable to their bid.

B. Proven track record of public relations experience and results, with an emphasis in the areas of university educational programming and corporate sponsorship.

1.5 **REQUEST FOR PROPOSAL INSTRUCTIONS/INFORMATION:**

1.5.1 **Format & Contents of the Proposal**

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

- B. Executive Summary signed by an authorized officer or other authorized personnel of your firm. (No more than three [3] pages).
- C. Acknowledge receiving any and all addenda.
- D. Provide a description of the vendor's organization and staffing including the names and titles of all personnel who would be assigned to the contract.
- E. Provide a detailed plan for fulfilling the contract. Include a description of what the vendor views as its responsibilities as well as a complete pricing structure for products and/or services to be provided.
- F. Provide complete information for any services, information, equipment, or space to be provided by University.
- G. Provide any other information, which the vendor may choose to reveal to the evaluation committee.
- H. Include with proposal at least three (3) references to demonstrate that the vendor has successfully delivered like services and conducted like activities as those outlined within the RFP. Each reference should contain a contact person and telephone number where that person can be reached to discuss his/her institution's experience with the vendor's services.
- I. Provide detail of all associated project costs as part of a comprehensive budget.
- J. Acknowledge that all creative aspects, promotions, and documents and collateral materials produced will be subject to UMass review and approval prior to completion or release.
- K. Specify accordingly if your firm plans to subcontract any of the items described within the specifications and respond to all questions raised regarding each proposed subcontractor.
- L. State if your firm plans a joint venture with another company and respond to all questions regarding each company involved in the joint venture.
- M. Complete the Statement of Qualifications in its entirety. There is no separate form for the Statement of Qualifications. Vendors should include this Statement within the scope of their proposals.
- N. Attach a complete, audited financial statement and previous year's financial report (to be included in the official package only). These should be certified by an officer of the corporation, or by the principal if a proprietorship, or by all principals if a partnership. Provide the name of the bank that can attest to the responsibility of the Vendor.

1.5.2 **Evaluation Committee Rights/Rules of Conduct**

- A. The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this RFP, to decide whether a proposal does or does not substantially comply with the requirements of this request for proposal, to be the final judge as to which is the best overall proposal and to award to the Vendor whose proposal it considers to be in the best interest to the University.
- B. The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to the University.
- C. In the event that the awarded Vendor refuses to enter into a contract, their proposal will be rejected.
- D. The University will treat all proposals received prior to the requested due date and time as confidential until the opening date and time has passed. The University may disseminate information to others whom the committee deems in its sole discretion to have an interest in the proposal. In no event shall the committee be liable for any breach of confidentiality. All materials submitted will become the property of the University and will become part of the public record after the opening date and time has passed.
- E. The evaluation committee will evaluate all proposals against the evaluation criteria listed in this request for proposals and determine which Vendor will best meet the needs of the University.
- F. In the event that a contract acceptable to the committee cannot be executed with the top Vendor, the committee may eliminate that Vendor from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Vendor next preferred among the Vendors who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.

- G. The University reserves the right to negotiate simultaneously with more than one Vendor.
- H. In addition to the completed financial response, respondents may also submit an alternate financial proposal that may be evaluated by the University, which reserves the right to approved an alternate financial proposal should it be determined to be in the best interest of the University.
- I. Proposals will be considered only from companies that have successfully proven experience in conducting the activities providing the services outlined within this RFP.

