



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 # AA16-RH-5104

		RFB Opening Date/Time: March 16, 2016 @ 1:00 pm EDST	
		Requested by: Rebecca Dufault, Events Manager Department: University Events Phone: 413-545-3315 / 413-577-1101 Date Prepared: 3/3/2016	
	Description		
	BIDS ARE REQUESTED TO PROVIDE THE CONTRACT: PROFESSIONAL STILL PHOTOGRAPHIC SERVICES FOR COMMENCEMENT PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON MARCH 16, 2016 @ 1:00 P.M. EDST		
	Contract Term: Date of the award through June 30, 2017 with the option to renew for an additional four (4) one-year terms		
	Certificate of Insurance Required		

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 via www.bidexpress.com to 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.

Special Note: Electronic bids submitted via Bid Express will be accepted via www.bidexpress.com

- 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: _____

Revenue RFB



University of Massachusetts Amherst
Department of Procurement
Request for Bids:
Contract: Professional Still Photographic Services
for Commencement Ceremonies
per the attached specifications or approved equal
RFB# AA16-RH-5104
Bid Opening Date – March 16, 2016 @ 1:00 p.m. EDST

The Office of External Relations and University Events at the University of Massachusetts Amherst is seeking proposals from qualified vendors to offer professional still photographic services for its commencement ceremonies 2016 per the following specifications or approved equal. It is the University's intent to permit a single firm to provide this service, thereby minimizing disruptions and confusion during the commencement ceremonies.

The successful bidder will offer 5" x 7" individual photographs to each graduate. Bidders who wish to offer other sizes and/or packages should identify those options in their offers and provide price information for each offering.

The decision to purchase the photographs will be left to the individual graduate and will not be mandatory. All monetary transactions for photographs taken and sold will be between the graduates and the successful bidder.

This request for bids 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 Bid is being used to allow vendors the opportunity to present proposals/bids that they feel would best meet the needs of the University based on the information contained in the RFB documents. Vendors may submit more than one proposal or bid if they feel it is advantageous to the University.

Introducing Bid Express

The University of Massachusetts Amherst is accepting electronic bids via www.bidexpress.com website. All bidders must first register on the bidexpress.com website and create an Info Tech Digital ID. Registration and Digital ID creation are free.

It can take up to five (5) business days to process your Digital ID and it is highly recommended that a Digital ID be enabled 48 hours in advance of submitting an electronic bid. Please plan accordingly.

A fee of \$25 will be incurred for those who wish to bid electronically on a pay-per solicitation basis; alternatively, you may subscribe for \$50 per month to have access to bid on all solicitations and email notifications.

[Learn more in this vendor overview](#)

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

Implementation Schedule:

RFP release date to vendors	March 2, 2016
Questions due from vendors	March 8, 2016 @ 2:00 pm EDT
Answers/official addendum released	March 9, 2016
Deadline for submission of bids	March 16, 2016 @ 1:00 EDT

PART I SPECIFICATIONS

1.1 Scope of Work:

Three (3) separate commencement ceremonies along with seventeen (17) recognition ceremonies, plus additional three-day sessions for senior portraits.

1.2 All Ceremonies:

1.2.1 The successful bidder will provide all personnel required to identify the graduate for later matching to the photographs as well as all personnel required to set up and do the still photography. The system to obtain identifying information must be a non-intrusive system which does not interrupt or detract from the ceremony. The photographers and related personnel must not interfere with the speed of the processional or the ceremonies.

1.2.2 The university will not provide name cards or any means of identifying graduates. Graduate identification is the responsibility of the still photographer. The photographer should specify what system it will use to assure that photos are matched with the appropriate graduate.

1.2.3 Public relations shots are requested of all activities related to the ceremonies. Candid audience and participant photos are requested before and during the ceremony.

1.2.4 Raw photos of each event are requested immediately following each ceremony. It will be the responsibility of the photography company to coordinate this transfer with the event managers for each individual ceremony.

1.2.5 Where applicable, please designate which technologies not specifically requested in this bid your company can also provide (i.e. student name listings on screens at various ceremonies.)

1.2.6 All arrangements must be approved by the Office of External Relations and University Events prior to the ceremony.

1.2.7 The successful bidder will receive the exclusive rights to capture the photographic images of graduates at the ceremonies for resale to the graduates.

1.3 Commencement Ceremonies

1.3.1 Thursday, May 5, 2016 Education Celebration

The College of Education conducts and awards celebration and reception on Thursday May 5, 2016 at 5:00pm in the Campus Center Auditorium. The graduates are not seated in a specific order but are called to the stage based on awards and recognitions (which include undergraduates, masters and doctoral graduates). One still photograph should be taken before the graduate processes onto the stage, as well as when the graduate is greeted by the Emcee. An attractive and appropriate background must be provided by the successful bidder for the first photo.

