



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-4372

		RFB Opening Date & Time: September 20, 2011 @ 1:00 pm DST	
		Requested by: Kyle Bostrom Department: Center for Agriculture Phone: 413-658-4105 Date Prepared: 9/7/2011	
	Description		
	BIDS ARE REQUESTED FOR THE SALE OF SURPLUS STANDING CORN FOR SILAGE PER THE ATTACHED SPECIFICATIONS FOR THE BID OPENING ON SEPTEMBER 20, 2011 @ 1:00 P.M. DST		
	THE BUYER ACKNOWLEDGES THAT ALL EQUIPMENT IS SOLD "AS IS" AND "WHERE IS" WITH ALL FAULTS. THE SELLER DISCLAIMS ANY WARRANTIES, INCLUDING ANY WARRANTY FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF MERCHANTABILITY.		
	RETURNS WILL NOT BE ACCEPTED.		

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY at: 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. **No electronic bids will be accepted.**
- 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. Any bid received below the minimum selling price will not be considered and will be disqualified by the University.
- The successful bidder is responsible for all packing, handling, loading and removal of the sold surplus equipment from its location on the University property.
- UMass Amherst personnel will not be available and are not responsible for the loading or handling of any surplus equipment.
- Returns will not be accepted.
- All items are offered "as is" and "where is" to the highest bidder. The buyer acknowledges that all equipment is sold "as is" and "where is" with all faults. The seller disclaims any warranties, including any warranty for a particular purpose and any warranty of merchantability.
- The University makes no representations regarding the suitability of these items for any purpose nor does the University make any representation regarding any lien or legal impediment accruing to the items offered.
- The University reserves the right to reject any or all bids or parts thereof, if deemed in the best interests of the University and may decide not to make an award on any individual item or combination of items.
- 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.



University of Massachusetts Amherst

Department of Procurement

Request for Bids:

Sale of Surplus Standing Corn for Silage

RFB# AA12-RH-4372

Bid Opening Date – September 20, 2011 @ 1:00 p.m. DST

The surplus property listed in the attached forms is surplus to the needs of the University and are hereby offered for sale to the general public. All items are offered “as is”, “where is” to the highest bidder. The University makes no representations regarding the suitability of these items for any purpose.

The Successful Bidder is responsible for all packing, handling, loading, removal and transportation of the sold surplus property from its location on the University property. UMass Amherst personnel will not be available and are not responsible for the loading or handling of any surplus property. The University assumes no condition of the property either before the sale or thereafter.

Instructions for submitting a bid are:

1. **Bids must be submitted on the Bid Response Form listed in this RFB.**
2. Enter your bid price in the last column titled “**Bid Price**”.
3. All bids must be submitted in U.S. Dollars
4. Please note that you **do not** have to bid on all items listed.
5. Fill in the information on the bottom of the **Bid Response Form** listed on page 3 of this RFB. It is important that the form is completed in full, listing your name, address, city, state, ZIP CODE, phone number and E-mail address. Failure to complete and sign the **Bid Response Form** in full may result in disqualification by the University.
6. **Correspondences regarding bid award will be sent to the awarded bidders via E-mail.**
In the event that a bidder does not have E-mail the correspondences will be sent via regular mail.
7. Any exceptions added by the bidder to the listed information may be grounds for rejection of the bid at the University’s discretion.
8. All bids and other information must be legible and neatly written.
9. Obscure bids or bids that are not clearly written may be rejected at the University’s discretion.
10. Bidders shall deliver one (1) copy of their bid response (completed **Bid Response Form**) by Tuesday, **September 20, 2011 @ 1:00 pm DST** at which time the bids will be opened and publicly read.
Bids must be clearly marked with the bid number: **RFB# AA12-RH-4372** and sent to:
University of Massachusetts; Procurement Department; 407 Goodell Building; 140 Hicks Way; Amherst, MA 01003.

Bidders are not required to bid on every item. The University reserves the right to reject any or all bids or parts thereof if deemed in the best interests of the University and may decide not to make an award on any individual item or combination of items.

PROCEDURE FOR VIEWING SURPLUS PROPERTY - The surplus property can be viewed by appointment only.

Contact: Kyle Bostrom to schedule an appointment to view and / or pickup equipment. **Office Phone:** 413-658-4105 / **Cell Phone:** 413-695-5961 /
E-Mail: kbostrom@cns.umass.edu

NOTIFICATION OF AWARD AND REMOVAL OF SURPLUS PROPERTY

The successful bidders will be notified of their awards.

If the total purchase price is less than \$ 300.00 payment can be made with a personal check, certified check, official bank treasurer’s check or money order payable to the University of Massachusetts. This must be received prior to the removal of the surplus property.

If the total purchase price is \$ 300.00 or greater, payment must be made with an official bank treasurer’s check or money order payable to the University of Massachusetts prior to the removal of the surplus property.

No Cash Payments will be accepted.

The pickup of all surplus property offered in this request for bid must be completed on or before October 8, 2011.
Any surplus property that is not picked up by this date may be cancelled by the University.

If a bidder fails to pay for and/or remove the item(s) by **October 8, 2011**, the University reserves the right to award the item(s) to the next highest bidder without recourse. Non-compliance with either or both of these terms will result in the removal of the bidder’s name as an eligible bidder on any future sales for a period of one (1) year.