1.5.3 **Award of the Contract:**

- A. The bid will be evaluated based on a point system. The award will be made to the Vendor who, in the opinion of the Selection Committee, offers the best overall package. All respondents should review the RFP requirements and scope of services carefully and develop a response that, at a minimum, meets or preferably exceeds the expectations outlined therein.
- B. A review committee comprised of multi-level staff members has been appointed to review and evaluate bids based on predetermined, weighted criteria. A complete set of criteria is sealed and placed in the RFP folder for future use in case of any bid protests. The committee will read the bids and score them based on values assigned to each criterion. The points assigned to each criterion are not made public until after the bid is awarded to preserve the integrity of the bid process.
- C. Proposals will be considered only from companies that can demonstrate that they have proven experience in conducting the activities providing the services outlined within this RFP. The burden is on each respondent to submit with its proposal proof of its qualifications and experience to warrant consideration of its offering to the University.
- D. Each proposal should address all sections of this RFP. The submission must be in sufficient detail to allow the evaluation committee the ability to evaluate the proposal.
- E. The evaluation will include, but will not necessarily be limited to, the following:
 - 1) Overall plan and approach to public relations and business development to cultivate corporate support for the iCons program.
 - 2) Cost to the University, including the promotional budget and agency costs.
 - 3) Bidders experience and demonstrated success with projects of similar scope and magnitude, preferably for universities of similar scale and market.
 - 4) Quality of public relations portfolio.
 - 5) References from customers for whom the vendor has performed similar services.
 - 6) Financial stability and ability of the vendor to fulfill the contract.
 - 7) Background and experience of respondent's principals and key personnel who will be responsible for fulfilling the terms of the resulting agreement.
 - 8) Conformance of proposal to instructions for format and contents of proposal.
 - 9) Presentation (upon request by the Review Committee)
- F. Respondents with submittals that are determined to not be advantageous or that do not meet the minimum requirements will not be interviewed.
- G. The University of Massachusetts Amherst may, at its sole discretion, short-list an appropriate number of firms based upon its evaluation of the proposals submitted. The short listed bidders may be asked to provide presentations. Final selection may be made based upon the Selection Committee's evaluation of the proposals and the presentation.
- H. In accordance with those interviews, the Selection Committee will then rank those finalists and make a recommendation of award to the Procurement Department. If the University of Massachusetts Amherst is unable to negotiate a contract with the top-ranked finalist, the University will then reject the first placed finalist and commence negotiations with the next ranked finalist and so on until a contract is successfully negotiated and approved by the University.

1.5.4 *Entire Agreement*

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

1.5.5 *Amendment*

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

1.6 *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.

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PART II TERMS AND CONDITIONS

The following terms and conditions will govern in the submission and evaluation of proposals and bids and the award of a contract. Vendors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

2.1 Order Placement:

The University will place orders with a University Purchase Order or the University Procard Credit Card.

2.2 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/RFP. **Therefore, bids must be all inclusive. All payments shall be made in arrears, after services have been rendered to the satisfaction of the University.**

2.3 Contract Termination or 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 may terminate any resulting Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of non-compliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

- 2.3.1 If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 2.3.2 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- 2.3.3 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, The University reserves the right to terminate the Contractor at that time by written notice of such termination.
- 2.3.4 The University will be obligated only for those goods or services rendered and accepted prior to the date of Notice of Termination.
- 2.3.5 Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.3.6 In event of default by the contractor, the University reserves the right to procure commodities and/or services from Other sources, and hold the contractor liable for an excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

2.4 Obligations in Event of Termination:

- 2.4.1 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.
- 2.4.2 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.

2.5 Termination for Convenience:

- 2.5.1 The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Massachusetts.
- 2.5.2 If the Contract is terminated by the University, pursuant to this section, the University will provide the Contractor sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.5.3 Force Majeure: If the performance of obligations under this Agreement is rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

2.6 Contract Assignment or Subcontract and Delegation:

2.6.1 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.

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

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

2.7 Governing Law:

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

2.8 Massachusetts Public Records Law / Public Information:

All bids and related documents submitted in response to this RFB/RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, and Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded.

2.8.1 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/RFP# and the details of the public records request.

2.8.2 The University treats bids and proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Massachusetts Public Records Law. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the LAW that respondent should summarize such information in a separate envelope and each page submitted should clearly state “Confidential”, but otherwise be presented in the same manner as the bid response or proposal. However, any such information is provided entirely at the respondent’s own risk and the University assumes no liability for any loss or damage which may result from the University’s disclosure at any time of any information provided by the respondent in connection with its proposal.

2.8.3 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.

2.9 Publicity / Release of Information:

2.9.1 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.

2.9.2 In submitting a bid response or proposal, the Vendor agrees, unless specifically authorized in writing by the University on a case-by-case basis, that it shall have no right to use, and shall not use, the name of the University of Massachusetts Amherst, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of the agency’s services; nor c) to use the name of the state, its officials or employees or the University Seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) or (b) above except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

2.10 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.

2.11 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.

2.12 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.

2.13 Business Relationship Affidavit:

The bidder or proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Agreement or RFB/RFP. The University may terminate any Agreement if it is determined that gratuities of any kind were either offered to or received by any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

2.14 Conflict of Interest:

2.14.1 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.

