



# UNIVERSITY OF MASSACHUSETTS-AMHERST

Procurement Department  
407 Goodell Bldg., 140 Hicks Way  
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(THIS IS NOT AN ORDER)

## REQUEST FOR BID # AA12-RH-4442

«Name» «Address_1» «Address_2» «City», «State» «Zip»		<b>RFB Opening Date &amp; Time: December 15, 2011 @ 1:00 PM EST</b>	
		Requested by: Jenna Rostek Telephone: 413-545-6933 Department: Housing and Residence Life Date Prepared: 11/21/2011	
Quantity	Description	Unit Price	Total Price
	<b>BIDS ARE REQUESTED TO PROVIDE THE CONTRACT FOR THE RESIDENTIAL LIFE CARD ACCESS SYSTEM MAINTENANCE PER THE FOLLOWING SPECIFICATIONS FOR THE BID OPENING ON DECEMBER 15, 2011 @ 1:00 pm. EST</b>		
	<b>Contract Term: Date of the award through May 31, 2014 with the option to renew for two (2) additional one-year terms.</b>		
	<b>The successful bidder will be required to enter into a Contract for Services with the University of Massachusetts.</b> <a href="http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf">http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf</a>		
	<b>Insurance Documents Required</b>		

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY at: [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.
- 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: Net 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: \_\_\_\_\_

R# 124210



University of Massachusetts Amherst
Department of Procurement

Request for Bids:
Contract: Residential Life Card Access System Maintenance
per the attached specifications

RFB# AA12-RH-4442
Bid Opening Date – December 15, 2011 @ 1:00 p.m. EST

The University of Massachusetts Amherst is requesting bids from qualified vendors for the service and maintenance of Residential Life’s card access security systems. Services shall be provided on an as needed, as called for basis, at the option of the University. The University seeks a full-service vendor that is able to handle all aspects of system maintenance, software maintenance and repairs as outlined in the attached specifications. The successful bidder will advise and work with all applicable University departments throughout the term of this contract. Residential Life staff will contact the successful bidder(s) when system issues or failures occur. Options are given for parts/labor contracts and labor only (with discounted parts).

Contract Term:

This contract shall commence from the date of the award through May 31, 2014 with the option to renew for two (2) additional one-year terms with the mutual agreement of both the UNIVERSITY and the awarded vendor. The exercise of each renewal option shall be by agreement of both parties at least forty-five (45) days prior to the scheduled renewal date.

- 1st Renewal Term: June 1, 2014 through May 31, 2015
2nd Renewal Term: June 1, 2015 through May 31, 2016

This contract is subject to price adjustments on the renewal date by a percentage figure not to exceed the lower of the percentage rate of increase in the National Consumer Price Index for all Urban Consumers (CPI-U), under the expenditure category for all items, twelve-month unadjusted percentage change, for the most recently published 12-month period, or, the percentage figure supplied by the bidder in the Bid Response Section.

Subject to the appropriation of funds, may the University extend this contract for one additional one-year term with all discounts, terms and conditions remaining the same. 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: \_\_\_\_\_

SECTION I – General Information

1.0 General Conditions:

In addition to accepting the requirement of the attached documents, the successful bidding contractor shall:

- 1.0.1 Be presumed to have visited the work sites and be aware of all conditions of work
1.0.2 Provide all necessary elements and complete all work required to do a workmanlike job conducted with proper speed in accordance with the attached documents
1.0.3 Accept inspection by a representative of Housing Services and make good any rejected work at the Contractor’s expense.
1.0.4 Provide acceptable protection of work, property and public
1.0.5 Fully indemnify and save harmless the University, its officers and employees for his wrongful or negligent acts or those of his employees from all claims relating to labor performed and materials furnished
1.0.6 Provide evidence of Contractor’s Liability Insurance and Worker’s Compensation Insurance prior to commencement of work.

## 1.1 Award of the Contract:

1.1.1 The University reserves the right to award this contract in a manner that is deemed in the best interest of the University. Award may be made to a primary and secondary vendor. The secondary vendor will be contacted in the event that the primary vendor cannot respond within the stated timeline for apartment turnover, or in periods when apartment turnover volume is high.

