



University of Massachusetts Amherst
Department of Procurement
Request for Bids:
Provide, Deliver, Uncrate and Set-in Place
Fabricated Counters for the Franklin Dining Commons
per the attached specifications or approved equal

RFB# AA12-RH-4438

Bid Opening Date – November 30, 2011 @ 1:00 p.m. EST

The Auxiliary Services Department at the University of Massachusetts Amherst is requesting bids from qualified vendors to provide, furnish, deliver, uncrate and set-in place Fabricated Counters for the Franklin Dining Commons per the following specifications or approved equal. The vendor will be responsible for fitting and setting the equipment in place. If you are submitting a bid response of an “approved equal”, you must include all specifications and technical information in the bid response. Failure to supply this information may be grounds for rejection by the UNIVERSITY.

All removal and disposing of the existing equipment to be completed by the UNIVERSITY.

All trade labor, electrical and plumbing hookups and installations to be provided by the UNIVERSITY.

Requested delivery on or before: January 3, 2012

Delivery Lead-time after receipt of order: _____

Specifications:

Quantity	Description
3 each	9 ft. Beverage Counters to be delivered and set-in place in the North Serving Area (see attached drawings)
2 each	10 ft. 6” Beverage Counters to be delivered and set-in place in the South Serving Area (see attached drawings)
1 each	Wok Station to be delivered, set and welded in place; existing stainless steel counter top to be cut out.
1 each	Quick Switch – Hot-Cold Drop-in - # QSCHP-2 – 2-well unit.

- There will be a total of five (5) beverage counters and one (1) Wok station that will need to be fabricated and set-in place.
- The Wok units will not be part of this bid.
- The new fabricated wok station will need to be welded in place by the awarded vendor.
- A welding hot works permit will need to be obtained and paid for by the awarded vendor.
- The existing stainless steel counter top where the wok station will go will need to be cut out by the awarded vendor.

Special Note: There is a Mandatory Site visit scheduled for: Tuesday, November 22, 2011 @ 9:00 am. Please contact Chris Howland in Auxiliary Services for details at: 413-545-5385 or E-mail: chowland@mail.aux.umass.edu.

GENERAL REQUIREMENTS:

TOP - #14 GA S/S (304-18/B) W/ AN INTEGRAL SPLASH COVERED UP 6" HIGH AT WALLS, RETURNED TO WALL 1" @ 45°, DOWN 1/2" AT 90° W/ ENCLOSED ENDS. FRONTS AND ENDS TO BE TURNED DOWN 1 1/2" @ 90°, BACK 1/2" AT 90°.

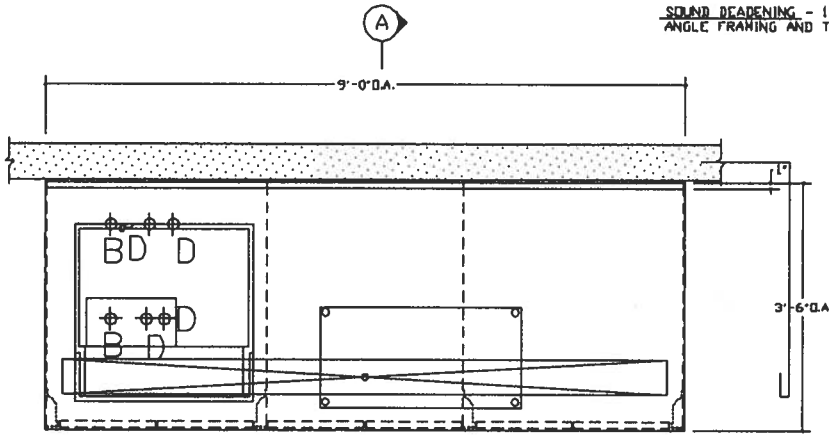
BASE CABINET - #18GA S/S CONSTRUCTION FORMED AS SHOWN.