2.14.2 The Applicant shall disclose and identify to the University, with its proposal or bid response, any relationships, which may constitute a potential conflict of interest with the University of Massachusetts Amherst Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.

2.15 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.

2.16 Scheduling and Coordination:

2.16.1 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.

2.16.2 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.

2.17 OSHA Compliance:

All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act (OSHA). All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirement and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement and Campus Services immediately by registered mail.

2.18 Protection of Lives and Health:

2.18.1 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.

2.18.2 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.

2.18.3 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.

2.18.4 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.

2.18.5 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.

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

2.19 Tobacco-Free – University of Massachusetts Amherst Policy:

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

2.19.2 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.

2.20 Affirmative Action, Equal Opportunity Employer:

2.20.1 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.

2.20.2 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 1990; and the Massachusetts General Law, Chapter 151B.

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

2.21.1 Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) is strongly encouraged to submit proposals in response to the RFB/RFP. For the purposes of this RFB/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.

2.21.2 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/> or E-mail-wdsdo@state.umass.edu for more information.

2.22 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.

2.23 Recordkeeping, Audit and Inspection of Records:

2.23.1 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.

2.23.2 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.

2.24 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.

2.25 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.

2.26 University Building:

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.

2.27 Parking Regulations and Use of Walkways:

2.27.1 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.

2.27.2 It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies.

2.27.3 Parking on the UMass Amherst campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday, is by permit only. Some areas are restricted beginning at 5AM or for 24-hours (as posted). Violators will be ticketed and are subject to towing.

2.27.4 Parking in the Parking Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages.

2.27.5 The UMass Amherst campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Massachusetts State Law. The maximum speed limit on campus is 25MPH. The Maximum speed in all parking lots is 10MPH. These limits are in effect 24-hours per day.

2.27.6 Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged.

2.27.7 Load zones are restricted to loading and unloading of materials and are limited to 15-minutes 24-hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends.

2.28 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.

2.29 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.

2.30 Liens:

The successful Vendor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of equipment and services by or to the Vendor.

2.31 Actions of the Vendor:

The actions of the successful Vendor with third parties are not binding upon the University. The Vendor is not a division of the University, partner or joint venture of/with the University.

2.32 Tax Exempt Status:

The University of Massachusetts Amherst 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.

2.33 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.

2.34 Observing Laws and Regulations:

- 2.34.1 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 filed all state tax returns and paid all state taxes required by law.
- 2.34.2 The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.
- 2.34.3 The Vendor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its owners and agents against any claims of liability arising from or used on any violation thereof.

2.35 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.

2.36 Data Security and Breach Notification:

2.36.1 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.

2.36.2 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.

2.36.3 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.

2.36.4 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).

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

2.37.1 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.

2.37.2 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.

2.38 Future Expansion: University of Massachusetts:

2.38.1 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/RFP.

2.38.2 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.

PART III RFB/RFP STATUS AND SUBMISSION INFORMATION

3.0 RFB/RFP Acceptance/Rejection:

The University reserves the right to cancel this Bid, to reject any or all bids received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFB/RFP and is deemed in the best interest of the University. Non-acceptance of a bid or proposal shall mean that another bid or proposal was deemed more advantageous to the University or that all proposals were rejected.

3.1 Receipt of RFB/RFP from a Source Other than Issuing Office – WARNING:

Prospective bidders who have received this document from a source other than the Issuing Office should be aware that all official documents, including amendments, are posted on the University of Massachusetts Amherst Procurement web-site at: <http://www.umass.edu/procurement/bidsopen>. Bidders assume complete responsibility for obtaining all amendments, and will be

bound by the terms of all amendments, even in the event that they do not receive direct communications from the Issuing Office prior to the closing date. It is the vendor's responsibility to check the University of Massachusetts Amherst Procurement web-site.

3.2 Submission of a Bid or Proposal:

3.2.1 Submission of a bid or proposal indicates that the bidder has read, completely understands and agrees with this document. The bidder also indicates that it is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials. 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 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.

3.2.2 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.

3.2.3 As a part of the evaluation process, the University may require presentation from the highest ranked bidders. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation.

3.2.4 All information will be confidential until after review and action by the evaluation committee.

3.2.5 The University expressly reserves the right to negotiate prior to an award, any contract that may result from this RFB/RFP. Further, this bid creates no obligation on the part of the University to award a contract. The company's bid will represent its best and final offer.