1.1.2 The award will be made to the Bidder who, in the opinion of the selection committee, offers the best package based on a point system. The evaluation will include, but not be limited to, the following (in rank of importance to the University):

- Pricing
- Conformance with the specification
- Experience doing similar work
- References
- Ability of one contractor to service both systems

## 1.2 Implementation Schedule:

RFB Release Date to Vendors	November 21, 2011
Site Visit	December 1, 2011 @ 10:00 am EST
Deadline to Submit Vendor Questions	December 5, 2011 @ 5:00 pm EST
Deadline for the University's Response to Questions	December 9, 2011 @ 5:00 pm EST
Deadline for Submission of Bids	December 15, 2011 @ 1:00 pm EST
Completion of Bid Analysis and Announcement of Successful Bidder	December 23, 2011

## 1.3 Site Visit / Pre-bid Conference

A pre-bid conference will be held on Thursday, December 1, 2011. Bidders shall meet promptly at 10:00 am EST at Berkshire House, 121 County Circle, Amherst, MA. Directions and a campus map may be found at: <http://www.umass.edu/visitors>

This conference is not mandatory; however, this will be the Bidder's only opportunity for a site prior to commencing the work. No alternate arrangements for site tours will be accommodated.

Bidders should pre-register for the tour no later than November 29, 2011. Please email [sshevelin@housing.umass.edu](mailto:sshevelin@housing.umass.edu). RSVP is required so that we can have adequate transportation for all parties. Bidders are asked to limit the number of participants to three (3) per company.

## SECTION II – Specifications

### 2.0 Background

Residential Life at the University of Massachusetts, Amherst, operates 45 residence halls that house approximately 12,500 students. Two card access security systems have been installed:

The Schlage SMS card access and security system installed the summer of 2006 in four apartment residences on the University of Massachusetts Amherst Campus. The installation includes:

- 16 Main/Master Controllers
- Altronix Power Supplies with batteries
- Reader Interface Modules (RIMs)
- 216 iClass apartment readers for access only (R15)
- 4 elevator call readers (R40)
- 4 roof hatch monitors
- 33 exterior and interior doors for access and security (R40)

- 8 exit only, monitored emergency exits
- Integrated ADA automatic door openers
- Software: Schlage Security Management System Enterprise 5.3.5 SP2

In 2009-10, Residential Life contracted for the installation of a CCURE 8000 system in 41 residence halls replacing an 'end of life' system. The installation includes:

- 41 iStar Controllers/clusters
- 608 exterior and interior access doors
- 212 iClass readers (R40)
- 31 ADA interfaces for door openers
- More than 1,760 Configured inputs
- More than 300 Configured outputs
- 17 Chexit Devices
- Software House Power Supplies
- Altronix Power Supplies with batteries
- Von Duprin power supplies with batteries
- Von Duprin door hardware with REX and LBM
- Power Transfer Hinge
- Kouba Local Door Alarms
- Software: CCURE 8000 version 9.4.0, patch 7 and custom Software House XML based automated import

**The University has licensed Electricians and one Class D Systems Technician. These staff will be the initial responders. Unless otherwise arranged, they will be responsible to do routine repairs such as reader, RIM, and PIR replacements and cycling power on RIMs. In some instances the Authorized Service Provider will be contacted for remote assistance and a site visit will not be required.**

## 2.1 Scope of Work

2.1.1 All Service Providers must be authorized by Schlage/Ingersoll-Rand and/or Software House to provide service covered in this contract. Proof of authorization must be included in bid response.

2.1.2 The Authorized Service Provider shall be responsible for maintaining all systems in good, efficient operating condition and shall supply all labor and/or parts that are necessary to repair the system.

2.1.3 The Authorized Service Provider shall provide hardware and software maintenance for all Schlage SMS and/or all Software House CCURE 8000 equipment and software installed at the contracted locations. The maintenance shall consist of all material, labor and travel expenses to:

- Respond to emergency/critical service requests as determined by the University and effect repairs within four (4) hours. Service requests categorized as emergency/critical will have immediate, direct and substantial impact on security and access for residents and require immediate notification and resolution.
- Respond to non-critical service requests and effect repairs within 2 business days. Service requests categorized as non-critical/routine will be reported during normal business hours.
- Replace all defective/failed components as required.
- The software shall be covered with a software support agreement. Under this agreement and in conjunction with University IT staff, the Authorized Service Provider shall be responsible for updating all software and firmware as the manufacturer's release major revisions and patches, inclusive of the labor required to install and test these updates both at the head end and in the field.

