UNIVERSITY OF MASSACHUSETTS

REQUEST FOR BID

DEVICE CHARACTERIZATION

RFB AA15-GD-5037

SUBMITTED BY THE UNIVERSITY OF MASSACHUSETTS, PROCUREMENT DEPARTMENT, AMHERST MA 01003
Device Characterization

SECTION I – GENERAL INFORMATION

The University of Massachusetts Amherst is seeking bids on the items detailed in Attachment A of this Request for Bid (RFB).

Vendors are encouraged to review the specifications and submit equipment that meets or exceeds the requirements listed.

The vendor that provides the best overall value for University will be selected from all bids received by the deadline in the RFB.

Vendors should pay close attention to Section 16 Exceptions to Contract Terms and Conditions which states in part a vendor that takes exception to any of the terms or conditions outlined herein may have their bids rejected by the University. This is important to note since the University is not legally able to accept specific terms and conditions and will reject bids that do not meet their requirements.

SECTION II – TERMS AND CONDITIONS

1. **Certification of Tax Status:** Pursuant to Massachusetts General Law, Chapter 62C, Section 49A, the bidder certifies under penalties of perjury that to the best of the bidder’s knowledge and belief, they have filed all state tax returns and paid all state taxes required by law.

2. **Certification of Non-Collusion:** Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), the bidder certifies under penalties of perjury that their bid is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

3. **Conflict of Interest:** The University of Massachusetts may by written notice to the bidder, terminate the right of the bidder to proceed under the contract award if UMass determines that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the bidder, or agency or representative of the bidder, to any officer or employee of UMass with a view towards securing the agreement or securing favorable treatment with respect to the awarding or amending of the making of any determinations with respect to the agreement and as set forth in Massachusetts General Law, Chapter 268A.

4. **Indemnification:** The Vendor shall indemnify and hold harmless the University of Massachusetts, its agents and employees from and against all claims, for infringement of any United State Patent, or damages, losses, and expenses including reasonable attorney fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, good, or equipment, as required by the Request for Bid, including but not limited to claims regarding defects in materials, good, or equipment, which is caused in whole or in part by any breach of contract, or omission of the successful proposer(s), any sub vendor(s), or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
5. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6. **Nondiscrimination in Employment and Affirmative Action:** The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Vendor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1900; and Massachusetts General Law, Chapter 151B.

7. **Recordkeeping, Audits & Inspection of Records:** The Vendor shall maintain books, records, documents, 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. 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 there from, or until the end of the applicable retention period, whichever is later. 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 date of the Vendor which pertain to the provisions and requirements of this contract. Such access shall include on-site audits, review, and copying of records. Vendors providing services over $10,000 within a twelve (12) month period to the University hereby consent to grant the Federal Controller General or HHS or their agents access to the Vendor’s books, documents or records as per the Omnibus Reconciliation Act of 1980.

8. **Bid Evaluation Criteria:** The award will be made to the bidder who, in the opinion of the Selection Committee, offers the best overall package. The evaluation will include, but will not necessarily be limited to, the following (in rank order of importance to the University - note that some may be of equal importance):

   - Quality and functionality of instrument proposed. See Attachments A specifications of equipment required.
   - Total cost for equipment and warranty
   - The Bidder’s Customer support package including quality and length of warranty
   - The Bidder’s references
   - Delivery schedule and terms
   - Responsiveness to the RFB and quality of the bid offer

The bids will be evaluated based on a point system. The criteria and their assigned points will be placed in a sealed envelope in the bid file prior to the bid opening date and time, for use by the Selection Committee during the award process.

The University reserves the right to split awards, if deemed by the Director of Procurement to be in the best interest of the University. If a split award is unacceptable to the bidder, it must be so stated in the bid response.
The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part and to waive any informality or technical defects if, in its judgement, the best interests of the University will be served.

Vendors must supply the current model of the equipment being purchase at the time of shipment to the University. As a result, the University will receive the current model of the equipment even if this model was released for sale after the University issued its purchase order and the vendor submitted its response. The pricing will remain the same.

9. **“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. The University will determine the article offered and how it differs from the referenced brands. The University will determine whether a substitute offer is equivalent to meet 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; 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, if any, 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.

Acceptance/Rejection of Bids: Only bids that are received by the bid opening date and time and at the designated location will be considered. The Director of Procurement reserves the right to reject any or all bids, wholly or in part and to make an award in a manner deemed by him to be in the University’s best interest.

10. **Questions:** All questions from prospective bidders concerning this RFB must be submitted in writing by email only to the following contact by 3 p.m. on April 29, 2015.

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<tr>
<td>Gary S. Duggan</td>
<td>Assistant Director of Procurement – Business Services</td>
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<td>University of Massachusetts Amherst</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:gsduggan@admin.umass.edu">gsduggan@admin.umass.edu</a></td>
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No telephone calls will be accepted. Prospective Bidders are prohibited from obtaining information about this RFB from any source except the University representative above, or the representative’s designee. The University reserves the right to disqualify any Bidder that violates this section.