HINGED DOORS - ALL MILLWORK CONSTRUCTION, 3/4" PLYWOOD W/WILSONART #10745-60, "FONTHILL PEAR" PLASTIC LAMINATE ON INTERIOR AND EXTERIOR OF DOOR PANEL, ALL EDGES BANDED W/CHARTER INDUSTRIES 3MM THK. #VD-50 KHAKI BROWN PVC EDGE BANDING. FURNISH EACH DOOR W/WIRE PULL DOOR HANDLE. HINGES SHALL BE CONCEALED "BLUM" EUROPEAN INSET 110° SELF CLOSING HINGES.

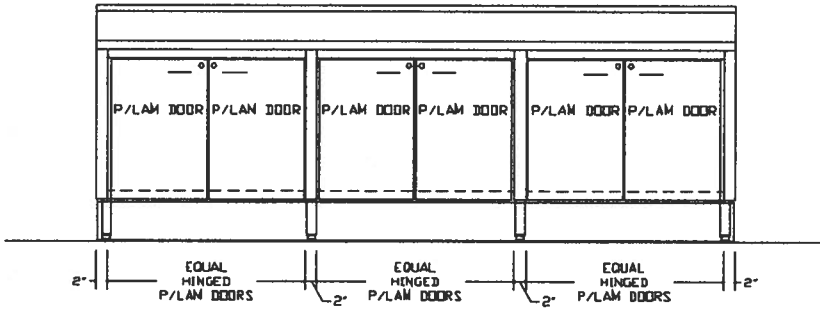
UNDERSHELF - #18GA S/S W/REAR AND ENDS TURNED UP 1 1/2" AT 90°. FRONT EDGE TURNED DOWN 1 1/2" AT 90°, BACK 1/2" AT 90°.

LEGS - 1 1/2" O.D. 16GA SQUARE TUBULAR 10" HIGH S/S LEGS W/ADJUSTABLE HEX-SHAPED S/S BULLET FEET "C.H.G." #A14-065L.

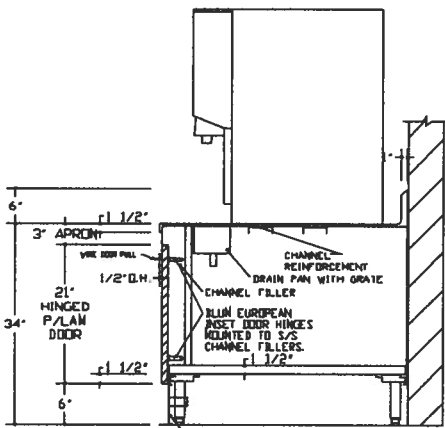
SOUND DEADENING - 1 1/2" x 1/16" THK. WHITE FOAM DOUBLE SIDED SOUND TAPE BETWEEN ANGLE FRAMING AND THE ADJACENT SURFACES "EASTERN ADHESIVES" #DF.



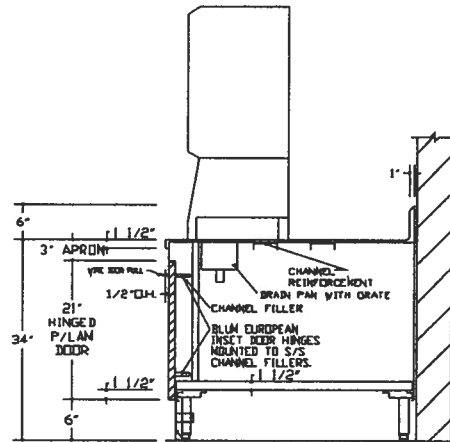
PLAN VIEW
SCALE: 3/4" = 1'-0"



ELEVATION
S/S COUNTER W/CABINET BASE & DOORS -
SCALE: 3/4" = 1'-0"



SECTION
SCALE: 3/4" = 1'-0" (C)



SECTION
SCALE: 3/4" = 1'-0" (C)

**BEVERAGE COUNTER
GENERAL REQUIREMENTS:**

TOP - #14 GA. S/S (304-18/8) W/ AN INTEGRAL SPLASH COVED UP 6" HIGH AT WALLS, RETURNED TO WALL 1' @ 45°, DOWN 1/2" AT 90° W/ ENCLOSED ENDS. FRONTS AND ENDS TO BE TURNED DOWN 1 1/2" @ 90°, BACK 1/2" AT 90° WITH BUILT IN DRAIN PAN.

