



UNIVERSITY OF MASSACHUSETTS-AMHERST

Procurement Department

407 Goodell Bldg., 140 Hicks Way

Amherst, MA 01003-9334

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(THIS IS NOT AN ORDER)

REQUEST FOR BID # CA12-RH-4502

		RFB Opening Date & Time: February 22, 2012 @ 1:00 PM EST	
		Requested by: Rosemary A. Hassay Telephone: 413-545-0361 Department: Procurement Department Date Prepared: 2/7/2012	
	Description	Unit Price	Total Price
	BIDS ARE REQUESTED TO PROVIDE CAMPUS CONTRACT: PROPANE PER THE ATTACHED SPECIFICATIONS FOR THE BID OPENING ON: February 22, 2012 @ 1:00 P.M. EST		
	Contract Term: March 1, 2012 through February 28, 2014 with the option to renew for an additional eight (8) one-year terms.		
	DELIVERED PROPANE COST - \$ _____ PER METERED GALLON		
	ROUTINE MAINTENANCE COST - \$ _____ PER HOUR		
	EMERGENCY SERVICE COST - \$ _____ PER HOUR		

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:**

**Campus Contract: Propane
per the following specifications**

RFB# CA12-RH-4502

Bid Opening Date – February 22, 2012 @ 1:00 p.m. EST

The Procurement Department at the University of Massachusetts Amherst is seeking bids to provide the Campus Contract for Propane per the attached specifications.

Scope of Services:

The awarded vendor must provide tanks and provide routine maintenance on heating systems and 24-hour emergency service for fixing meters and delivery.

The awarded vendor is responsible to visit each site and acquire tank location and tank size.

All prices must be submitted on a net basis and shall remain firm throughout the term of the contract. Note: “Net Basis” must include all charges, including transportation, excise fees, hazardous materials fees, fuel surcharges, etc.

No other charges will be allowed unless they are clearly spelled out in the vendor’s bid response.

List of Locations:

Here is a list of locations and tank size for each location. (The University makes no guarantee that it is accurate in all respects.)

Location

Bowditch Lodge / Stadium Drive	1 Tank / 100 gallons each
Central Heating Plant	1 Tank / 100 gallons each
Chancellor’s House	1 Tank / 100 gallons each
Chenowith – Food Tech & Science	2 Tanks / 100 gallons each
Dickinson Hall – Underground Tank	
Farley Lodge / Stadium Drive	1 Tank / 100 gallons each
Fernald Hall	1 Tank / 100 gallons each
Fearing Street (93) – Part of housing	3 Tanks / 100 gallons each
French Hall	1 Tank / 100 gallons each
Goessman Chemical	7 Tanks / 100 gallons each
Graduate Research Center – Lowrise	1 Tank / 100 gallons each
Hadley Farm / Dairy Farm	3 Tanks/ 100 gallons each
Hadley Farm / Tractor Barn	1 Tank / 1,000 gallons each
Hadley Farm / Turf Research & Ed Center	1 Tank / 1,000 gallons each

Hadley Farm / Alpaca Barn	1 Tank / 100 gallons each
Hadley Farm / Alpaca Office	2 Tanks / 100 gallons each
Hadley Farm / Horse Barn	2 Tanks / 1,000 gallons each
Hadley Farm / Livestock Barn	1 Tank / 1,000 gallons each
Hadley Farm / Police Barn	2 Tanks / 500 gallons each
Hadley Farm / Lawrence Riding Arena	1 Tank / 500 gallons each
Hatch Lab N	1 Tank / 100 gallons each
Hatch Lab S	1 Tank / 100 gallons each
Holdsworth Hall	1 Tank / 100 gallons each
Marston Hall	1 Tank / 100 gallons each
Morrill Science # 1 (Public Heath)	1 Tank / 100 gallons each
Morrill Science # 2	1 Tank / 100 gallons each
Morrill Science # 3	1 Tank / 100 gallons each
Morrill Science # 4 N	1 Tank / 100 gallons each
Morrill Science # 4 S	1 Tank / 100 gallons each
New Cold Storage / Auxiliary Services Warehouse	2 Tanks / 1,000 gallons each
Paige Lab	1 Tank / 100 gallons each
Stockbridge Hall	1 Tank / 100 gallons each
Thayer Lab	1 Tank / 500 gallons each
Tilson Farm / Animal House	1 Tank / 500 gallons each
Tilson Farm //Water Treatment Facility	1 Tank / 1000 gallons each
Tilson Farm / Construction Services	4 Tanks / 100 gallons each
Tilson Farm / Tilson Power Plant	2 Tanks / 100 gallons each

