



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 # AA10-RH-3403

		RFB Opening Date & Time: July 14, 2009 @ 1:00 PM	
		Requested by: Meredith Schmidt Department: Auxiliary Services Phone: 413-545-0585 Date Prepared: 6/29/2009	
	Description	Unit Price	Total Price
	BIDS ARE REQUESTED FOR A CONCESSIONAIRE TO OPERATE THE UNISEX BARBER SHOP CONCESSION AT THE CAMPUS CENTER / STUDENT UNION COMPLEX ON A RENTAL BASES PER THE ATTACHED SPECIFICATIONS FOR THE BID OPENING ON JULY 14, 2009 @ 1:00 P.M.		
	Contract Term: August 1, 2009 to June 31, 2012 with an option to renew for two (2) additional one-year periods.		
	Rental minimum shall be \$1,000 per month / \$ 12,000 per year. Bid Price (Rental) per month / per year. 8/1/2009 to 7/31/2010: _____ per month / _____ per year 8/1/2010 to 7/31/2011: _____ per month / _____ per year 8/1/2011 to 7/31/2012: _____ per month / _____ per year		

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.
- 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.

Vendor Name: _____

Address: _____ City: _____ State: _____ ZIP: _____

Telephone: _____ FAX: _____ E-Mail Address: _____

Name of Person Submitting Bid: _____

Authorized Signature: _____



**University of Massachusetts Amherst
Department of Procurement
Request for Bids:**

**Barber Shop Concession at the
Campus Center / Student Union
per the attached specifications**

RFB# AA10-RH-3403

Bid Opening Date – July 14, 2009 @ 1:00 p.m.

**MURRAY D. LINCOLN CAMPUS CENTER
CONCESSIONAIRE AGREEMENT**

THIS AGREEMENT, made and entered into this first day of August 2009 by and between _____ hereinafter called “Concessionaire” and the Murray D. Lincoln Campus Center / Student Union of the University of Massachusetts, Amherst, hereinafter called “Campus Center”.

ARTICLE I

1. Campus Center agrees:
 - a. To grant to CONCESSIONAIRE a concession to operate a Unisex Barber Shop, as defined in Chapter 112, Section 87F, or Annotated Laws of Massachusetts, on the premises of the Campus Center. This concession activity will be carried on in room 223A of the Campus Center.
 - b. To furnish, for use of CONCESSIONAIRE in the operation of concession and while this Agreement is in effect, two hundred forty-three (243) square feet of floor space, providing equipment, utilities and services indicated in Attachment # 1, which is incorporated by reference.

ARTICLE II

1. CONCESSIONAIRE agrees:
 - a. To provide an establishment that will serve the entire University community and its guests. Therefore, bidders must be specific in defining the services they intend to provide. Minimally, services will include regular haircuts, layer cuts, hair styling and beard trims.
 - b. To charge, for services herein involved, only such prices as are approved by the Campus Center, to keep conspicuously posted at that place of business a list of all prices as approved by the Campus Center. Price changes are not permitted during the first year of the contract. Future price increases shall be approved in writing by the University.
 - c. To provide and maintain current 2009 / 2010 school year pricing for the first year of the contract as follows:

1). Minimal Services: (Men and Women)

	<u>2009 Prices</u>	<u>Bid Price</u>
Regular Hair Cut	\$ 11.00	_____
Wet/Layer Cut	\$ 14.00	_____
Styling	\$ 14.00	_____
Flat Top	\$ 10.00	_____
Beard Trim	\$ 6.00	_____

Other services and prices will be at the discretion of the concessionaire. All price increases must first be approved by the University.

2). Added Services:

At the discretion of the concessionaire.

- d. The services to be rendered shall be of high quality and shall be so maintained to the continuing satisfaction of the Campus Center. CONCESSIONAIRE agrees, to accept and adhere to Campus Center policy of customer satisfaction guaranteed or refund of purchase price; also to adhere to all University regulations.
 - e. Unless otherwise provided herein, to furnish, install, maintain and move, at CONCESSIONAIRE'S own expense, all equipment, machinery, tools and other supplies and materials necessary in conducting the concession.
 - f. To pay promptly and according to the terms thereof all indebtedness contracted in the connection with the conduct of the concession.
 - g. At the CONCESSIONAIRE'S expense to obtain all necessary permits, give all necessary notices, pay all license fees; comply with all applicable municipal, State, Federal laws, rules, ordinances, or regulations to the business carried on under this Agreement; and to assume complete and sole liability for all Federal, State or local taxes applicable to the property, income, and transactions of the concession; and where required by the applicable laws and regulations, to collect the amount for the State and local sales taxes.
 - h. To keep the premises covered by this Agreement at all times clean, orderly, attractive, and in sanitary condition to the satisfaction of the Campus Center and health authorities; to make no alterations in the premises without prior approval; to maintain the premises in good repair and assume all expense of ordinary running repairs; and to comply with all fire regulations. At the termination of this Agreement, to yield up said premises in as good order and conditions as when the same were entered upon by CONCESSIONAIRE, damage by fire or inevitable accident or ordinary wear and tear expected.
 - i. To employ only persons who meet the health standards prescribed by law for the particular type of employment engaged upon.
 - j. That if, in the opinion of the Campus Center, the conduct of any employees of CONCESSIONAIRE in and about the premises covered by this Agreement interferes with proper service or with proper discipline, at the request of the Campus Center Director to remove such employees from service at the concession.
 - k. Hours of operation shall be defined by the University.
 - j. Barber Shop shall be closed when the Campus Center is closed.
2. To protect the Campus Center, CONCESSIONAIRE agrees:
- a. To indemnify, save harmless and defend Campus Center and the University of Massachusetts, it's trustees, employees and agents, from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of claims on account of or in any manner predicted upon loss of or damage to the property of and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by CONCESSIONAIRE, his agents, servants, or employees, while in, upon the concessions location, and to indemnify and save harmless the Campus Center and the University from and in account of damages of any kind, the Campus Center and the University may suffer as the result of the acts of any CONCESSIONAIRE'S servants or employees in or about the concession location.
 - b. CONCESSIONAIRE must possess a minimum of \$300,000.00 of General Liability Insurance and shall furnish the Campus Center with certificates of insurance. Prior notice shall be given to the Campus Center in the event of modification, cancellation, or non-renewal of any such insurance coverage.