Inquiries received after the specified date and time will not be accepted. The University will post its response on the Procurement Web page to all written questions from prospective bidders by formal addendum by 5 p.m. on May 1, 2014. The University will extend the due date by written
addendum if such information significantly amends this or makes compliance with the original proposed due date impractical.

11. **Bid Opening Date & Time**: The Bidder shall deliver: one (1) bound paper original and 3 electronic copies on flash drives of its bid to the following address by **1:00 P.M. E.S.T. on May 7, 2015** at which time the bids will be opened and publicly read:

| University of Massachusetts Amherst  
| Procurement Department  
| 407 Goodell Building  
| 140 Hicks Way  
| Amherst, MA 01003  
| Attention: RFB AA15-GD-5037 |

It is the sole responsibility of the bidder to insure that its bid is delivered to the Amherst Procurement Department at the location listed above in its entirety by the due date and time. Late bids, or bids delivered to the wrong location, will not be considered, and will be placed, unopened, in the bid file.

12. **Public Information**: All bids and related documents submitted in response to this are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, 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. For more information go to: [http://www.sec.state.ma.us/pre/preidx.htm](http://www.sec.state.ma.us/pre/preidx.htm)

13. **Cost To Submit/Present**: The University is not responsible for any expenses that may be incurred by any bidder to prepare, submit, or present bids.

14. **Alterations To Bid**: The bidder may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration to a bid.

15. **Attachments**: Any items to which the bidder responds in an attachment shall reference the item number listed in this RFB.

16. **Exceptions to Contract Terms and Conditions**: If bidder takes exception to any of the terms or conditions outlined herein, it must be clearly noted in their bid response, referencing the item number and an explanation. *The University may use exceptions as grounds for rejection of the entire bid at the University’s sole discretion.*

**SECTION III – THE BID RESPONSE**

17. **Delivery**: Items ordered against this RFB shall be delivered F.O.B. the University of Massachusetts Amherst, to a customer designated location, named at the time of order placement. *The University will NOT accept title to the equipment until it is received and accepted at the University’s loading dock. The vendor is responsible for the purchase of any insurance necessary to cover damage in transit.* Any shipping or handling charges must be clearly listed on the vendor’s bid. If there is not a separate line for shipping/handling costs listed on the bid the University will not accept additional costs after the award is made. The delivery of some instruments will be delayed until December 2015 or January 2016. University will notify successful vendor of actual dates once an award is made.
18. **Pricing:** Bidders shall structure their bid pricing as follows:

A. Pricing must be all inclusive...additions will not be allowed after the bids are opened.

B. Vendor must include a full set of specifications on their equipment. A link to an on-line site with additional information is desired.

C. **The vendor is required to provide details of how their system compares, both technically and functionally, with the equipment specifications listed in this RFB to insure the University is able to properly evaluate their bid.**

D. **Payments:** The University’s payment terms are net thirty (30) days from the receipt of contractor’s invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with M.G.L. C29, s29c and with Commonwealth regulation 815 CMR 4.00. The University will make a 50% down payment to the vendor in order to give the vendor the ability to offer the University the best possible price for the equipment. The final payment will be released when the equipment is received and accepted by the University.

19. **Bidder's References for Contact Purposes:** The bidder shall provide with their bid response, the names, addresses, contact names, and telephone numbers of three clients, similar in size and scope to the University and that currently utilize their services. The bidder shall indicate how long the bidder has had a contractual relationship with the client and the types of products and services provided to the client. We prefer that you include at least one higher education reference. The University reserves the right to contact other former/present clients for reference purposes if they feel it is appropriate.

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20. **Policy for Merchandise Returns:** Please explain in detail your policy for merchandise that is returned to you for restocking, including, but not necessarily limited to:

- the number of days the University department would have to notify you of their intent to return an item
- whether you charge a restocking fee, and if so, how it is calculated
- whether there is a difference in your policy for the return of some types of items than for others

Material that is to be returned to a vendor shall be picked up by the vendor at the original point of delivery, or as specified by the customer at the time pickup is requested.

21. **Additional Costs**: Bidder shall indicate in the bid response any additional costs that are associated with the bid. As cost is an integral part of determining the bid award, Bidder must be specific. Failure to specify “other costs” will bar the vendor from future requests for additional cost reimbursements.

22. **Warranties**: The University is interested in reviewing various warranty options including an extended warranty. The warranties on all equipment will not begin until the equipment is placed in service and accepted by the University.

23. **University Contract for Services**: The successful vendor, if it is providing a service, will be required to sign the University’s standard Contract for Services which can be viewed at: [http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf](http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf)
   If the company takes exception to any of the contract terms and conditions contained therein, note it as an exception in the proposal 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.

24. **Delivery Date**: Please include an estimated delivery date in your response.

25. **Site Preparation**: Include in the bid response any special site preparations or requirements of equipment to insure that your equipment can be installed properly. Also include a description of any installation labor that must be done by the vendor and the cost for this labor.