Contract Term:

This contract shall commence from March 1, 2012 through February 28, 2014 with the option to renew for an additional eight (8) one-year periods, based upon the mutual agreement of the successful bidder and the University at least 30 days prior to the end of the respective period.

1 st Renewal Term:	March 1, 2014 through February 28, 2015
2 nd Renewal Term:	March 1, 2015 through February 29, 2016
3 rd Renewal Term:	March 1, 2016 through February 28, 2017
4 th Renewal Term:	March 1, 2017 through February 28, 2018
5 th Renewal Term:	March 1, 2018 through February 28, 2019
6 th Renewal Term:	March 1, 2019 through February 29, 2020
7 th Renewal Term:	March 1, 2020 through February 28, 2021
8 th Renewal Term:	March 1, 2021 through February 28, 2022

Terms and conditions shall remain firm throughout the term of the contract. Bid prices will remain firm for the initial two (2) year term.

Price increases for any renewal periods will be limited to the lesser of ____% (**bidder to fill in percentage**) or the increase of the Labor Department’s consumer-price index for all urban customers (CPI-U) for the category “All Items” over the previous 12-month period as published by the US Department of Labor, Bureau of Labor Statistics (www.bls.gov/cpi).

Price is net. F.O.B. Destination including all custom duties and charges and delivery into the University's storage tanks or delivery of cylinders at the various locations contained herein. No additional delivery charges or fuel surcharges will be accepted except as noted in the RFB.

Subject to the appropriation of funds, may the University extend this contract for eight (8) additional one-year terms. 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: _____

Contract Management:

Bidders must designate a contract manager who will be responsible for the overall management, performance and reporting requirements of this contract. This must include the name, address, phone number, fax number and E-mail address. A valid E-mail address is a mandatory submission requirement for this RFB. Because the University conducts business via Internet technology, the University must have the ability to communicate, send files, download files, etc. from the Internet.

In addition, the bidder must provide the name and phone number of the designated individual that can be contacted by the University (365 days, 24 hours) during a declared state of emergency.

Contractors are responsible for communicating any changes in the designated contract manager or company information to the Procurement Purchasing Manager and/or Director of Procurement and Campus Services within twenty-four (24) hours of the change.

Tank/Cylinders/Equipment/Maintenance/Safety:

Price includes the cost of all tank installation, regulator, turnoff valves and gauge installation and replacement, use of equipment (tanks, cylinders), initial leak testing, operational instruction of agency personnel and period inspections/maintenance of installations to meet all safety requirements. Price does not apply to modifications to interior appliances to meet safety code requirements or additional piping requiring beyond the exterior wall of a building to bring a facility up to safety code compliance or the addition of compliance. Appropriate documentation must be provided to agency regarding tank ownership.

Contractor agrees to complete all installation within 21 days after receipt of an order of any new tanks to the University. Tank installation and delivery schedule is to be coordinated with the University. New contractor may make arrangements to assume ownership of current tanks with existing contractor. If contractor makes these arrangements all requirements of paragraph one remains in effect.

All equipment and the installation of the same must meet the requirements of the National Fire Protection Association Code, latest edition. The contractor shall make or cause to be made by qualified individual's periodic inspections of the installation to meet all safety requirements.

The transition period to convert the current propane tanks will be 90 days. The conversion of propane tanks must be completed on or before June 1, 2012.

Tank Removal:

The contractor shall be responsible for the removal of all tanks within ninety (90) days after the award of the new contract unless the contractor is either successful in obtaining the new contract for that particular agency or arranges to exchange tanks with the new successful contractor. If such tanks are not removed within the ninety (90) day period, the contractor will be held liable for all charges related to the removal and disposal of the tank. Tanks are not to be replaced without prior authorization from the University.

