



# UNIVERSITY OF MASSACHUSETTS-AMHERST

Procurement Department  
407 Goodell Bldg., 140 Hicks Way  
Amherst, MA 01003-9334

voice: 413-545-0361 fax: 413-545-1643

mail: [procurement@admin.umass.edu](mailto:procurement@admin.umass.edu) Web Page: [www.umass.edu/procurement](http://www.umass.edu/procurement)

(THIS IS NOT AN ORDER)

## REQUEST FOR BID # AA12-RH-4345

		RFB Opening Date & Time: <b>August 31, 2011 @ 1:00 PM</b>	
		Requested by: Leslie Marsland Department: Health Services Phone: 413-577-5038 Date Prepared: 8/16/2011	
	Description	Unit Price	Total Price
	<b>BIDS ARE REQUESTED TO PROVIDE THE CONTRACT FOR MISCELLANEOUS FINISHED STOCK LENSES PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUALS FOR THE BID OPENING ON AUGUST 31, 2011 @ 1:00 P.M. DST</b>		
	The University reserves the right to make partial awards for the services requested or to make an award to more than one vendor.		
	<b>Contract Term: Date of Award to August 31, 2012 with the option to renew for two (2) additional one-year terms.</b>		
	<b>Total Bid Price &gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;</b>		

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

**Your signature below signifies that your company complies with the RFB.**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Name of Person Submitting Bid: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

R# 117682



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

**Contract: Miscellaneous Finished Stock Lenses  
per the attached specifications or approved equal**

**RFB# AA12-RH-4345**

**Bid Opening Date – August 31, 2011 @ 1:00 p.m. DST**

The Department of Health Services at the University of Massachusetts Amherst is seeking bids to provide the Contact: Miscellaneous Finished Stock Lenses per the following specifications or approved equal.

1. The University Health Services reserves the right to reject any or all bids, wholly or in part, and to make the award in a manner deemed to be in the best interest of the University.
2. Bidders are to indicate warranty and return policy on contact lenses.
3. The quantities are representative totals for annual usage of finished stock lenses. No guarantee of volume is made.
4. Service is to include shipment of lenses within seven (7) working days of phone order to:

University of Massachusetts Amherst  
University Health Services  
150 Infirmary Way  
Amherst, MA 01003.

5. Bid prices shall remain firm for the term of the contact.
6. Bidders are asked to indicate the percentage of discount that may be applied to lenses not specifically asked for in the attachment. Please attach a copy of your current price list and indicate the percentage of discount that may be applied. List prices and discounts shall remain firm throughout the term of the contract.

We offer University Health Services a discount of \_\_\_\_\_ % from our list prices for those lenses not specifically priced in the attachment.

7. The University Health Services may require that finished stock lenses be sent directly to the patient's home address, with all invoicing to be sent to University Health Services. Please include a full description of this service, including any written agreements with full cost for this service.
8. All lenses will be ordered on an "as-needed" basis.
9. No substitutions on product once the order has been placed.
10. **Shipping of any number of revenue boxes to University Health Services via courier.**

Please indicate if there is **no charge** for shipping under this contract: \_\_\_\_\_

Please indicate the cost for shipping, (if any) per shipment is: \$\_\_\_\_\_

Please indicate the additional cost of overnight shipping via COURIER per shipment is: \$ \_\_\_\_\_

**Contract Term:**

This contract shall commence from the date of the award through August 31, 2012 with the option to renew for an additional two (2) one-year terms based upon the mutual agreement of the awarded vendor.

1<sup>st</sup> Renewal Term: September 1, 2012 through August 31, 2013  
2<sup>nd</sup> Renewal Term: September 1, 2013 through August 31, 2014

All terms and conditions will remain the same for all option periods.

Subject to the appropriation of funds, may the University extend this contract for two (2) additional one-year periods. Initial your acceptance or denial of the contract renewal option below.

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

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

**Termination of Contract:**

- With Cause: The contract may be terminated, for just cause, by either party at any time by giving the other party (60) sixty days written notice of such termination. If the affected party corrects the problem within the (60) sixty-day period, the contract will remain in effect.
- Without Cause: The contract may be terminated, without cause, by the University at any time giving (120) one hundred twenty days written notice to the vendor.

