REQUEST FOR BID

FREEZE DRYING SYSTEM

RFB AA14-GD-4908

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

BID SPECIFICATIONS
FREEZE DRYING SYSTEM

SECTION I – GENERAL INFORMATION

The University of Massachusetts Amherst is seeking bids on a freeze drying system or equivalent, which is detailed in Attachment A of this Request for Bid (RFB).

The delivery date and terms for this equipment is a critical part of this bid. All equipment and supplies listed on this purchase order MUST arrive at the University of Massachusetts Amherst delivery location shown on this purchase order prior to June 30, 2014. Vendors delivering equipment after June 30, 2014 will be penalized $1,000 per day beyond June 30, 2014 that the delivery is delayed unless UMass Amherst has agreed in writing to an extension date.

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 22 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
   - Payment terms
   - 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.

14. **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 Purchasing 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.

15. **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 February 19, 2014.  

   Gary S. Duggan  
   Assistant Director of Procurement – Business Services  
   University of Massachusetts Amherst  
   **Subj:** RFB AA14-GD-4908  
   **Email:** gsduggan@admin.umass.edu  

   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 **February 21, 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.

17. **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 **3:00pm on February 27, 2014** 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 AA14-GD-4908

   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.

18. **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
19. **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.

20. **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.

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

22. **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**

23. **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.

24. **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 cannot make payments upfront but will consider a deposit of 10% of the purchase price with reasonable progress payments if the equipment is being custom built for the University. A maximum of 50% of the cost will be applied to progress payments. The final payment will be released when the equipment is received and accepted by the University. Non-custom built equipment payment terms are Net30 unless a prompt pay discount is offered.

25. **Warranty:** The University is interested in a *48 month warranty* that includes all parts and labor. Please include this cost and full details of your warranty with your bid response.

26. **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.

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Reference 2</th>
<th>Reference 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Service Provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duration of Service Relationship</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION IV - BID PRICING**

27. **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.

28. **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.

29. **Prompt Pay Discounts:** We encourage all vendors doing business with the University to offer Prompt Payment Discount (PPD) with their bid response. Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered.

30. **University Contract for Services:**
    The successful vendor 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.

31. **Delivery Date:** All equipment and supplies listed on this purchase order MUST arrive at the University of Massachusetts Amherst delivery location shown on this purchase order prior to June 30, 2014. Vendors delivering equipment after June 30, 2014 will be penalized $1,000 per day for each day beyond June 30, 2014 that the delivery is delayed unless UMass Amherst has agreed in writing to an extension date.

32. **Site Preparation:** Include in the bid response any special site preparations or requirements of equipment to insure that your equipment can be installed properly.

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Submitted By:</td>
<td></td>
</tr>
<tr>
<td>Signature and Title</td>
<td></td>
</tr>
<tr>
<td>Print Name:</td>
<td></td>
</tr>
<tr>
<td>Contact Person for Questions or Points of Clarification:</td>
<td></td>
</tr>
<tr>
<td>Telephone #:</td>
<td></td>
</tr>
<tr>
<td>Fax No.:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
</tbody>
</table>

BALANCE OF PAGE INTENTIONALLY LEFT BLANK
ATTACHMENT A

RFB AA14-GD-4908

Freeze Drying System

33.0 Product Description

SPECIFICATIONS FOR FREEZE DRYING SYSTEM

1. Main unit must be a shelf freeze dryer that is mobile (on casters) freestanding floor model. For easy movement to and from the lab.
2. The unit must have a 25 liter smooth-wall, corrosion resistance, 316L stainless steel external condenser with quick defrost capability. Allows for faster turnaround time in between runs, easier maintenance and easier cleaning.
3. Condenser must be capable of specified maximum low of -85°C
4. Shelf refrigeration and heating temperature range must be -70°C to +65°C. Shelf refrigeration must provide consistent shelf temperatures with a variance not greater than +/- 0.5°C from shelf to shelf at any common reference point for maximum product consistency.
5. Refrigeration system must have two 1 ½ HP Copeland (EL) air-cooled compressors for easier maintenance.
6. There shall be one product chamber containing 3 usable and one radiant shelf, providing over 4.59 square feet of usable shelf area, with a clearance of 4.3”
7. The product chamber must have one clear Lucite door for easy product monitoring.
8. A Wizard programmable microprocessor with the following features:
   - mounted on the main unit,
   - allow 16 drying recipes
   - allow 12 thermal treatment steps and 12 primary drying steps.
   - have maintenance trouble shooting sequences
   - have single point calibration
   - Must be able to operate independent of a PC or With A PC
9. Unit must be equipped with 8 type “T” product thermocouple probes for monitoring product temperature.
10. Unit must provide shelf, product and condenser temperature display.
11. Unit must be equipped with an inert gas solenoid valve and a VBS valve to prevent oil back streaming during a power outage.
12. Vacuum level control specification of ±5 mtorr of setpoint 15-600 mtorr (Encore and Maestro)
13. Wizard ±5% of reading 50-600 mtorr
14. Vacuum pump must be Leybold brand D16B rated at 380 LPM and equipped with an oil mist eliminator and adapter to prevent vacuum pump exhaust into the room.
15. Unit shall be able to pull down to 15 millitorr with a clean dry chamber and have a leak-up rate of no more than 30 millitorr per hour.
16. Unit shall have a 4” vapor port located between the product and condenser chamber to prevent pressure rise and product melt back.
17. Company Must Provide a free installation and start up by an authorized representative to check that the unit is performing to specifications. In addition to that the Regional Technical Support specialist must provide on site training on the unit controls as well as lyophilization coaching for the life of the unit.

Vendors should submit their costs on a separate page with all labor and equipment specifications listed and attach to this RFB. Failure to adhere to all terms and conditions in this RFB may be grounds for the bid being rejected at the sole opinion of the University.