- e. The Authorized Service Provider shall conduct annual preventive maintenance on the entire system in accordance with the manufacturers' recommendations. Preventative maintenance shall include all of the manufacturers' suggested service plus testing of each detection and supervisory device, the exercise of each part (including tampers) of the system and control, the test of each power supply and associated batteries in accordance with the maintenance specifications, replacing batteries as required, and the inspection of all locking devices.
- f. Perform preventive maintenance as required. In the event that the equipment cannot be serviced in the contracted time, the Authorized Service Provider shall notify RL and provide an estimated time for resolution
- g. Submit yearly maintenance report to UMass RL.

2.1.4 The Authorized Service Provider shall provide a security system service and maintenance logbook on the job. Each service call will be recorded in the log book and a copy furnished to the RL designee.

2.1.3 The Authorized Service Provider shall ensure compliance with, and have a thorough understanding of all codes, existing conditions and contract requirements pertaining to this project.

2.1.6 All parts furnished in connection with the repair of equipment shall be new or reconditioned and of equal or better quality to the parts being replaced, and shall be unconditionally guaranteed for a period of 1 year unless otherwise specified.

2.1.7 If a labor-only option is chosen, the Contractor shall provide to the University an itemization of attic stock that the Contractor expects the University to keep on hand, including recommended quantities for each item.

## **2.2 University Building and Security**

2.2.1 The Contractor is responsible for exercising all necessary care to avoid damage to University property.

2.2.2 Keys will be signed out to the Contractor at the Facilities Operations office located at 105 Berkshire House.

2.2.3 Keys may be returned in person 24-hours a day.

2.2.4 Keys may not be kept overnight or over a weekend unless prior arrangements have been made with Facilities Operations staff.

2.2.5 There will be a recore charge for any keys that are lost or misplaced by the vendor. Recore charges begin at \$75.00 per core. Found keys should always be returned to the Facilities Operations staff. Recore charges may still apply.

## **2.3 Identification**

It shall be the responsibility of the Contractor to provide a uniform to be worn by all employees of the Contractor at all times while working within the halls. Residential Life will also provide an identification badge that displays the employee's photograph, employee's name and the Contractor's company name.

## **2.4 Workmanship**

Experienced and fully qualified personnel shall perform all work. The Contractor shall demonstrate that s/he has successfully undertaken projects of similar scope within the past two (2) years and will provide three (3) references to support that fact.

The Contractor shall provide all necessary elements and complete all work in a workmanlike manner, conducted with proper speed and supervision in accordance with these documents.

## **2.5 Protection of Lives and Health**

2.5.1 The Contractor 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.

2.5.2 The Contractor 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.

2.5.3 The Contractor shall take all precautions for preventing injuries to persons and property in or about the work site. The Contractor shall not permit smoking by employees in any State building. The Contractor shall not allow the use of intoxicating beverages upon or about the work site. The Contractor shall not allow the use of non-prescription controlled substance drugs upon or about the work site.

2.5.4 The Contractor 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.

2.5.5 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.

2.5.6 The Contractor's failure to comply with any of the requirements of this section shall be cause for immediate termination of this contract.

## 2.6 Insurance and Compensation

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.

## 2.7 Fire Insurance and Extended Coverage

The Contractor shall take out and maintain insurance against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement on all work included in this contract. The amount of the insurance at all times shall be at least equal to the amount paid on account of labor or materials and plus the value of labor or materials furnished or delivered but not yet paid for by the Commonwealth. The policy or policies shall specifically state they are for the benefit of and payable to, the Commonwealth, the Contractor, and all persons furnishing labor or labor and materials for the contract work, as their interests may appear. The policy or policies shall be deposited with Residential Life. All policies must be issued by companies authorized to do business under the laws of this Commonwealth.

## SECTION III – Bid Response

### 3.0 General

**Please pay special attention to these bid response notes when preparing your bid response.** Responses outside of the stated parameters will not be reviewed.

All responses to this bid shall be made on the Bid Response Sheet, Attachment A, or an exact facsimile thereof.

Variations should be noted on the Bid Response Sheet, or on a separate page attached securely thereto. If a variance from a specification is not clearly noted, the University will assume that the Bidder can and shall meet that specification.