1.3.2 Friday, May 6, 2016: Graduate School Commencement

The University anticipates that approximately 850 graduates will participate in the ceremony on Friday, May 6, 2016, 9:00 a.m. The ceremony takes place indoors in the Mullins Center, a sports/conference center. The graduates are NOT seated in a specific alphabetical order. The graduates are escorted single file to the stage. Names are read from a card the graduate presents to the reader. PhD candidates are individually hooded and then are greeted by the Dean, chancellor, and the President. Master's Degree candidates are greeted by the Dean, Chancellor, and the President. One still photograph should be taken before the graduate processes onto the stage, as well as when the graduate is greeted by the president. An attractive and appropriate background must be provided by the successful bidder for the first photo. The videographers will be recording for live feed to the video screens and will be standing beside the still photographer. The still photographers must cooperate with the videographer so that both have satisfactory camera views of the dean/graduate greeting.

1.3.3 Friday, May 6, 2016: Undergraduate Commencement

The university anticipates that approximately 5500 undergraduates will participate in one single ceremony on Friday, May 6, 2016, 4:30 p.m. The ceremony takes place outdoors at McGuirk Stadium (a football field), rain or shine. The students are not

seated in a specific order and will not require formal photos during the ceremony, but candid photos and public relations photos from all points of the ceremony are required.

1.4 School & College Senior Recognition Ceremonies

1.4.1 Friday, May 6, 2016 Ceremonies

Each ceremony listed below takes place indoors at various venues throughout the UMass Amherst campus. The graduates are typically NOT seated in a specific alphabetical order. The graduates are escorted single file to the stage. Names are read from a card the graduate presents to the reader. Students are greeted by the Dean/Director and department heads. One still photograph should be taken before the graduate processes onto the stage, as well as when the graduate is greeted by the Dean and presented the University medal. An attractive and appropriate background must be provided by the successful bidder for the first photo. During the ROTC ceremonies, a photograph should be taken of each new officer signing their commissioning documents. Each ceremony time, venue, and anticipated student attendance is listed below.

11:30 – 12:30 a.m.	Army ROTC	Bowker Auditorium, Stockbridge Hall	Approx. 110 graduates attending
11:30 – 12:30 a.m.	Air Force ROTC	Bernie Dallas Room, Goodell	Approx. 100 graduates attending
11:30 – 12:30 p.m.	Phi Beta Kappa	Campus Center Auditorium	Approx. 100 graduates attending

1.4.2 Friday, May 6, 2016: Commonwealth Honors College Celebration of Excellence

The University anticipates that approximately 700 graduates will participate in the ceremony on Friday, May 16, 2016, 1:30 p.m. The ceremony takes place indoors in the Mullins Center, a sports/conference center. The graduates are NOT seated in a specific alphabetical order. The graduates are escorted single file to the stage. Names are read from a card the graduate presents to the reader. Students are greeted by the Dean, Chancellor, and the President. One still photograph should be taken before the graduate processes onto the stage, as well as when the graduate is greeted by the president. An attractive and appropriate background must be provided by the successful bidder for the first photo.

1.4.3 Saturday, May 7, 2016: Stockbridge School of Agriculture Commencement

The University anticipates that approximately 65 graduates will participate in the ceremony on Saturday, May 7, 2016, 10:00 a.m. The ceremony takes place indoors in Bowker Auditorium in Stockbridge hall. The graduates are seated alphabetically by major. The graduates process single-file to the stage. Names are read from a list by the advisor. The photographer will receive the same list. The photographer's list includes contact information for the graduate. Candidates are greeted by the Director, the Dean, the Chancellor, and the President. Two still photographs should be taken, one as the Director is greeting the graduate and presenting the diploma cover, and the second as the graduate processes off the stage. An attractive and appropriate background must be provided by the successful bidder for the second photo. In addition, a class photo is taken with all graduates posed outdoors on the front steps of Stockbridge Hall.

1.4.4 Saturday, May 7, 2016 Ceremonies

Each ceremony listed below takes place indoors at various venues throughout the UMass Amherst campus. The graduates are typically NOT seated in a specific alphabetical order. The graduates are escorted single file to the stage. Names are read from a card the graduate presents to the reader. Students are greeted by the Dean/Director and department heads. One still photograph should be taken before the graduate processes onto the stage, as well as when the graduate is greeted by the Dean and presented the University medal. An attractive and appropriate background must be provided by the successful bidder for the first photo. Each ceremony time, venue, and anticipated student attendance is listed below.