BASE CABINET - #18GA. S/S CONSTRUCTION FORMED AS SHOWN

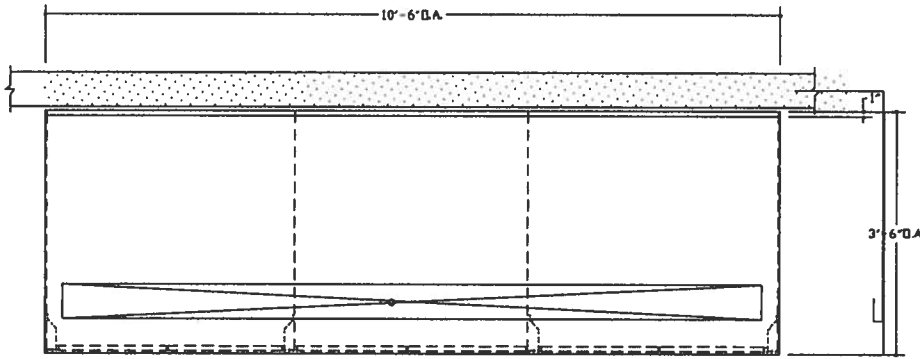
HINGED DOORS - ALL MILLWORK CONSTRUCTION, 3/4" PLYWOOD (Verify Laminate), PLASTIC LAMINATE ON INTERIOR AND EXTERIOR OF DOOR PANEL, ALL EDGES BANDED V/CHARTER INDUSTRIES 3MM THK. #VD-30 KHAKI BROWN PVC EDGE BANDING. FURNISH EACH DOOR W/WIRE PULL DOOR HANDLE. HINGES SHALL BE CONCEALED 'BLUM' EUROPEAN INSET 110° SELF CLOSING HINGES.

UNDERSHELF - #18GA. S/S W/REAR AND ENDS TURNED UP 1 1/2" AT 90°, FRONT EDGE TURNED DOWN 1 1/2" AT 90°, BACK 1/2" AT 90°.

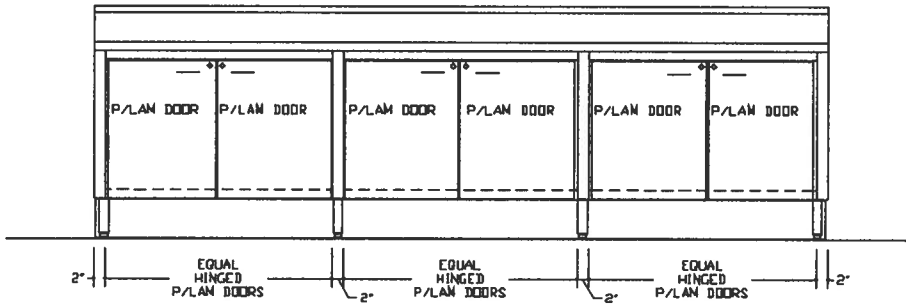
LEGS - 1 1/2" O.D. 16GA. SQUARE TUBULAR 10" HIGH S/S LEGS W/ADJUSTABLE HEX-SHAPED S/S BULLET FEET 'CHG.' #A14-0651.

SOUND DEADENING - 1 1/2" x 1/16" THK. WHITE FOAM DOUBLE SIDED SOUND TAPE BETWEEN ANGLE FRAMING AND THE ADJACENT SURFACES 'EASTERN ADHESIVES' #DF.