In the event of the removal of all tanks, payment for all un-used propane that are in the tanks will be due to the University of Massachusetts Amherst in full, via a certified check payable on or before June 1, 2012.

Visit to the Site(s):

Prior to initial delivery, the awarded vendor should visit the site(s) to familiarize itself with the facilities at the University and in particular with the area(s) in which the equipment is installed. It shall be the contractor's responsibility to inform the University of any changes required before delivery.

Quality of Propane:

The bidder guarantees that the product supplied will meet or exceed the ASTM Specifications for Liquefied Petroleum (LP) Gases, Designation D1835-91 and NFPA58 Standard for the storage and handling, or latest version thereof.

Title to Propane Fuel:

The contractor warrants that it has good and merchantable title to the propane fuel supplies that will be supplied in meeting its obligations pursuant to this solicitation and resulting contract. Further the contractor warrants that the propane fuel that it sells to the University is free of liens and adverse claims of every kind. The contractor or its successor shall indemnify and hold 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 which attach before delivery to the University's sites. The title to such propane fuel will pass to the contract user (buyer) at the delivery point(s).

Quantity of Propane Fuel:

The contractor is obligated to supply the full propane requirements of the contract user to include the purchase, transport and delivery of propane fuel to the University. The contractor is responsible for all costs associated with the transport of propane fuel to the University's tank.

Reliable Supply:

The contractor will take all reasonable and prudent steps to insure the contract users of a continuous supply of propane fuel.

Replacement Costs:

If the contractor is unable to supply the required volume of propane fuel, and the University purchases propane fuel from another supplier, the contractor will be responsible to pay the price differential and any associated penalties incurred by the University. The contractor shall be responsible for the net cost difference between replacement fuel supply cost and the cost of the contracted propane fuel supply, plus any associated penalties, if the contractor is unable to fulfill the obligations for reasons other than force majeure. The University and any other eligible contract user reserve the right to withhold that portion of the previous month's balance due to satisfy the contractor's obligation in this section.

Guaranty of Purchases under this Contract:

The University of Massachusetts Amherst does not make any guaranty of volume of propane fuel to be purchased under this contract.

Delivery:

The awarded bidder must verify operational details about sites prior to making deliveries. Contractors must deliver to all identified sites that are accessible by truck. Delivery of propane fuel must be made on days and during hours that are acceptable to the University. Lead-time for normal delivery will be 24-hours; 48-hours for holidays and weekends. Deliveries must be in compliance with all applicable local, state and federal laws and regulations. Contractors are responsible for paying for any damage they cause at a site.

Emergency Delivery/Dispatch Services:

Contractor must have available dispatch services 365 days a year/ 24 hours a day/ 7 days a week. Should the University run out of propane at any time creating an emergency situation, the contractor shall be required to provide product within four (4) hours of a telephone call from the University. If emergency deliveries become a recurring problem, the contractor must seek resolution via contact with the Procurement Purchasing Manager or the Director of Procurement and Campus Services.

Spills and/or Accidents:

While performing work under this contract, the contractor shall be responsible for completing clean-up of any spills or accidental releases to the environment (pursuant to MGL c. 21E and other relevant regulations) at no cost to the University. The contractor shall notify all local, state and federal authorities as required by law in the event of such a release or threat of release. The contractor will immediately notify the University in writing, in the event of a spill, release or threat of a release to the environment and prior to initiating clean-up response actions. If prior notification to the University is not possible, then the contractor shall take appropriate response actions, and notify the University in writing as soon as possible thereafter. The contractor must provide a written summary of the response actions taken in any case within the timeliness established for reporting of spills and/or contamination as set forth in MGL c 21E

State of Emergency/Disaster:

In the event of, and for the duration of, any state of emergency or disaster declared by the Governor, the contractor shall be prepared to provide continuous twenty-four hour service as directed by the State. For the purpose of maintaining necessary communications and service, the contractor will designate a primary contact person. The contractor guarantees that the person so designated will be available throughout the emergency.