Note: College of Natural Sciences concludes with a cap toss. Photographs of this should be taken.

9:00 – 10:30 a.m.	Engineering	Recreation Center	Approx. 400 graduates attending
9:00 – 10:30 a.m.	Isenberg School of Management	Mullins Center	Approx. 950 graduates attending
9:00 – 10:30 a.m.	University Without Walls/Cont. Educ.	Campus Center Auditorium	Approx. 150 graduates attending
9:00 – 10:30 a.m.	Nursing	Fine Arts Center	Approx. 150 graduates attending
9:00 – 10:30 a.m.	Education	Bernie Dallas Room, Goodell	Approx. 20 graduates attending
1:00 – 2:30 p.m.	Social and Behavioral Sciences	Mullins Center	Approx. 1200 graduates attending
1:00 – 2:30 p.m.	Public Health and Health Sciences – <i>Ceremony 1</i>	Fine Arts Center	Approx. 250 graduates attending
1:00 – 2:30 p.m.	Humanities and Fine Arts	Recreation Center	Approx. 500 graduates attending
1:00 – 2:30 p.m.	BDIC	Campus Center Auditorium	Approx. 120 graduates attending
3:30 – 5:00 p.m.	Public Health and Health Sciences – <i>Ceremony 2</i>	Fine Arts Center	Approx. 250 graduates attending
5:00 – 6:30 p.m.	Information and Computer Sciences	Recreation Center	Approx. 250 graduates attending
5:00 – 6:30 p.m.	Natural Sciences	Mullins Center	Approx. 1200 graduates attending

1.5 Graduate and Professional Photography Sitzings

1.5.1 The University will be offering to our students five (5) to eight (8) three-day sessions (consecutive days) for senior portrait sittings per academic calendar year, providing students the opportunity to pose in an undergraduate cap and gown (provided by the University), graduate regalia (provided by the University) or professional attire. Using backdrops or green screens, without sitting fees and preferably without pre-registration.

1.5.2 The awarded vendor will work directly with the Office of External Relations and University Events to determine dates and locations and will provide the University with marketing materials (full color posters and email) to promote these sessions.

1.6 Products, Services, and Customer Support by Graduate Photo Company

1.6.1 **Solicitation of Graduates** – proposals must define what methods will be used to contact the commencement participants prior to, and/or after the ceremonies and provide examples of all information that will be provided to the graduates in the photo order solicitation process.

1.6.2 **Products and Prices** – proposals must provide lists of products and prices which the Photography Company contemplates offering to the graduates. Include normal shipping and handling charges if applicable. Sample photos should all be included.

1.6.3 **Delivery Schedules** – Proposals must state delivery schedule for the number of days to post photo proofs online, to mail photo proofs to perspective purchasers, to deliver the finished prints to purchasers and the mode of delivery. Supportive statistics from the vendor's quality control procedures are useful in establishing these baselines. Also included should be a description of the tracking method used to track photographers relative to the individual as well as the institution.

1.6.4 **Additional Services Available** – Proposals must identify additional services the successful bidder is prepared to provide to the students and the cost for each.

1.6.5 **E-Commerce Innovations Available** – Describe the nature of online viewing and ordering of photos, online order entry, customer service and/or problem-resolution, and online privacy protection afforded graduate photos. Explain whether

photography company web site is self-hosted or outsources and how this is related to web-site reliability, timeliness or proof viewing, features available, and privacy protections afforded graduates and their families. Provide statistics on these items as appropriate as well as supporting color screen shots of appropriate web pages.

1.7 Event Management and Event Execution by Graduation Photo Company

1.7.1 Personnel – Proposals shall list personnel and a plan for adequate staffing for each individual ceremony. Included should be a list of photographers expected to work at the commencement ceremonies and their years of experience in this type of work. Also included should be a designated contact person for campus event managers to coordinate ceremony logistics with.

1.7.2 Equipment to be used – Proposals shall list the photographic equipment the bidder will use to provide the services described here herein. In addition, a written plan of execution of the ceremonies must be provided.

1.7.3 Online Innovations Supporting Event Management and Execution – Describe any novel digital technologies or online innovations used by the company to support the management and execution of large-scale graduation events and to manage both the work team of on-site photographers and the off-site support team as it related to event execution.

1.7.4 Qualification of Bidders – Proposals will be considered from firms with a demonstrated history of successfully providing similar service to other institutions of higher education with similar requirements. Vendors must provide evidence of experience, performance ability and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor’s proposal. Included should be a list of photographers expected to work at the commencement ceremonies and their years of experience in this type of work. If any on-line innovations are used in the process of managing or executing the event they should be noted in this section.