University of Massachusetts Amherst

Department of Procurement

Bid Response Sheet

Sale of Surplus Standing Corn for Silage

RFB# AA12-RH-4372

Bid Opening Date – September 20, 2011 @ 1:00 p.m. DST

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

Any bid received below the minimum selling price will not be considered and will be disqualified by the University.

Table with 5 columns: #, Year, Description, Minimum Selling Price, Bid Price per Ton. Row 1: 1, 2011, Harvesting of Standing Corn for Silage, \$ 12.00 per ton, (blank)

- Location: University of Massachusetts Amherst 88-91 River Road South Deerfield, MA 01073
Corn will be standing, to be harvested for silage
The awarded vendor must provide their own Harvesting and Trucking Equipment
Approximately seven (7) acres total, divided into multiple plots
Corn must be harvested on or before October 8, 2011
The first load and last load will be weighed and the average weight will be used for all loads. The awarded bidder is responsible for having the loads weighed at the certified scale house and any related costs.
Price will be based on a per ton basis – standing corn.
There are an estimated 100 tons +/- . No guarantee of volume is made by the University.
The awarded bidder must provide the appropriated certificate of insurances with their bid response.
The awarded bidder must harvest all plots issued.

The pickup of all surplus property offered in this request for bid must be completed on or before October 8, 2011.



Name: _____

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

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

Authorized Signature: _____

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.

All surplus standing corn can be viewed by appointment only.

Contact: Kyle Bostrom to schedule an appointment to view and / or pickup equipment.

Office Phone: 413-658-4105 / Cell Phone: 413-695-5961 / E-Mail: kbostrom@cns.umass.edu

The pickup of all surplus property offered in this request for bid must be completed on or before: **October 8, 2011.**

THE BUYER ACKNOWLEDGES THAT ALL EQUIPMENT IS SOLD “AS IS” AND “WHERE IS” WITH ALL FAULTS. THE SELLER DISCLAIMS ANY WARRANTIES, INCLUDING ANY WARRANTY FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF MERCHANTABILITY.

RETURNS WILL NOT BE ACCEPTED.

**The pickup of all surplus property offered in this request for bid must be completed on or before
October 8, 2011.
Any surplus property that is not picked up by this date may be cancelled by the University.**

If Buyer fails to pay for and remove equipment from University premises with-in the period listed the Buyer will become ineligible to bid on University surplus equipment for a period of twelve (12) months from original bid date.

Buyer agrees that the Seller shall have no liability for consequential, incidental, special or punitive damages arising out of this agreement.

Buyer shall be responsible for all packing, handling, loading, insurance and transportation costs associated with the removal of the equipment purchase and identified herein.

UMass Amherst personnel will not be available and are not responsible for loading or handling any surplus equipment. Buyer must remove the complete item(s) purchased from the University premises.

Seller will provide Buyer with reasonable access to the equipment to allow for the removal during normal business hours by arrangement with the contact person listed herein.

Buyer will not be allowed to salvage desired parts from the equipment and leave the unwanted parts behind.

Buyer shall remove all unused materials associated with the equipment purchased and leave the premises in a neat and clean condition at the completion of the work.

Buyer assumes full responsibility for, and title to, equipment upon payment and Buyer signature on the bill of sale. Upon transfer of the title, all risk of loss shall transfer to Buyer, and Seller shall have no liability of any sort of any damages of any kind which may result from Seller's removal, transportation, shipping, use, disposition or disposal in any manner for the equipment purchased herein.

Buyer will be responsible and make full restitution for any damage caused to University property during removal of equipment from the University premises.

Buyer shall indemnify and hold the Seller harmless from and against any injury, loss, damage, claim or liability therefore arising from any omission, default or neglect of the Buyer, the Buyer's agents or employees in connection with the equipment removal.

Payment:

Buyer is authorized to remove the equipment only if the full amount due has been paid.

If the total purchase price is less than \$ 300.00 payment can be made with a personal check, certified check, official bank treasurer's check or money order payable to the University of Massachusetts.

If the total purchase price is \$ 300.00 or greater payment must be made with an official bank treasurer's check or money order payable to the University of Massachusetts.

No Cash Payments will be accepted.

Bid Opening Time and Date: Bidders shall deliver **one (1) copy** of their bid response in its entirety as required in the bid specifications to the following address by **Tuesday, September 20, 2011 at 1:00 pm, DST 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-4372***

It is the sole responsibility of the bidder to insure that its bid is delivered to the Procurement Department ***in its entirety*** by the due date and time. Late bids will not be considered, and will be placed, unopened, in the bid file. Faxed bids will be accepted, provided the original is received within 5 working days after bid deadline submission date. **No electronic bids will be accepted.**

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.

All questions from prospective bidders regarding this Request for Bid shall be referred to the Purchasing Manager in the Procurement Department by email or fax only, September 13, 2011 at 1:00 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 September 14, 2011. The contact information for this individual is:

**University of Massachusetts Amherst
Rosemary A. Hassay, Purchasing Manager
Fax: (413) 545-1643
Email: procurement@admin.umass.edu**

The University will extend the due date by written addendum if such information significantly amends this request for bid or makes compliance with the original proposed due date impractical.

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