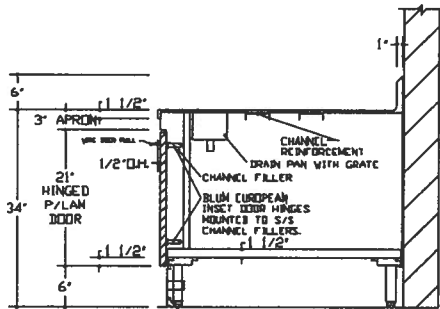
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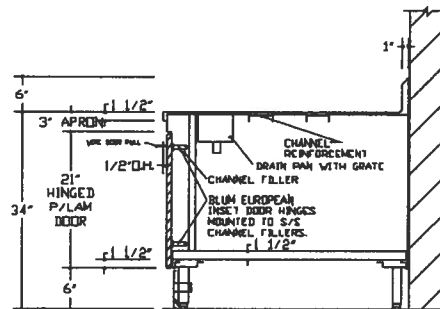
PLAN VIEW
SCALE: 3/4" = 1'-0"



ELEVATION
S/S COUNTER W/CABINET BASE & DOORS -



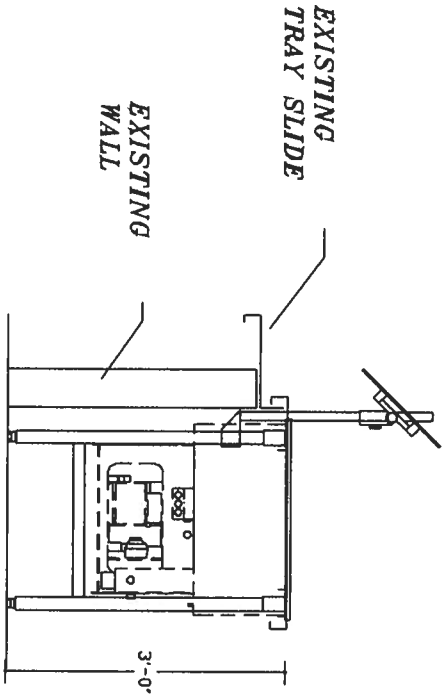
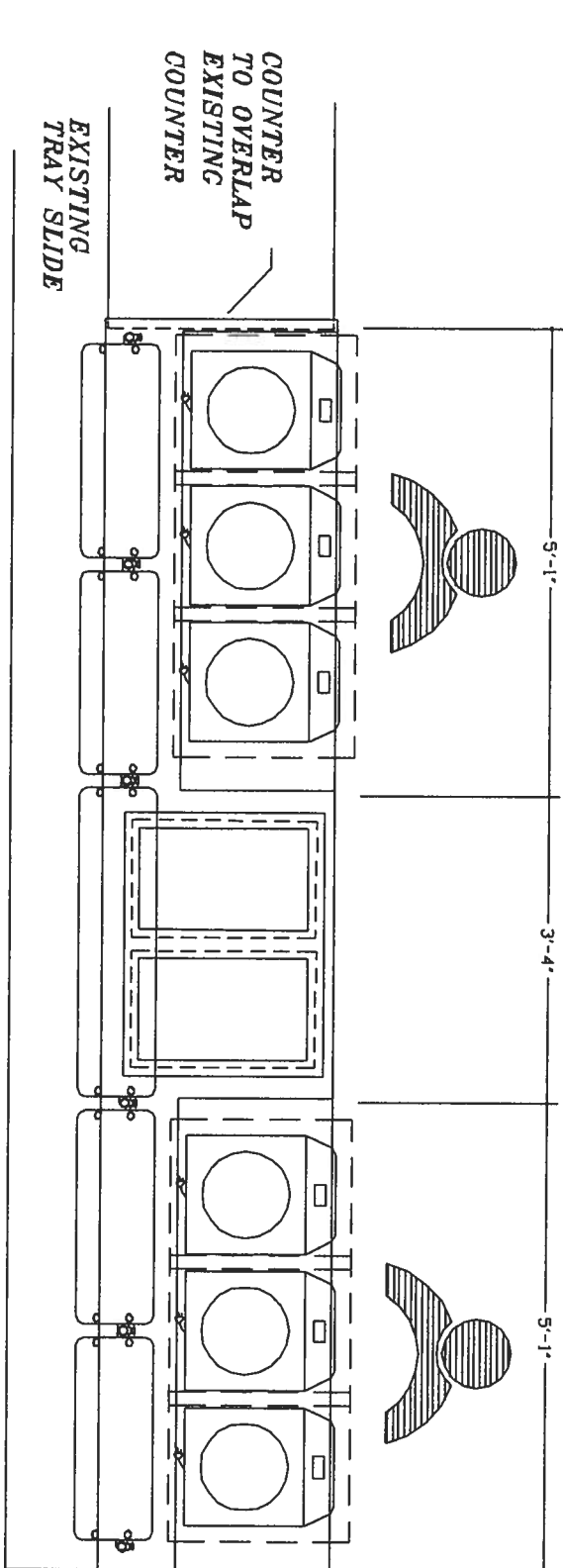
REMOVABLE S/S TOE KICK
SECTION C



