





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

**Fertilizer**  
per the following specifications or approved equal

**RFB# AA12-RH-4477**  
**Bid Opening Date – January 25, 2012 @ 1:00 p.m. EST**

***Specifications:***

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Description</u>
<b><u>Turf/Shrub Fertilizer:</u></b>		
150 bags	50 Lb. Bag	16-0-8 / 43% MESA 0.19% Dimension (220 SGN) (50% Slow Release)
150 bags	50 Lb. Bag	20-10-5 / 50% XCU (220 SGN) (or higher K)
150 bags	50 Lb. Bag	20-20-5 / 50% XCU (220 SGN) (or higher K)
200 bags	50 Lb. Bag	20-18-18 Agricultural grade (50% slow-release fertilizer)
40 bags	50 Lb. Bag	0-0-50 Fairway Grade
40 bags	50 Lb. Bag	0-20-0 Superphosphate
400 bags	50 Lb. Bag	Lime – pelletized
20 each	2.5 gallon	10-0-0 Iron (liquid)
4 bags	50 Lb. Bag	Highly Degradable Castille Sulpher 90%
9 bags	40 Lb. Bag	Muriate of Potash
30 each	2.5 gallon	15-0-0 / 6% FE Nectar Liquid Fertilizer
<b><u>Grass Seed:</u></b>		
160 bags	50 Lb. Bag	Green Wave 50/50 (25% Apple P. Rye; 25% Stellar P. Rye; 15% Midnight Bluegrass; 15% Blue Note KBG; 10% Yankee Bluegrass; 10% Fahrenheit 90 Hybrid Bluegrass)
10 bags	50 Lb. Bag	New Century P. Rye
<b><u>Chemicals:</u></b>		
10 each	2.5 gallon	Roundup Pro
20 bags	50 Lb. Bag	Snapshot Herbicide

5 bags	50 Lb. Bag	T/I 2.5 G – Snap Shot
8 each	2.5 gallon	Dimension 2EW
24 each	1.6 oz. packets	Merit 75 DF (or generic)
28 each	2.5 gallon	Proxy Growth Regulator
2 each	2.5 gallon	Ethephon
16 each	2.5 gallon	Q4 Plus

**Due to budget constraints all items may not be ordered.**

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

All shipping and delivery charges are to be included within the bid price.

The entire quantity will be taken in one (1) delivery.

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

Delivery: FOB Destination: Amherst, MA

To arrange for delivery, please contact:

University of Massachusetts  
 Attention: Pam S. Monn  
 Facilities and Grounds  
 360 Campus Center Way  
 Amherst, MA 01060  
 (Phone: 413-545-1270)

**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.

Invoices submitted to the University by the successful bidder for acquisitions 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 inclusive. All payment shall be made in arrears, after services have been rendered to the satisfaction of the University.

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

### **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.

### **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 purposed 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.

**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.

**Damages and/or Defective Merchandise:**

The successful bidder will be required to replace at no charge to the University of Massachusetts (including freight and handling) any shipment in which defects or damages are discovered and/or merchandise is non-conforming to specifications, after the shipment has been received. The awarded vendor must address these defects or damage complaints within 7-working days of such complaints.

If the vendor fails to perform, provides non-conforming or damaged merchandise or the order is cancelled for cause, the University may be entitled to compensation by reimbursement or by other legal remedy liquidated damages including, but not limited to, the following:

1. The additional cost of services or goods bought elsewhere
2. Cost of repeating the bid or proposal procedure
3. Any expense incurred because of delay in service or delivery
4. Any other damages caused by or antecedent to a breach of contract by the vendor

**Cancellation for Cause:**

Any purchase agreement or contract arising from this solicitation will be subject to cancellation by the University of Massachusetts upon written notice and without penalty to the University of Massachusetts if, in the opinion of the University of Massachusetts, the quality, delivery schedule, specifications, terms, conditions, and other service requirements are not maintained as originally stated and accepted by the vendor.

**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, January 25, 2012 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-4477***

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.

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.***

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

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, January 18, 2012 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 Thursday, January 19, 2012. 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.

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) is strongly encouraged to submit proposals in response to this request for bid. For the purposes of this RFB the term MBE or WBE shall mean a consultant who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the Respondent's Qualifications are submitted. All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to vendor lists, contact the State Office of Minority and Woman-Owned Business Assistance at (617) 727-8692 or go to <http://www.somwba.state.ma.us> for more information.

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

# University of Massachusetts Amherst

## Bid Response Sheet

**RFB# AA12-RH-4477**

### Fertilizer

per attached specifications or approved equal

**Bid Opening Date: January 25, 2012 @ 1:00 pm EST**

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

Quantity	Unit of Measure	Description	Unit Price	Total Price
<b><u>Turf/Shrub Fertilizer</u></b>				
150 Bags	50 Lb. Bag	16-0-8 43% MESA 0.19% Dimension (220 SGN – 50% Slow Release)		
150 Bags	50 Lb. Bag	20-10-5 50% XCU (220 SGN) (or higher K)		
150 Bags	50 Lb. Bag	20-20-5 50% XCU (220 SGN) (or higher K)		
200 Bags	50 Lb. Bag	20-18-18 Agricultural grade (50% slow-release fertilizer)		
40 Bags	50 Lb. Bag	0-0-50 Fairway Grade		
40 Bags	50 Lb. Bag	0-20-0 Superphosphate		
400 Bags	50 Lb. Bag	Lime - Pellitized		
20 Each	2.5 Gallon	10-0-0 Liquid Iron		
4 Bags	50 Lb. Bag	Highly Degradable Castille Sulpher 90%		
9 Bags	40 Lb. Bag	Muriate of Potash		
30 Each	2.5 Gallon	15-0-0 6% FE / Nectar Liquid Fertilizer		
<b><u>Grass Seed</u></b>				
160 Bags	50 Lb. Bag	Green Wave 50/50 (25% Apple P. Rye, 25% Stellar P. Rye, 15% Midnight Bluegrass, 15% Blue Note KGB, 10% Yankee Bluegrass, 10% Fahrenheit 90 Hybrid Bluegrass)		
10 Bags	50 Lb. Bag	New Century P. Rye		
<b><u>Chemicals</u></b>				
10 Each	2.5 gallon	Ranger Pro		

20 Bags	50 Lb. Bag	Snapshot		
5 Bags	50 Lb. Bag	T/I 2.5G (Snapshot)		
8 Each	2.5 Gallon	Dimension 2EW		
24 Each	1.6 oz Packets	Merit 75 DF		
28 Each	2.5 Gallon	Proxy Growth Regulator		
2 Each	2.5 Gallon	Ethephon		
16 Each	2.5 Gallon	Q4 Plus		
<b>Total Bid Price</b>				

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

**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.**

**Comments:**

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