26. **Corporate Partnerships Opportunities**: The University will consider opportunities where the awarded vendor and the University can cooperate on potential research partnerships, student internships, scholarships and related programs. See Attachment B for full details of these opportunities.

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**Vendor Name**: ________________________________________________________________

**Bid Submitted By**: ______________________________________________________________

__________________________________________________________

Signature and Title

**Print Name**: __________________________________________________________________

**Contact Person for Questions or Points of Clarification**: ______________________________

**Telephone #** ________________________

**Fax No.** ___________________________ **E-Mail Address**: ____________________________
27.0 Product Description

Device Characterization Request for Bids

(1) Surface Potential Analyzer
   Surface Potential Analyzer with necessary electrodes, calibration substrate, sample cells, spare parts, and consumables.

(2) Lyopholizer
   -4L capacity
   -208V 60 Hz wiring
   -Collector temperature down to -105C
   -Must include vacuum pump and any other required accessories in quote.

(3) Force Displacement Test Machine
   -Force > 2000 pounds
   -Maximum test height > 12” with load cell
   -Option for forced air temperature control
   -Space between columns > 12”
   -Dynamic Performance > 100 Hz
   -Compression Plates
   -Mechanical Wedge Grips
   -Option for environmental chamber
   -Option for Torison Testing

(4) Plate Fluorimeter
   -Compatible with 96 well plate
   -Dual monochromator system 250nm-850nm
   -measure absorbance from 250nm-850nm
   -option of cuvette holder if available
Section 1: Introduction
As part of this UMass Amherst Request for Bid the Amherst campus is offering an opportunity for the successful bidder to enter into a Partnership with the University of Massachusetts Amherst to support and promote students and their education in a meaningful manner. Bidders are invited to take advantage of this unique opportunity to participate in special programs and educational opportunities that will allow your firm to gain greater exposure and become a Corporate Partner of UMass Amherst.

Section 2: Background
A leading center of public higher education in the Northeast, the University of Massachusetts Amherst, has a reputation of excellence in a growing number of fields for its wide and varied academic offerings, and for its expanding roles in education, research and public service (see www.umass.edu). The University of Massachusetts Amherst is the flagship campus of the Commonwealth's University system, is a research university with a faculty of 1,180 members; enrolls over 26,000 students from all fifty states and over 100 countries. In addition to faculty, the Amherst campus employs 5,100 staff. The campus is comprised of over 11 million gross square feet of space on 1,400 acres of land. The Amherst campus is located in the scenic Pioneer Valley of Western Massachusetts, 90 miles from Boston and 175 miles from New York City. The campus provides a rich cultural environment in a rural setting close to major urban centers. The University is a center for a wide array of events that brings nearly 477,500 people to its various venues. Offering programs in the sciences, liberal arts and professional fields leading to Associate's, Bachelor's, Master's and Doctorate degrees, it has eleven schools and colleges. UMass Amherst is classified as "Research Extensive/Very High Activity" by the Carnegie Foundation, one of two such public institutions in New England.

Section 3: Corporate Partnership Opportunities:

1. Student Internship Opportunities: The University is interested in having the successful vendor provide paid internship opportunities to students enrolled at the University. If interested please include in your response how your company would participate in this opportunity by describing, in detail, any opportunities that you are offering. In your response clearly indicate the number of opportunities that would be offered each school year during the contract term, including option years, plus details such as a description of the position(s), where the position(s) are located and any other details available.

Is your company interested in providing internships to UMass Amherst students? __Yes __No

2. The Community Scholarship Program: At the University of Massachusetts at Amherst, we have a long tradition of welcoming undergraduates from many cultures and backgrounds. Our highest priority is to make certain that qualified students can receive the best academic education at UMass Amherst, regardless of their family’s financial means. To support this mission we welcome gifts that will help us support the Community Scholarship Program. Your gift may be designated to a particular college or department and can be named to honor someone you would like to associate with a deserving young person. First-generation students and those from underrepresented groups will especially benefit from this scholarship program. Named giving and endowment opportunities range widely and can be discussed.

Is your company interested in contributing to the Community Scholarship Program __Yes __No

3. Faculty Research Grants (FRG) support the development of new scientific investigations and creative projects at UMass Amherst. The program promotes excellence, helps catalyze the scholarship of promising faculty and fosters the dissemination of research results and creative products. Philanthropic support for the Faculty Research Grants program at UMass Amherst is an important source of funds necessary to fuel innovation and creative activities. FRG
donations will be distributed to faculty scholars through a semi-annual competitive, peer-reviewed process. Your gift today will make an important contribution to research, creative output and public service to benefit the people of Massachusetts, the nation and the world.

Is your company interested in contributing to the Faculty Research Grants __Yes __No

4. Equipment Donation: Is your company interested in donating equipment to assist the University in research for the public good? Equipment can be new, used or remanufactured.

Is your company interested in donating equipment __Yes __No

Note that the University will not accept higher prices to fund any of the programs listed in Attachment B nor will responses be used in determining which vendor to award a contract to.

END OF ATTACHMENT B