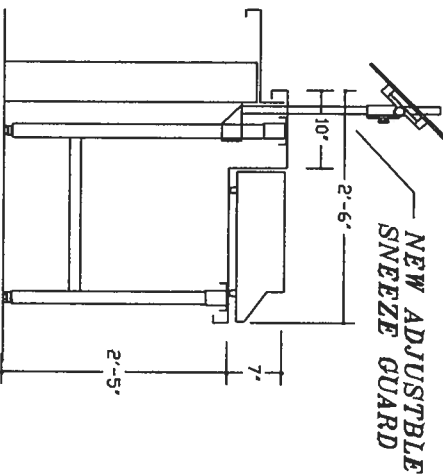
REMOVABLE S/S TOE KICK
SECTION C

**WOK COUNTER
GENERAL REQUIREMENTS:**

- TOP- #14 GA. S/S (304-18/8) TOP TO MATCH EXISTING COUNTER. PROVIDE CUTOUT AND SUPPORT FOR DROP-IN UNIT. DROP DOWN 7" SHELF FOR WOK STATIONS. PROVIDE GROMMET HOLE W/GROMMET IN BACK. PUNCH HOLES FOR SNEEZE GUARD. PROVIDE BRACKETS AND SUPPORT TO SECURE SNEEZE GUARD.
- LEGS - 1 5/8" O.D. #16 GA S/S TUBULAR LEGS W/ S/S CONICAL SOCKETS
- CHG. #A18-0206 AND CHG. #A10-0851 S/S ADJ. BULLET FEET. PROVIDE 1" O.D. #16GA. S/S TUBULAR CROSSRALS. LOCATE AS SHOWN
- SOUND DEADENING - 1 1/2" x 1/16" THK. WHITE FOAM DOUBLE SIDED SOUND TAPE BETWEEN ANGLE FRAMING AND THE ADJACENT SURFACES - EASTERN ADHESIVES. #DF.



**HOT/COLD
DROP IN
SECTION
VIEW**



**WOK
SECTION
VIEW**

QuickSwitch

Patent Pending

In A Matter Of Minutes!

**Hot-Cold
Drop-Ins**



2 Well Unit
Shown

JOB _____ ITEM # _____

MODEL	#PANS
QSCHP- 1	1
QSCHP- 2	2
QSCHP- 3	3
QSCHP- 4	4

**MEETS STANDARD 4 AND 7
REQUIREMENTS FLUSH WITH
COUNTERTOP!**

BENEFITS:

- NEW 500 Watt Heat Source
- NEW Individual Solid State Controls
- Versatile, Use Wet or Dry
- Fully Insulated For Use In Any Counter
- Manifold Drains For Easy Installation
- Labor Saving "Easy to Clean" Design

The "Drop-In" configuration provides a self contained design that allows easy installation in any counter, serving line, cart or table.



STANDARD FEATURES

- NEW 500 Watt Heat Source
- Connect to 208V, 120V or 240V (with appropriate controller)
- Single Electrical Connection

OPTIONAL FEATURES

- 1 to 4 Pan Units Available
- 120V, 208V, 240V

SHORT FORM SPECIFICATIONS

Top perimeter frame to be constructed of 14 gauge 304 stainless steel, welded, ground and polished, with a thermal break provided between the top and refrigerated interior. Interior pan to be 18 gauge 304 stainless steel, fully welded, ground and polished, with a 3/4" open drain. To be fully insulated with 1-1/2" to 2" urethane insulation. The exterior jacket to be constructed of heavy gauge galvanized steel.