3. Where CONCESSIONAIRE is furnished Campus Center-owned furniture, equipment, machinery and tools, the CONCESSIONAIRE agrees:
 - a. To maintain, repair, and replace at CONCESSIONAIRE'S own expense, all furniture, equipment, machinery and tools furnished CONCESSIONAIRE by Campus Center as listed and described in Attachment I.
 - b. At the termination of this Agreement, to yield up any furniture, equipment, machinery, and tools furnished CONCESSIONAIRE by the Campus Center in as good order and condition as the same now are. Damage By fire or inevitable accident or ordinary wear and tear is expected.
4. CONCESSIONAIRE agrees that he shall not:
 - a. As an independent contractor, represent itself as an agent or representative of the Campus Center.
 - b. Sell or remove any equipment or fixtures of said concession without prior consent of the Campus Center.
 - c. Assign any of the premises assigned to him/her or assign to another the conduct of his business without first obtaining written modification of the Agreement by the Campus Center. No assignment or transfer no matter how accomplished shall be effective nor shall any assignee or transferee acquire any rights to or under the Agreement unless prior consent to any such assignment or transfer is obtained, which consent shall be evidenced only by a written instrument executed by the parties hereto and with the same formalities as are required for the execution of this Agreement.

ARTICLE III

1. It is mutually agreed the CONCESSIONAIRE shall:
 - a. Pay a yearly rental of \$_____ to be paid in twelve (12) equal, consecutive payments to the Campus Center. Payments are due the first work day of each month and payable to "The Campus Center".
2. It is mutually agreed:
 - a. The term of this Agreement, unless terminated, shall be for three (3) years from date hereof. Agreement may be renewed for an additional year upon mutual agreement of the parties in writing, but not for more than two (2) consecutive years after the initial term expires. The final renewal of this Agreement will termination July 31 so that future agreements will commence on August 1st.
 - b. This Agreement may be terminated, at the option of the Campus Center, immediately upon written notice by Campus Center to CONCESSIONAIRE, if CONCESSIONAIRE wrongfully and willfully violates the Conditions of this Agreement.
 - c. This Agreement may be terminated by either party upon thirty (30) days notice in writing to the other party.
 - d. Upon termination of this Agreement, CONCESSIONAIRE will settle his account with Campus Center and promptly remove all personal property to which he has title from the Campus Center. Upon failure to do so, the Campus Center Director may cause such CONCESSIONAIRE'S property to be removed and stored in a public warehouse at CONCESSIONAIRE'S expense.

ARTICLE IV

This Agreement may not be modified orally and any modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

ARTICLE V

CAMPUS CENTER PROVIDED EQUIPMENT, UTILITIES AND SERVICES

EQUIPMENT

Barber Shop equipment consisting of:

- Four (4) Barber Chairs
- One (1) Bench
- One (1) Sink
- One (1) Cabinet
- Four (4) Mirrors

UTILITIES

Electricity, water, heat and air-conditioning will be provided at no charge to the CONCESSIONAIRE. Telephone service available at CONCESSIONAIRE'S expense.

SERVICES

No services provided which are not specifically defined in the Agreement.

For example: Trash removal and cleaning are a responsibility of the CONCESSIONAIRE and subject to the satisfaction of the Campus Center.

These services can be negotiated with the University for an additional monthly expense.

ARTICLE VI

This contract will commence on August 1, 2009 and terminate on July 31, 2012 with the option to renew for two additional years.

IN WITNESS WHEREOF, the parties hereunto and to a duplicate hereof, set their hands and seals.

**UNIVERSITY OF MASSACHUSETTS
RENTAL AGENT**

Meredith Schmidt, Director
Campus Center Business and Facilities Services

Official Business Name

Signature

Signature

Ashoke Ganguli, Director
Auxiliary Services

Typed Name and Title

Date

Signature

To make arrangements to review the campus location and equipment contact Meredith Schmidt @ 413-545-0585 to set up an appointment.

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.

The successful bidder will be required to provide 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: www.umass.edu/procurement - Click on "Forms" – Click on "University of Massachusetts Substitute W-9 Form".

Bidders shall deliver their bid response to the following address by **Tuesday, July 14, 2009 at 1:00pm, 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 Bldg. ~ 140 Hicks Way
Amherst, MA 01003
Fax 413-545-1643**

Attention: RFB AA10-RH-3403

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. Faxed bids will be accepted, provided the original is received within 5 working days after bid deadline submission date.

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, by Wednesday, July 8, 2009 at 2:00 PM. No telephone calls will be entertained. Inquiries received after the specified date and time will not be accepted. The University will E-Mail its response to all questions to all bidders of record by formal addendum by Thursday, July 9, 2009. 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**

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.