Regulatory Changes:

In the event of the adoption of changes to the laws regulating the Propane Fuel Industry by any governmental authority, which substantially modifies the regulatory structure in place, the parties will negotiate in good faith an appropriate amendment to this Agreement. Such amendment shall be designed to retain the existing relationships between the parties with due consideration of the risks and rewards. If a regulatory change occurs which gives rise to the belief in either party of a necessity to negotiate an appropriate amendment to this Agreement, the party claiming the need to modify the other party at first opportunity, but in any event 20 days of the occurrence of the event. If, after 30 days of notice, the parties are unable to negotiate an amendment mutually agreeable to each other than this Agreement shall terminate on the date that the regulatory change becomes effective. The contractor agrees that it has specifically assumed the risks and liabilities associated with pricing and terms and conditions of this RFB as specified in this contract except the uncertainties as specified above. Mere changes in market conditions and prices of propane fuel shall not be a change entitling either party to re-negotiate this Agreement.

Award of the Contract:

The University reserves the right to award this contract in a manner that is deemed in the best interest of the University.

References:

List three (3) professional references representing public organizations or private businesses 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.

Insurance and Liability:

The awarded vendor shall purchase and maintain at its sole cost and expense throughout the term of this Agreement adequate insurance coverage necessary for the performance of the work under the Contract. Such insurance should include but not be limited to the following types and amounts of coverage:

- a. The following minimum insurance coverage is required.
 - i) Workers' Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.
 - ii) Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per accident. The policy must be endorsed to include the University as an additional insured.
 - iii) Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) per aggregate. The policy must be endorsed to include the University as an additional insured.
- b. All insurance maintained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best's Rating of not less than A- and be reasonably acceptable to the University.
- c. If requested by the University in writing, the Contractor shall furnish certified copies of the aforementioned policies to the University's designated representative.
- d. All insurance maintained by the Contractor shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributing. The Contractor shall provide the University with certificates of insurance evidencing the above referenced insurance policies within ten (10) days of the execution of this Agreement.
- e. The certificates shall contain an unequivocal provision that the University shall be given thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage.
- f. Contractor shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that Section requires Contractor to have.

- g. Contractor's and/or Contractor's subcontractor's failure to provide or to continue in full force the insurance that this section requires shall be a material breach of this Agreement and may, at the sole determination of the University, result in termination of this Agreement for cause.

Protection of Lives and Health:

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.

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.

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.

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.

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

Scheduling and Coordination:

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.

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.

Safety & Health:

Each General Contractor and subcontractor shall observe the following stipulations:

- Perform all work in accordance with the Federal and 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.

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.

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.

Parking Regulations and Use of Walkways:

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.

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.

The contract may be terminate, with cause, by either party, upon ninety (90) days written notice, one to the other.

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.

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 - 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.

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

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:

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

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

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

Data Security and Breach Notification:

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

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

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

The Vendor shall retain any University data only as long as needed for the specified 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.

Future Expansion:

The University of Massachusetts Amherst is part of both a Five College (Smith, Mt. Holyoke, Hampshire, Amherst College and UMass) and five campus (Amherst, Boston, Dartmouth, Lowell, Worcester) consortia where contracts are often shared. If the Amherst campus wanted to extend service to our sister institutions, would you be open to and capable of this arrangement? Yes: _____ No: _____

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

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

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

Submission of a Bid:

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

Bid Opening Time and Date:

Bidders shall deliver **two (2) copies** of their bid response in its entirety including all requested samples and/or supporting documentation as required in the bid specifications to the following address by **Wednesday, February 22, 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 CA12-RH-4502***

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.

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, February 15, 2012 at 2:00 PM.

No telephone calls will be entertained.

No electronic bids will be accepted.

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, February 16, 2012. The contact information for this individual is:

<p style="text-align: center;">University of Massachusetts Amherst Rosemary A. Hassay, Purchasing Manager FAX: (413) 545-1643 E-Mail: procurement@admin.umass.edu</p>
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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: _____

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: _____