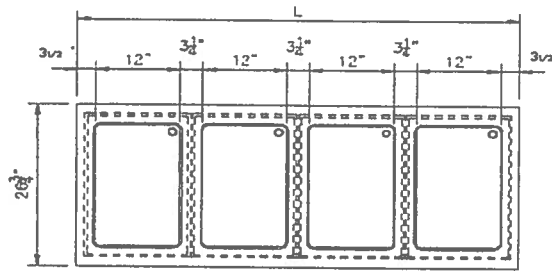
Refrigeration system to be a hermetically sealed compressor operating on R-507 (HFC) refrigerant, and will include controls. New energy efficient hot food wells use 500 watt heat source digitally controlled. All switches and controls are fully accessible and are provided with cord and plug.

Units to be UL listed and shall bear the UL classified EPH label for sanitation meeting all NSF #4 and #7 requirements.

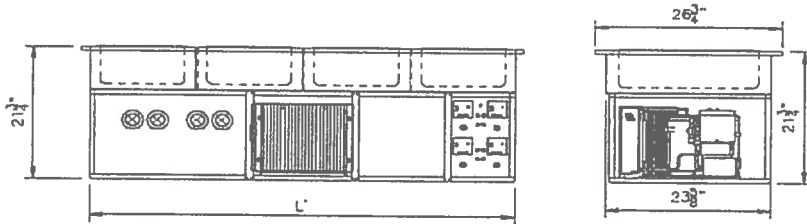
NOTE: To ensure proper operation, adequate air flow must be provided.

QuickSwitch-Hot/Cold Drop-Ins

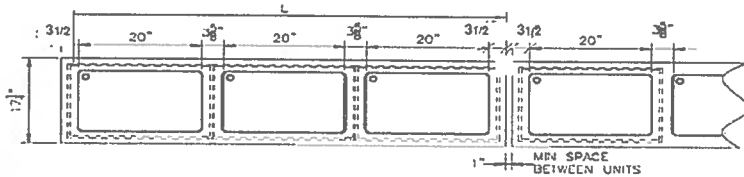
Thermostatically controlled, operates on R-507 (HFC) Refrigerant



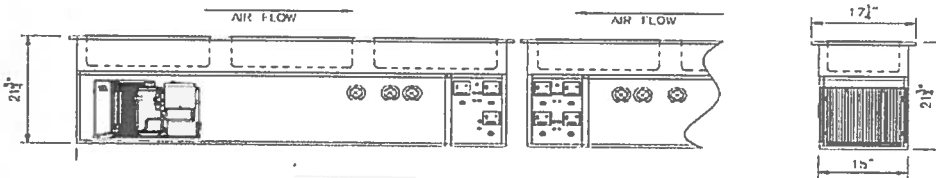
Model No.	L-Top	L-Frame	Cut-Out
QSCHP- 1	17-1/4"	15"	15-3/8" x 24"
QSCHP- 2	34-1/4"	30-1/4"	30-5/8" x 24"
QSCHP- 3	49-1/2"	45-1/2"	45-7/8" x 24"
QSCHP- 4	64-3/4"	60-3/4"	61-1/8" x 24"



Standard Configuration



Model No.	L-Top	L-Frame	Cut-Out
QSCHP- 1S	27-7/8"	23-5/8"	24" x 15-3/8"
QSCHP- 2S	50-5/8"	47-1/8"	47-1/2" x 15-3/8"
QSCHP- 3S	74-1/4"	70-3/4"	71-1/8" x 15-3/8"
QSCHP- 4S	97-7/8"	94-3/8"	94-3/4" x 15-3/8"



Slim-Line Configuration

DROP-INS HOT/COLD WELLS ELECTRIC SPECS.