**If the Bidder has a contract or document that is required, it shall be included with the Contractor's bid response packet. The University will not consider outside contracts that are presented after the bid opening date.**

**Bidders must use the response forms provided, or an exact likeness.** A complete bid will consist of answers to ALL questions in the attached bid response with no omissions.

The University reserves the right to split the award of this bid to multiple providers, or make any award deemed to be in the best interest of the University.

The vendor must indicate any price changes between calendar years in their response form as a specific dollar amount, a percentage increase/decrease or a not to exceed dollar amount or percentage. The University must be notified in writing, at least 30 days in advance, of any contracted pricing changes that are part of the final agreement.

All bids shall be guaranteed for a minimum of one hundred and twenty (120) days from the bid submission deadline.

### 3.1 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.

### 3.2 Termination

3.2.1 With Cause: The contract may be terminated, for just cause, by either party at any time by giving the other party sixty (60) days written notice of such terminated. If the affected party corrects the problem within the (60) day period, the contract will remain in effect.

3.2.2 Without Cause: The contract may be terminated, without cause, by the University at any time giving (120) days written notice to vendor.

### 3.3 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/Word%20Source%20Files/CFSL/CFS\\_Long\\_May2010\\_enabled.pdf](http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.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 contract negotiation process at the discretion of the University.

**If the Contractor has a contract or document that is required, it shall be included with the Contractor's bid response packet. The University will not consider outside contracts that are presented after the bid opening date. Unless otherwise agreed to in writing by the parties, the University's Contract for Services and Purchase Order terms and conditions shall be the prevailing documents in the final agreement.**

### 3.4 Massachusetts Freedom of Information Law:

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, 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.

### 3.5 Scheduling and Coordination:

3.5.1 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.

3.5.2 The contractor shall take all precautions for preventing injuries to persons and property in or about the work. The Contractor shall neither permit nor suffer 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.

### 3.6 Safety & Health:

Each General Contractor and subcontractor shall observe the following stipulations:

- Perform all work in accordance with federal and with Massachusetts Department of Labor & Industries safety and health standards and guidelines and be responsible for providing healthful and safe work conditions.
- Refrain from creating any recognized safety or health hazard.
- Provide MATERIAL SAFETY DATA SHEETS for material used in the course of the work when requested.

- Should the University deem that the Contractor is not abiding by the provisions of SAFETY AND HEALTH or that serious unsafe conditions exist that threaten the health, lives or safety of the University Community, an immediate suspension of operations may be ordered until such unsafe acts or conditions are corrected.

### **3.7 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.

### **3.8 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.

### **3.9 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.

### **3.10 Order Placement**

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

### **3.11 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.

### **3.12 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.

### **3.13 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.

### **3.14 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.

### **3.15 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.

### **3.16 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.

### **3.17 Compensation/Invoices**

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 bidder's response to this RFB. Therefore, bids must be all inclusive.

**All payments shall be made quarterly, in arrears, after services have been rendered to the satisfaction of the University.**

It will be the Contractor's responsibility to submit billing in a timely fashion, on a monthly basis, after work is performed so that payment may be made promptly. Invoices are to be made to:

University of Massachusetts  
Alice Kielbowicz, Bookkeeper, Residential Life  
121 County Circle  
Amherst, MA 01003-0630

### **3.18 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.

### **3.19 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.

### **3.20 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.

### **3.21 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.

### **3.22 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.

### **3.23 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.

### **3.24 Data Security and Breach Notification**

3.24.1 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.

3.24.2 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.

3.24.3 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.

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

3.34.5 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).

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

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.

### **3.26 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.

### **3.27 Bid Opening Time and Date**

Bidders shall deliver **four (4) 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 **Thursday, December 15, 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-4442***

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".

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.

If, at the time of the scheduled bid opening the University of Massachusetts Amherst is closed due to inclement weather or any other 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.***

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 Monday, December 5, 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 on Friday, December 9, 2011. The contact information for this individual is:

**University of Massachusetts Amherst**  
**Rosemary A. Hassay, Purchasing Manager**  
**FAX: (413) 545-1643**  
**E-Mail: [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.

## Attachment A Bid Response Form

**1. Pricing**

Bidders must provide pricing on at least one of the following options – combined support of both systems, Schlage/IR only, and CCure/Software House only. Preference may be given to bidders who can support both systems.

Bidders may provide information and pricing for additional maintenance plan packages that are available for review and evaluation by the University (such as Basic, Premium) Information provided must include hours of coverage, holidays included, and response time. Please outline these options in a similar format on pages attached securely hereto.