1.7.5 References – All offers shall include five (5) references for which the vendor has provided services for 4 years or longer, similar in scope, venue, and size to those identified herein. Specifically the vendor would indicate those institutions of higher education with graduating classes greater than 3000 with whom the vendor has worked. Vendor must specify references from schools with a format for recognizing graduates similar in number of lines and number of photographs to the format of the graduate and school/college ceremonies. At a minimum, the name of the institution, a contact person and a telephone number shall be provided.

1.8 Relationship of University Event Managers and Graduate Photo Company:

1.8.1 Payment to the University- Proposals must define what payment, if any, the successful bidder will provide to the University.

1.8.2 Requirements for University – Proposals must define what, if any, specific requirements the successful bidder would have of the University to provide these services.

1.8.3 Additional Value Added Services – Proposals must explain, what, if any, value added services it will provide to the University, including but not limited to marketing support for University initiatives. These can include added online services such as co-branded web sites, alumni stuffers and links to key university web pages from the Photography Company web site. If other products or services are available that are beneficial to other university offices, i.e. Alumni or Development, identify these products and services and provide relevant references, samples, cost data, and implementation options.

1.8.4 E-Commerce Innovations Available – Proposals must explain what, if any, e-commerce features and/or online innovations will be utilized to save University Event Managers time and/or money in the process of managing both the relationship with the photography company and the actual taking of graduate photos at the event.

1.8.5 Evaluation – Proposals will be evaluated by the appropriate committee of the University. Offers will be evaluated on the basis of experience, expertise, quality of references, services offered and price. The University will make an award to the vendor, which, in the University’s opinion, will offer this highest quality and service to the graduates. The University will be guided by the evaluations matrix (attached) as it makes this evaluation.

1.9 Contract Term:

This contract shall commence from date of the award through June 30, 2017 with the option to renew for an additional four (4) one-year terms with the mutual agreement of both the UNIVERSITY and the awarded vendor. All terms and conditions shall remain the same for the entire initial term period.

1st Renewal Term Date: July 1, 2017 through June 30, 2018

2nd Renewal Term Date: July 1, 2018 through June 30, 2019

3rd Renewal Term Date: July 1, 2019 through June 30, 2020

4th Renewal Term Date: July 1, 2020 through June 30, 2021

The University will reserve the right to exercise the renewal option on the vendor's previous performance at the commencement ceremonies and prevailing economic conditions.

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

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

Price Escalation – Prices quoted in this response for proposals shall remain fixed for one (1) year. The price for contract extensions, as specified in the preceding paragraph, shall be subject to negotiation. However, the University will not consider price increases in the absence of evidence which documents that the bidder costs have increased.

1.10 Insurance and Liability:

The awarded vendor shall purchase and maintain at its sole cost and expense throughout the term of this Agreement adequate insurance coverage necessary for the performance of the work under the Contract. Such insurance should include but not be limited to the following types and amounts of coverage:

- a. The following minimum insurance coverage is required.
 - i) Workers' Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.
 - ii) Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per accident. The policy must be endorsed to include the University as an additional insured.
 - iii) Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) per aggregate. The policy must be endorsed to include the University as an additional insured.
- b. All insurance maintained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best's Rating of not less than A- and be reasonably acceptable to the University.
- c. If requested by the University in writing, the Contractor shall furnish certified copies of the aforementioned policies to the University's designated representative.
- d. All insurance maintained by the Contractor shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributing. The Contractor shall provide the University with certificates of insurance evidencing the above referenced insurance policies within ten (10) days of the execution of this Agreement.

- e. The certificates shall contain an unequivocal provision that the University shall be given thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage.
- f. Contractor shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that Section requires Contractor to have.
- g. Contractor's and/or Contractor's subcontractor's failure to provide or to continue in full force the insurance that this section requires shall be a material breach of this Agreement and may, at the sole determination of the University, result in termination of this Agreement for cause.

1.11 "Or Approved Equal" Specifications:

1.11.1 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.

1.11.2 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.

1.11.3 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.

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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. **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:

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.

2.7 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 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# 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 Freedom of Information act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the ACT 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.

2.8.4 The University will fulfill requests for documents related to an electronic bid opening made within fourteen (14) days after the bid opening date and time for no fee. Any request for documents after the fourteen (14) day period will still be subject to a fee in accordance with the Massachusetts Public Records Law (M.G.L. Chapter 66, Section 10).

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. 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 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.

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

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 Vendor returns University data and does not retain a copy, to the University upon termination, cancellation, expiration or other conclusion of the agreement, unless the University requests that the data be destroyed.