**Due to budget constraints, quantities may change.**

Delivery Lead-time after receipt of order: \_\_\_\_\_

Delivery: FOB Destination, Amherst, MA

***Any merchandise damaged by the shipper will not be accepted and will not be paid for.***

To arrange for delivery, please contact:

University of Massachusetts  
Attn: Ms. Emily Melby, Manager of Eye Care Services  
Ms. Leslie Marsland, Health Services  
University Health Services  
150 Infirmary Way  
Amherst, MA 01003  
Phone: 413-577-5383 / E-Mail: [ewegner@uhs.umass.edu](mailto:ewegner@uhs.umass.edu)  
Phone: 413-577-5038 / E-Mail: [lmarsland@uhs.umass.edu](mailto:lmarsland@uhs.umass.edu)

**Special Note: If you are submitting a bid on an “approved equal” all detailed information on the product must be included within the bid. Failure to include this information may disqualify the bid.**

**“Or Approved Equal” Specifications:**

Any reference to brand names and numbers in this solicitation is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the offer clearly describes the article offered and how it differs from the referenced brands. Unless the respondent specified otherwise, it is understood that the respondent is offering a referenced brand item as specified in the solicitation. The University will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the University may require a respondent offering a substitute to supply additional descriptive material and a sample.

If items requested have quality guidelines of brand name or equal; the items offered must be equal to or better than the brands and model numbers specified as determined by the University of Massachusetts. The use of brand names in this solicitation are for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated may be considered for award. “Or Equal” submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use.

**Order Placement:**

University Department will place orders with a University Purchase Orders or use of the University PROCard Credit Card.

**Payment:**

The University’s payment terms are net thirty (30) days from the date of receipt of contractor’s invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Massachusetts General Laws ch. 29 §29C and with Commonwealth regulation 815 C.M.R. 4.00.

**Certification:**

Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, ch.152. Pursuant to federal law, contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

**Independent Contractor Status:**

The contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the contractor.

**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.

**Affirmative Action, Equal Opportunity Employer:**

The University of Massachusetts is an Affirmative Action, Equal Opportunity Employer and as such prohibits discrimination on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity and expression, genetic information and any other class of individuals protected from discrimination under state or federal law in any aspect of the admission or treatment of students or in employment. The successful Contractor shall adhere to the same principles.

**Rehabilitation Compliance:**

In accordance with Section 504 of the Rehabilitation Act of 1973 and the implementing regulations of that Federal Act (45 CFR 84), the University of Massachusetts / Amherst does not discriminate on the basis of handicap in admission or access to, or treatment of employment in the programs and activities which the University operates. Inquiries concerning compliance with the regulations stated in the Federal Act should be directed to the Chancellor's Office; Whitmore Building; Amherst, MA 01003 Phone: 413-545-2004.

**Recordkeeping, Audit and Inspection of Records:**

The contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records

**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.

**Choice of Law:**

The laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement. The contractor agrees to bring any federal or state legal proceedings arising under this Contract in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties.

**Indemnification of the University:**

The contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting 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.

**Tax Exempt Status:**

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

**Sustainability:**

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

- ◆ Describe the tools and resources that are available to our campuses.
- ◆ Describe what initiatives your company has implemented and is working on.
- ◆ Are green and recycled products clearly identified on your web ordering system so users can easily recognize them when ordering?

The University recommends that vendors use recycled paper and double-sided copying for production of all printed and photocopied documents.

**Data Security and Breach Notification:**

The vendor shall protect data and information provided by the University to Vendor (“University Data”) to commercially acceptable standards and no less rigorously than it protects its own confidential information.

The vendor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of University data.

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

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

The Vendor agrees to notify the University immediately if any breach of the security, confidentiality or integrity of University data occurs; assist the University in any subsequent investigation and notification processes; and to otherwise comply with all applicable Massachusetts and federal laws and regulations regarding data security and breach notifications, such as M.G.L. c. 93H and Health Information Technology for Economic and Clinical Health Act (HITECH Act).

