



UNIVERSITY OF MASSACHUSETTS-AMHERST

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

Voice: 413-545-0361 Fax: 413-545-1643

E-mail: procurement@admin.umass.edu Web Page: www.umass.edu/procurement

(THIS IS NOT AN ORDER)

REQUEST FOR BID # AA12-RH-4491

«Name» «Address_1» «Address_2» «City», «State» «Zip»	RFB Opening Date & Time: January 26, 2012 @ 1:00 PM EST		
	Requested by: Jenna Rostek Telephone: 413-545-6933 Department: Residence Life Date Prepared: 1/12/2012		
	BIDS ARE REQUESTED TO PROVIDE CONTRACT: STUDENT LINENS PROGRAM PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON: JANUARY 26, 2012 @ 1:00 P.M. EST	Unit Price	Total Price
	One (1) year term: 2012-2013 academic year with the option to renew for an additional two (2) one-year academic terms (2013-2014 and 2014-2015)		

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

IMPORTANT INFORMATION

- It is the bidder's responsibility to insure that their bid is received in its entirety by the University of Massachusetts, Procurement Department, 407 Goodell Building, 140 Hicks Way, Amherst, MA 01003-9334 by 1:00 PM on the bid opening date specified above. Bids received after the specified date/time or at a location other than what is listed in the RFB will be rejected and placed unopened in the bid file.
- Bids may be faxed provided that they are followed up by a hard copy with written signature within 5 days of the bid date. All faxed bids must be received by the Procurement fax by the date and time of the bid above.
- 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 Due 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: _____



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

**Contract: Student Linens Program
per the following specifications or approved equal**

RFB# AA12-RH-4491

Bid Opening Date – January 26, 2012 @ 1:00 p.m. EST

Residential Life at the University of Massachusetts Amherst manages one of the largest comprehensive housing programs in the nation serving over 12,000 students. We currently are seeking proposals from companies to offer a third-party linens program. The successful bidder shall be granted the exclusive right to sell linens to the students of the University of Massachusetts via a University sanctioned mail order offer. The successful bidder will be solely responsible for collecting all monies; processing all sales, exchanges, and refunds; and delivering the merchandise directly to the students' homes. The University shall provide the successful bidder the addresses of all currently enrolled students who are registered for residence hall housing at the University, with the exception of those students who have requested as privacy hold on their "Directory Information" as that term is defined under the federal Family Education and Privacy Rights Act. In exchange for endorsement of such a program and one-time use of our mailing list, a portion of the proceeds will be returned to Residential Life.

Contract Term:

This contract shall be for a one-year term that covers the 2012-2013 academic year with the option to renew for two (2) additional one-year periods. The actual start date shall be negotiated based on a date recommended by the bidder that allows for ample time to execute this program for the 2012-2013 academic year. Bidders shall indicate their preferred start time as part of their response.

To activate a renewal, the University and the successful Bidder shall exchange correspondence no later than February 1 of the renewal year, each indicating their willingness to continue the program for an additional one-year period.

Product Selection:

The successful bidder shall be in the usual business of offering linens to college students as a fundraising opportunity. At a minimum, the successful bidder must offer extra-long twin sheet sets designed to fit mattresses up to 80" in length. Each sheet set should include one (1) flat sheet, one (1) fitted sheet and (1) standard pillow case. All linens should be of first quality with a minimum 200-thread count.

Bidders shall outline their entire product line as part of their response, including but not limited to comforters, mattress pads, pillows and towels. Include details about fabric content, thread count and color choices.

Flammability and Disclosure of Materials:

Bidders shall include with their bid response a complete list of all products to be sold, a complete description of the materials (i.e. 100% cotton), and all pertinent flammability information. After the bid opening, the University may request that the Bidder send samples of products. Such a request shall be honored within five (5) working days in order to continue to be considered for bid award.

The University reserves the right to bar the sale of any products that it deems to be hazardous or in violation of any University, state, or federal policy. The successful bidder shall not deviate from the standards of quality samples and notice requirements upon which product approval is based. Departure from those standards constitutes a breach of a material term of this Agreement. The University may require the successful bidder to cease use of the University Logos, Marks and/or Names in connection with the marketing and sales of the licensed products immediately and may require the successful bidder to recall any licensed products not consistent with approved quality standards.

Product Warranty and Vendor Guarantee:

Bidders shall outline any warranty and service guarantee offered on their products, including but not limited to return policy.

Marketing Materials:

Bidders shall outline their marketing approach to students. Please include copies of sample marketing materials, including but not limited to letters, brochures and order forms. Please also describe UMass' involvement in marketing decisions. The successful bidder shall bear all costs with respect to marketing, printing and production of marketing materials, including postage.