	120 Volt	120/208 Volt	120/240 Volt
CHP-1	120V/ 6.4A/1PH-Nema5-15P	120/208V/ 6.4A/1PH- Nema14-20P	120/240V/6.4A/ 1PH-Nema14-20P
CHP-2	120V/11.9A/1PH-Nema5-15P	120/208V/ 8.8A/1PH- Nema14-20P	120/240V/9.2A/ 1PH-Nema14-20P
CHP-3	120V/17.4A/1PH-Nema5-30P	120/208V/11.2A/1PH-Nema14-20P	120/240V/12.0A/1PH-Nema14-20P
CHP-4	120V/22.9A/1PH-Nema5-30P	120/208V/13.6A/1PH-Nema14-20P	120/240V/14.8A/1PH-Nema14-20P

Note: All units are standard single phase but with 3 phase option on certain models.

This patented pending design was developed to hold an open food pan (cold) at a temperature of 40 degree fahrenheit or less in an ambient of up to 86 degrees F., with food pans flush with counter top. Products must be prechilled to a temperature below 40 degree F., and kept at a level 1/2" below the top of the storage pan to ensure proper cooling. Hot food is maintained to a minimum of 150 degrees.

When switching between hot to cold, safety mechanism regulates amount of time before engaging to operate the unit cold. Amount of time varies depending on usage and temperature.

We reserve the right to change specifications and product design without notice. Such revisions do not entitle the buyer to corresponding changes, improvements, additions or replacement for previously purchased equipment.

**U.L. Sanitation
Classified to
NSF Standards**



The University reserves the right to make partial awards for the services requested or to make an award to more than one vendor.

Due to budget constraints, quantities may change.

Delivery: FOB Destination, Amherst, MA

All shipping and delivery charges to the University of Massachusetts Amherst are to be included within the bid price.

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: Mr. Christopher Howland, Purchasing Manager
Worcester Dining Commons
669 North Pleasant Street
Amherst, MA 01003
Phone: 413-545-5385 / E-Mail: chowland@mail.aux.umass.edu

Clear-Away:

Throughout the progress of their work the Contractor and their installers shall keep the work area free from debris, and shall remove all rubbish from the premises resulting from work being done by them. At the completion of their work, the Contractor shall leave the premises in a clean and finished condition ready for Owner to sanitize and use.

Contract for Services:

The selected vendor(s) will be required to enter into the standard University Contract for Services. The successful vendor must sign the standard University Contract for Services and agree to all Terms and Conditions listed. A copy of the University Contract for Services can be viewed at:

http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf.

Respondents must indicate in their response if they are not willing to sign the Contract for Services without exception. Any vendor indicating that they are not willing to sign the University Contract for Services may be eliminated from the process either during the review process or during the final contact negotiation process at the discretion of the University.

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.

Parking Regulations & Use of Walkways, etc.

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.

Vehicular traffic and parking on campus walkways, lawns and gardens is restricted. It shall be the responsibility of the Contractor(s) to request the proper permits from the Parking Office. Unauthorized vehicles will be ticketed and towed

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.

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.

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.

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, (in arrears, after the service has been provided), 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.

University Procurement Card:

The University system has a credit card program (Procard), to pay for certain types of purchases. Should the ordering department elect to pay for these services via the UMass Procard, would the bidder be willing to accept it? Yes: _____ No: _____

W-9:

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”.

Bid Rejection

The University reserves the right to reject any or all bids, wholly or in part, and to request any additional information it deems necessary to support the bids, including, but not necessarily limited to, bidder’s technical, service, and financial qualifications. The University further reserves the right to make the award in a manner deemed in the best interests of the University.

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

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:

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.

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):

Treasurer's 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.

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.

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.

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 **Wednesday, November 30, 2011 at 1:00 pm, EST 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-4438***

It is the sole responsibility of the bidder to insure that its bid is delivered to the Procurement Department *in its entirety* by the due date and time. Late bids or bids delivered to an incorrect location will not be considered, and will be placed, unopened, in the bid file. Faxed bids will be accepted, provided the original is received within 5 working days after bid deadline submission date.

Only bids that are received by the bid opening date and time will be considered. The UNIVERSITY reserves the right to reject any of 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.

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.

No electronic bids will be accepted.

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.

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, November 22, 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 November 23, 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**

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.

