

AA10-AS-3368
ASIAN SPECIALTY PRODUCTS

1. Product Specifications, Quality, and Consistency

The University of Massachusetts at Amherst is requesting bids for Asian specialty products that will include but not be limited to the items listed on Attachment A. While exact usage figures are not available, the annual expenditure for these products has been approximately \$275,000 per year. Please provide pricing that will remain firm for one year from the date of this award for the items on the list. You may also provide pricing for any other items that you wish to include.

2. Pricing

This bid will be awarded to the bidder offering the best product and price combination. Pricing shall remain firm for the first year of the contract. If rebates are available, explain how they are determined. If the University elects to extend the contract for an additional year, please indicate the Percentage (%) increase, if any, for each additional year.

Year 2 _____%

Year 3 _____%

3. Placement and Delivery of Order

The University will order two times per week on an as needed basis, and the vendor will be required to deliver orders to multiple locations on the Amherst campus. Products are to be delivered daily Monday through Friday before 12:00 noon.

4. Reputation, Experience and References

History of the company must be provided to show demonstrated experience.

List three references.

Site visit may be requested.

5. Food Safety/Sanitation Compliance

HACCP (Hazard Assessment of Critical Control Points) compliance is preferred.

6. Accounts

Each unit location requires that a separate account be established.

7. Invoices

All deliveries must be accompanied by three copies of the delivery invoice. This invoice must indicate the quantities of each item delivered, the date of delivery, and the price per item with extensions. A separate delivery invoice is required for each dining location. All invoices must be signed by an authorized person. The University will determine the list of staff authorized to sign for Asian Specialty products. The University reserves the right to refuse payment on any invoices not signed or signed by an unauthorized person.

8. Recordkeeping, Audit, and Inspection of Records:

The vendor 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 (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 there from, or until the end of the applicable retention period, whichever is later. The federal grantor agency, 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, and other compilations of data of the Contractor which pertain to the provisions and requirements of the Contract. Such access shall include on-site audits, review and copying of records

9. Non-Conforming and / or Defective Product:

If vendor delivers non-conforming or defective product, vendor shall replace all non-conforming or defective product within (4) four hours of notice by the University. Costs incurred for replacement of all non-conforming or defective product shall be the responsibility of the vendor.

10. Duration of Contract:

The contract will be in effect for the period of date of award through June 30, 2010 with an option to renew for (2) additional one-year terms, based on mutual agreement of the successful bidder and the University at least 30 days prior to the end of the respective period. Terms and conditions shall remain firm throughout the term of the contract.

11. Acceptance / Rejection of Bid:

Only bids that are received by the bid opening date and time will be considered. The University reserves the right to reject any or all bids, wholly or in part and to make an award in a manner deemed by the Director of Procurement at the Amherst campus to be in the University's best interest. The University reserves the right to make a partial award for the services requested, or to make an award to more than one vendor.

12. Public Information:

All bids and related documents submitted in response to this RFB are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, 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.

13. Cost to Submit / Present Bid:

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

14. Compensation:

Invoices submitted to the University by the successful bidder for work done under the contract will be itemized and priced out by the successful bidder in accordance with the figures contained in the bidders response to this RFB and the Bid Response Form. Therefore, bids must be all inclusive. All payments shall be made in arrears, after the services have been rendered to the satisfaction of the University.

15. Alterations to Bid:

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

16. Bid Opening Date / Time

Bidders shall deliver their bid to the following address **by 2:00 p.m. on June 23, 2009** at which time the bids will be opened and publicly read.

**University of Massachusetts
Procurement Department
140 Hicks Way
407 Goodell Bldg.
Amherst, MA 01003**

Attn: RFB No. AA10-AS- 3368

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 will not be considered, and will be placed unopened in the bid file.

17. Additional Terms and Conditions:

In the event product fails to meet product specification and acceptance criteria and has been rejected (2) two or more times during the term of this contract, the University, at it's option has the right to cancel contract without liability, except for payment of any balance due for product delivered and accepted by the University, prior to termination notice.

- Vendor is responsible for product delivery including loading and unloading of product, and transportation until fully accepted by owner.
- A signature of delivery by a University employee at the Amherst facility is not an acceptance or release of obligation to the vendor from the University. The University has (2) two hours from receipt of delivery to reject product.
- Vendor may not assign this agreement or any obligation or right under it, without written consent of the University. Failure to obtain written permission will constitute a breach of contract and is cause for the University, at its option, to terminate this contract / agreement.
- Failure to deliver product as stipulated under the contract constitutes a breach of contract and is cause for the University, at its option, to terminate this contract / agreement.
- The seller shall be responsible for making arrangements with the University's parking services office for seller's employees and sub-contractors. All costs will be borne by the seller.

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Asian Specialty Products
ATTACHMENT A - BID FORM
Asian Specialty Product Bid Item List
(attach additional pages if necessary)

Product	Pack	Bid Price
Chopsticks	40/100	
Sushi Age	12/4oz	
Crab Meat (Shirakiku)	20/1.1lb	
Pho Noodle	30/1lb	
Masago	4.4lbs	
Crab Meat (Osaki))	20/1.1lbs	
Kamaboko	24/6.5oz	
Sushi Vinegar	12/24oz	
Sesame Seed Yellow	4lbs	
Sesame Seed Black	4lbs	
Unagi	11lbs	
Seaweed	5/200sheets	
Dried Seaweed	50/20oz	
Wasabi	2.2lbs	
Sushi Rice	20lbs	
Sushi Rice	40lbs	
Sushi Ginger	20lbs	
Danmuji (Pickled Radish)	8.85lbs	
Fish Cake	35/11.2oz	
Black Bean Sauce	12x8oz	
Hoisin Sauce	12/20oz	
Kochujang (Red Chili Paste)	6.6lb	
Ground Bean Sauce	24/13oz	
Japchae	44/12oz	
Kimchee	gallon	
Miso Bulk	40lbs	
Shanghai Bak Choy	30lbs	
Wontong	12/1lb	
Wood Ear Mushroom	3oz	
Fish Sauce	23oz	
Soba Noodles	24/cs	
Udon Noodles	lb	
Thai Rice Noodles	30-12oz	
VENDOR: _____		
NAME: _____		
SIGNATURE: _____		