Use of the University of Massachusetts Logo:

The successful bidder shall be granted limited use of the University of Massachusetts Amherst logo for the sole purpose of the program outlined in this document. The logo shall not be used on the linen products themselves. All uses of the logo and name of the University are subject to prior written approval by the University Trademark and Licensing Office. All mailings using the name and logo shall be submitted to a representative of the University Trademark and Licensing Office prior to its printing, using the following mailing address: Trademark and Licensing Office, Room 225A Campus Center, University of Massachusetts, Amherst, MA 01003. The University shall not be held responsible for any costs relating to reprinting if this provision is not fulfilled. The University reserves the right to disapprove and prevent the distribution of any literature or publication bearing the marks of the University that does not meet the standards of quality and propriety. The Trademark and Licensing Office agrees to respond within seven days of the receipt of the submission and approval shall not be unreasonably withheld. The bidder agrees that its use of the University Logos, Marks and/or Names shall insure to the benefit of the University and that the Licensee shall not acquire any rights in the University Logos, Marks and/or Names by virtue of the use of the Logos, Marks and/or Names under this Agreement. This Agreement and any rights to use the University's Logos, Names and/or Marks granted by this Agreement are specific to the successful bidder and may not be assigned, sub-licensed or encumbered without prior express written consent of University Trademark and Licensing Office.

Fulfillment:

All deliveries shall be made directly to the homes of students and/or their parents who have responded to the mailing advertising the sale. **Deliveries made to campus addresses may be refused and returned to the sender.**

Move-in days at the University begin on August 30, 2012, and it is expected that students and/or their parents shall have received their orders prior to this time. The successful bidder shall make it very clear in their mailing that the University shall not be responsible for any late arrivals of ordered items.

Bidders shall outline their fulfillment processes as follows:

- **How do students place orders?**
- **Do you offer a toll-free number? Web ordering?**
- **What payment methods do you accept?**
- **How quickly are orders processed?**
- **How quickly can customers expect to receive their orders?**
- **What shipping methods are used?**

Use of Mailing Lists:

Housing and Residence Life shall provide the successful bidder with an Excel file to be used exclusively for the program described in Paragraph 1.0. The lists shall not be reprinted, reused, or sold.

Commissions, Payment and Sales Reports:

For the privilege of marketing linens directly to students in residence at the University, the successful bidder shall pay to the University of Massachusetts Housing and Residence Life a percentage of the net sales receipts.

Bidders shall indicate the percentage of net sales that will be awarded to the University. Please also indicate if the percentage changes depending on sales volume.

The University has the right to verify all sales invoices and inventory to confirm net receipts on which this payment is based.

Payment shall be made in full to the University no later than November 1, 2012, which is approximately 60 days after the first day of classes. Payment shall be accompanied by a sales report showing the items and quantities sold with customer names and addresses.

The University reserves the right to inspect and verify the sales receipts by auditing the vendor invoices and books if necessary to assure contract compliance. These audits will be conducted by a University designated auditor.

References:

Bidders shall supply the names, titles and contact information for three references that use their services for linen programs at other colleges or universities.

Force Majeure:

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Risk of Loss:

The University is non-insured. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables and work in process.

Waivers:

All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

Amendments:

No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

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.

Obligations in Event of Termination:

1. Upon termination of this Contract, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.
2. Upon termination of this Contract, without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums

owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

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.

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.

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.

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.

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 The University is committed to reducing the adverse environmental impact of our purchasing decisions; we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. We encourage proposals to include economical and environmentally friendly products and service options which serve to minimize waste, reduce excess packaging, recycle, reduce, reuse, prevent pollution and/or offer resource efficiency. It is our goal to maximize environmental responsibility on the UMass Campuses. Please propose details on how your company can support our initiative to provide sustainable products and services to our end-users.

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

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

Data Security and Breach Notification:

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

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

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

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

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

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

Treasurers Office required language:

Service Providers and third-party providers and the “UMASS merchant” represent and warrant to the other party that it is Payment Card Industry Data Security Standard (PCI-DSS) compliant and shall remain compliant during the term of the Agreement. In the case of a third-party application, the applications will be listed as PA DSS compliant at the time of implementation by the University. In either situation, should either party become non-compliant during the term, the non-compliant party shall promptly notify the other party of its non-compliance status. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI DSS in the performance of their individual and mutual responsibilities under this Agreement.

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

Receipt of RFB from a Source Other than Issuing Office – WARNING:

Prospective bidders who have received this document from a source other than the Issuing Office should be aware that all official documents, including amendments, are posted on the University of Massachusetts Amherst Procurement web-site at: <http://www.umass.edu/procurement/bidsopen>

Bidders assume complete responsibility for obtaining all amendments, and will be bound by the terms of all amendments, even in the event that they do not receive direct communications from the Issuing Office prior to the closing date. It is the vendor’s responsibility to check the University of Massachusetts Amherst Procurement web-site.

Submission of a Bid:

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

The parties understand and agree that this contract and the bidder’s response shall constitute the entire agreement and shall supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

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 **Thursday, January 26, 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-4491***

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**

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.

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:** _____

Vendor Name: _____

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

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

Name of Person Submitting Bid: _____

Authorized Signature: _____