2.36.5 The Vendor shall retain any University data only as long as needed for the specified purposes and to securely dispose of any University data when there is no longer a business need to retain that data.

2.36.6 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 If, in the course of its engagement by University, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) and if applicable, Payment Application Data Security Standard (“PA DSS”) requirements, including remaining aware at all times of changes to these standards and promptly implementing all procedures and practices as may be necessary to remain in compliance with these standards, including promptly notifying the University of its non-compliance, in each case, at Contractor’s sole cost and expensed. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI Security Standards Council (“PCI SSC”) in the performance of their individual and mutual responsibilities under this Agreement.

2.37.2 At the time of engagement, and annually thereafter, the Contractor must submit to the University their Attestation of Compliance.

2.37.3 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.

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.

2.39 Damages and/or Defective Merchandise:

The successful bidder will be required to replace at no charge to the University of Massachusetts (including freight and handling) any shipment in which defects or damages are discovered and/or merchandise is non-conforming to specifications, after the shipment has been received. The awarded vendor must address these defects or damage complaints within 7-working days of such complaints.

If the vendor fails to perform, provides non-conforming or damaged merchandise or the order is cancelled for cause, the University may be entitled to compensation by reimbursement or by other legal remedy liquidated damages including, but not limited to, the following:

1. The additional cost of services or goods bought elsewhere
2. Cost of repeating the bid or proposal procedure
3. Any expense incurred because of delay in service or delivery
4. Any other damages caused by or antecedent to a breach of contract by the vendor

PART III
RFB STATUS AND SUBMISSION INFORMATION

3.0 RFB 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, buy based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFB 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 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:

3.2.1 Submission of a bid indicates that the bidder has read, completely understands and agrees with this Request for Bid 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 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.

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. 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. 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.

3.2.9 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.

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

3.2.11 Each bid 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.

3.3 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. 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.

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 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, 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. 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

3.8 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.

3.9 Bid Express – Electronic Submission of Bid Response:

3.9.1 All bids at the University of Massachusetts Amherst are available for bidding on the Bid Express website at www.bidexpress.com. Registration and Digital ID creation are free.

3.9.2 It can take up to five (5) business days to process your Digital ID and it is highly recommended that a Digital ID be enabled 48 hours in advance of submitting an electronic bid.

3.9.3 Please plan accordingly.

3.9.4 A fee of \$25.00 will be incurred for those vendors who wish to bid electronically on a pay-per-solicitation basis.

3.9.5 The Bid Express system has multiple areas that you can attach anything related to the bid response. The bid response is not limited to the solicitation document only. A vendor can merge the additional supporting documents to create a single file uploaded or you can keep them separate and attach supporting documents under “Additional Bid Response” where there are five (5) extra upload areas for each bid response.

3.9.6 The University will fulfill requests for documents related to an electronic bid opening made within fourteen (14) days after the bid opening date and time for no fee. Any request for documents after the fourteen (14) day period will still be subject to a fee in accordance with the Massachusetts Public Records Law (M.G.L. Chapter 66, Section 10).

3.10 Bid Opening Time and Date:

Bidders shall deliver **one (1) copy** of their bid response in its entirety including supporting documentation as required in the bid specifications to Bid Express via: www.bidexpress.com by **March 16, 2016 at 1:00 pm, EDST** at which time the bids will be opened and publicly read. Bids shall be clearly marked and addressed via Bid Express to:

**University of Massachusetts
Procurement Department
407 Goodell Building; 140 Hicks Way
Amherst, MA 01003
Fax 413-545-1643
*Attention: RFB AA16-RH-5104***

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

3.10.2 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.

3.10.3 It is the sole responsibility of the bidder to insure that its bid is delivered to Bid Express – www.bidexpress.com **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.

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

3.10.5 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.

3.11 Bid Results and the Right to Split Awards:

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

3.11.2 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.

3.11.3 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.

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

3.12.1 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.

3.12.2 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.

3.12.3 Any samples and/or supporting documentation that is required in the bid specifications must be delivered at the time of bid opening to: Bid Express – www.bidexpress.com

3.12.4 All questions from prospective vendors regarding this Request for Bid shall be referred to the Purchasing Manager in the Procurement Department via email by March 8, 2016 at 2:00 PM. The contact information for this individual is:

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

3.12.5 No telephone calls will be entertained.

3.12.6 Inquiries received after the specified date and time will not be accepted. The University post its response to all questions to all bidders of record by formal addendum March 9, 2016 to the Procurement Web-Site. To access this information please go to: <http://www.umass.edu/procurement/bidsopen.htm>

3.12.7 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.

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

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