3.2.6 All bid responses must include a point-by-point response to ALL sections of this RFB/RFP. Each response must be cross-referenced to the corresponding numbered item in the RFB and described in as much detail as possible.

3.2.7 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the bid or proposals may cause a rejection of the bid response as non-compliant.

3.2.8 If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading and specific section number. All bid responses must be submitted in a sealed envelope and labeled with the bid number. No responsibility will be attached to any person for the premature opening of any bid response that is not properly identified.

3.2.9 E-Mail or electronic attachments are not acceptable means of submitting a bid response and will be rejected as non-conforming.

3.2.10 If you intent to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated in the RFB/RFP. Packages delivered by express mail to other locations on the UMass Amherst campus might not be re-delivered to the appropriate address in time to be considered.

3.2.11 Bid responses or proposals that do not substantially conform to the contents of the bid request; consequently altering the basis for proposal comparison may be disregarded and considered unresponsive.

3.2.12 ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.

3.2.13 Each bid or proposal is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his/her part or furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.

3.2.14 This Request for Proposals (RFP) is part of a competitive procurement process, which helps to serve the University's best interest. It also provides vendors with a fair opportunity for their services to be considered. The process of a Request for Proposal is being used to allow vendors the opportunity to present proposals that they feel would best meet the needs

of the University based on the information contained in the RFP documents. Vendors may submit more than one proposal if they feel it is advantageous to the University.

3.3 Bidder's Exception to Terms and Conditions:

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

3.3.2 Any exceptions and/or alternated must be stated in the bid response to the RFB/RFP. Failure to provide required data to allow for evaluation of the RFB or failure to complete the accompanying documents may be grounds for rejecting the RFB/RFP.

3.4 Withdrawal of Bid:

3.4.1 A bid or proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred twenty (120) days following the date and time assigned for the receipt of proposals.

3.4.2 Prior to the time and date assigned for receipt, bids and proposals submitted early shall be modified or withdrawn only by written notice to the University. Modified bids or proposals may be submitted up to the time designated for receipt of the bid or proposals as noted in the RFB/RFP provided they are then fully in conformance with these terms and conditions.

3.5 Effective Period of Proposals:

The bid or proposals submitted must remain in effect for a minimum period of one-hundred twenty (120) days after the closing date to allow time for evaluation, approval and award of the contract.

3.6 Minor Defects:

If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods and services that substantially met the intent of this RFB/RFP, the mandatory requirement will be modified or waived for all bidders, and all proposals will be re-evaluated in light of the change.

3.7 Award Negotiations:

Selection may be made without further discussion or negotiation; therefore, bids or proposals should be submitted on the most favorable terms, which can be submitted in response to this RFB/RFP. Bids or proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the bid response. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes which include:

- 3.7.1 Resolving minor differences and informalities
- 3.7.2 Clarifying necessary details and responsibilities
- 3.7.3 Emphasizing important issues and points
- 3.7.4 Receiving assurances from proposers
- 3.7.5 Exploring ways to improve the final contract

3.5 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.

3.6 Bid Opening Time and Date:

Bidders shall deliver **two (2) copies** of their bid response in its entirety including all requested samples and/or supporting documentation as required in the bid specifications to the following address by **November 12, 2014 at 1:00 pm, EDST** at which time the bids will be opened and publicly read. Bids shall be clearly marked and addressed to:

**University of Massachusetts
Procurement Department
407 Goodell Building; 140 Hicks Way
Amherst, MA 01003
Fax 413-545-1643
*Attention: RFB AA15-RH-4986***

3.6.1 The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

3.6.2 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.

3.6.3 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.

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

3.6.5 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.

3.7 Bid Results and the Right to Split Awards:

3.7.1 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.

3.7.2 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.

3.7.3 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

3.8 Inquiries Received After Specified Bid Opening Date and Time:

3.8.1 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.

3.8.2 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.

3.8.3 No electronic bids will be accepted

3.8.4 Any samples and/or supporting documentation that is required in the bid specifications must be delivered at the time of bid opening.

3.8.5 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, October 29, 2014 at 2:00 PM. The contact information for this individual is:

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

3.8.6 No telephone calls will be entertained.

3.8.7 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 5, 2014 to the Procurement Web-Site. To access this information please go to: <http://www.umass.edu/procurement>

3.8.8 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.

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

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