**OPTION ONE: Pricing for Combined Support of Schlage/Ingersoll Rand AND CCure/Software House Systems**

	Parts & Labor Contract	Labor Only Contract
Base Bid – Year 1	\$	\$
Base Bid – Year 2	\$	\$
Base Bid – Year 3	\$	\$
CCure Software Support Agreement	\$	\$

**OPTION TWO: Pricing for Support of Schlage/Ingersoll Rand Systems ONLY**

	Parts & Labor Contract	Labor Only Contract
Base Bid – Year 1	\$	\$
Base Bid – Year 2	\$	\$
Base Bid – Year 3	\$	\$

**OPTION THREE: Pricing for Support of CCure/Software House System ONLY**

	Parts & Labor Contract	Labor Only Contract
Base Bid – Year 1	\$	\$
Base Bid – Year 2	\$	\$
Base Bid – Year 3	\$	\$
CCure Software Support Agreement	\$	\$

**2. Rates**

The Authorized Service Provider shall provide rate structure for additional services that may be required outside of that which is covered in this agreement. Please identify rates for weekdays, nights or weekends. Distinguish between phone and on-site support if necessary.

**3. Replacement/Repair Parts**

All parts furnished in connection with the repair of equipment shall be new or reconditioned and of equal or better quality to the parts being replaced, and shall be unconditionally guaranteed for a period of 1 year unless otherwise specified. For labor only contracts, please identify the percentage discount the University will receive on parts purchased through the contractor.

**4. Authorization**

All Service Providers must be authorized by Schlage/Ingersoll-Rand and/or Software House to provide service covered in this contract. Proof of authorization must be included in bid response.

**5. Dispatch location**

Please identify the primary dispatch location for technicians.

**6. Renewal Option**

A. Bidder agreed to renew this contract, subject to availability of funds for two additional one-year periods.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

B. Bidder guarantees that any increase in rates for the optional one-year contract periods will not exceed the lower of the percentage rate increase in the National Consumer Price Index for all Urban Consumers (CPI-U), under the expenditure category for all items, over the previous 12-month period, or the figure entered below by the bidder.

Increase in rates for the one-year options not-to-exceed \_\_\_\_\_%.

If the University elects to extend, the successful Bidder will be so notified at least 45-days prior to the expiration of the original term.

**7. Experience**

The Bidder shall indicate their experience and number of years in business as a card access security systems service contractor. Attach additional sheets if necessary.

**8. Contractor's Staff**

Please provide the names and years of employment of the staff the Contractor expects to employ in the execution of this contract. Attach additional sheets if necessary. No technician with less than two years experience on the system may work independently unless accompanied by a veteran technician.

**9. References**

List three (3) customers with similar requirements as those of the University of Massachusetts Amherst whom the University may contact for reference purposes, including the company name, contact person, telephone number, address and brief description of business done with the company within the past year. By submitting this information the vendor authorizes the University of Massachusetts Amherst to contact these clients for the purposes consistent with the review of this bid.

**Reference #1**

**Company Name:** \_\_\_\_\_

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

**Description of Services:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Contract Term:** \_\_\_\_\_ **Through:** \_\_\_\_\_

**Reference # 2**

**Company Name:** \_\_\_\_\_

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

**Description of Services:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Contract Term:** \_\_\_\_\_ **Through:** \_\_\_\_\_

**Reference #3**

**Company Name:** \_\_\_\_\_

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

**Description of Services:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Contract Term:** \_\_\_\_\_ **Through:** \_\_\_\_\_

**10. Variances**

The Bidder shall note any exceptions to the program as outlined above. If a variance from a specification is not clearly noted, the University will assume that the Bidder can and shall meet that specification. Attach additional sheets, if necessary.

**12. Staff Training**

Please describe the training the Contractor's staff receive both prior to the commencement of their employment and during the course of their tenure. Attach additional sheets, if necessary.

**13. Staff Identification**

Are the Contractor's employees uniformed or otherwise identified as company employee's at all times?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

**14. Communication**

Please indicate what communication system would be set up between the Contractor and the University to deal with problems, report emergencies, provide information on services not performed satisfactorily, and to provide positive as well as constructive feedback on the contract service level. Include the name, title, and phone number for this contract. Attach additional sheets, if necessary.

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