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

Treasurers Office required language:

Service Providers and third-party providers and the “UMASS merchant” represent and warrant to the other party that it is Payment Card Industry Data Security Standard (PCI-DSS) compliant and shall remain compliant during the term of the

Agreement. In the case of a third-party application, the applications will be listed as PA DSS compliant at the time of implementation by the University. In either situation, should either party become non-compliant during the term, the non-compliant party shall promptly notify the other party of its non-compliance status. Both parties are responsible for the security of the cardholder data that is in such party's control or possession, as mandated by PCI DSS in the performance of their individual and mutual responsibilities under this Agreement.

Service Providers must be listed on the Visa Global List of PCI DSS Validated Service Providers. Third-party applications must be listed on the PCI Security Standards Council List of Validated Payment Applications (PA-DSS). Should the Service Provider or Third Party Application not be listed, a letter from a Qualified Security Assessor stating compliance must be submitted.

**Bid Response Sheet:**

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

**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.

**Submission of a Bid:**

Submission of a bid indicates that the bidder has read, completely understands and agrees with this Request for Bid document. If the bidder takes exception to any of the contract terms and conditions contained herein, the bidder shall so note it as an exception in this Bid Response, referencing the section and item number and giving a complete explanation for the exception. The University reserves the right to use any such exception as grounds for rejection of the bid.

**Bid Opening Time and Date:** Bidders shall deliver **two (2) copies** of their bid response in its entirety including all requested samples and/or supporting documentation as required in the bid specifications to the following address by **August 31, 2011 at 1:00 pm, DST at which time the bids will be opened and publicly read.** Bids shall be clearly marked and addressed to:

**University of Massachusetts  
Procurement Department  
407 Goodell Building ~ 140 Hicks Way  
Amherst, MA 01003  
Fax 413-545-1643  
*Attention: RFB# AA12-RH-4345***

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

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

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

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](http://www.umass.edu/procurement) - Click on "Forms" – Click on "University of Massachusetts Substitute W-9 Form".

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, August 24, 2011 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 5:00 pm on Thursday, August 25, 2011. 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](mailto: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.

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

**University of Massachusetts Amherst**

**Bid Response Sheet**

**RFB# AA12-RH-4345 – Contract: Miscellaneous Finished Stock Lenses**

**per the following specifications or approved equal**

**Bid Opening Date: August 31, 2011 @ 1:00 pm DST**

All responses to this bid shall be made on this Bid Response sheet or an exact facsimile thereof. Responses in a form which significantly deviate from the stated response parameters will not be reviewed and may be grounds for disqualification by the University.

Quantity	Unit of Measure	Description	Unit Price	Total Price
20	Pair	1.74 Aspheric w/ AR*		
10	Pair	1.67 Aspheric w/ AR*		
30	Pair	1.67 Aspheric w/ Avance		
20	Pair	1.67 Aspheric w/ Alize		
20	Pair	1.67 Aspheric Hard Coat		
20	Pair	1.60 Aspheric w/ AR*		
10	Pair	1.60 Aspheric Hard Coat		
10	Pair	1.60 Spherical AR*		
10	Pair	1.60 Spherical Hard Coat		
10	Pair	Trivex Hard Coat		
20	Pair	Trivex w/ AR*		
10	Pair	Polycarbonate Aspheric AR*		
60	Pair	Poly Aspheric Avance		
30	Pair	Poly Aspheric Alize		
20	Pair	Polycarbonate Spherical AR*		
20	Pair	Polycarbonate Sph. Avance		
20	Pair	Polycarbonate Sph. Alize		
50	Pair	Polycarbonate Sph. Hard Coat		
100	Pair	CR-39 Plastic w/ AR*		
140	Pair	CR-39 Plastic Avance		
100	Pair	CR-39 Plastic Alize		

Quantity	Unit of Measure	Description	Unit Price	Total Price
200	Pair	CR-39 Plastic Hard Coat		
50	Pair	CR-39 Plastic Uncoated		
20	Pair	Transitions Poly AR*		
30	Pair	Transitions Poly Avance		
10	Pair	Transitions Poly Alize		
10	Pair	Transitions Trivex Hard Coat		
30	Pair	Transitions CR-39 Hard Coat		
<b>Total Bid Price &gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;</b>				

**Delivery lead-time after receipt of order:** \_\_\_\_\_

**Special Note:** \* Very Best Quality In House AR

**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:** \_\_\_\_\_