



University of Massachusetts Amherst
Department of Procurement
Request for Bids:
Truck with Mounted Sewer Jetter
per the attached specifications or approved equal
RFB# AA15-RH-5011
Bid Opening Date – March 10, 2015 @ 1:00 p.m. EST

The Physical Plant at the University of Massachusetts Amherst is seeking bids to provide the purchase of one (1) truck with mounted sewer jetter per the following specifications or approved equal.

It is the intent of these specifications to describe the minimum requirements for a new High Pressure Water Jet designed for the removal of sand, dirt, grease, detergents and material normally found in storm drain and sanitary pipes. The machine described will be designed to deliver high performance capabilities and provide maximum operator safety and convenience. All parts not specifically mentioned which are required for a complete unit shall conform in design, strength, quality of material and workmanship to the highest standards of engineering.

This request for RFB is part of a competitive procurement process, which helps to serve the University's best interest. It also provides vendors with a fair opportunity for their services to be considered. The process of a Request for Bid is being used to allow vendors the opportunity to present proposals/bids that they feel would best meet the needs of the University based on the information contained in the RFB documents. Vendors may submit more than one proposal or bid if they feel it is advantageous to the University.

PART I - SPECIFICATIONS

1.1 Truck specifications

- 1.1.1 Base Chassis, 4x2 with 152.00 wheelbase, 84.90 CA and 63.00 axle to frame
- 1.1.2 Engine, diesel EPA 10, SCR, 300 HP @ 2000 RPM, 860 lb-ft. Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (MAX)
- 1.1.3 Radiator – Aluminum; 2-Row, Cross Flow, Over Under System, 1045 Sqin Louvered, with 373 Sqin CC, with in Tank Oil Cooler FAN DRIVE {Horton Drive master} Direct Drive Type, Two-Speed with Residual Torque Device for Disengaged Fan Speed
- 1.1.4 Air Cleaner with service protection element
- 1.1.5 Block Heater Engine (Phillips or approved equal) 120 VolU 1250 Watt; with “Y” Cord from socket in standard location, for a dealer installed oil pan heater, with extended life coated metal/plastic/metal material oil pan
- 1.1.6 Emission Compliance: Federal Emissions EPA, OBD and GHG Certified; N9 & N10 Engines
- 1.1.7 Engine Control: Remote mounted provision for including module and connector for body builder installation of remote engine speed control with SAE J1939 communication
- 1.1.8 Throttle, hand control engine speed control, electronic, stationary, variable speed; mounted on steering wheel
- 1.1.9 Transmission, Automatic {Allison 3500_RDS_P or approved equal} 5th generation controls; wide ratio; 5-speed with Overdrive; on/off hwy.; includes oil level sensor, with PTO provision, less retarder with 80,000-lb. GW.J & GCW max.
- 1.1.10 Transmission TCM Location: Inside Cab
- 1.1.11 Allison Spare Input/output for rugged duty series (ROS); Airport Refueler, Sewer Evac.
- 1.1.12 PTO Control, Dash mounted , including switch, electric/Air Solenoid, piping and wiring
- 1.1.13 Shift Control Parameters: Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
- 1.1.14 Transmission Oil: Synthetic; 29 thru 42 pints
- 1.1.15 Transmission Shift Control: {Allison} Push-button type; for Allison 3000 & 4000 Series
- 1.1.16 Transmission CLUTCH – Omit Item (Clutch & Control)
- 1.1.17 Rear Axle, Single (Dana Spicer S23-170) Single Reduction, 23,000-lbs. capacity, R-wheel ends gear ratio; 5.38 Suspension, RR, Spring, Single Cari-rate; 31,000-lbs. capacity, with 4500 lb. Auxiliary Rubber Spring
- 1.1.18 Rear Axle, Lube {EmGard FE-75W-90} Synthetic Oil, 30 thru 39.99 pints
- 1.1.19 Shock Absorbers, rear (2) axle, Front non-driving {Meritor MFS-14-143A}, Wide Track, I-Beam Type, 14,000-lbs. Capacity
- 1.1.20 Suspension, front, spring Parabolic, Taper Leaf, 14,000-lbs. capacity; with shock absorbers. Springs, Front Auxiliary, Rubber

- 1.1.21 Cab – conventional
- 1.1.22 Air Conditioner: {Blend-Air} with integral heater and defroster
- 1.1.23 Arm Rest: left, passenger seat – Arm Rest: right, driver seat
- 1.1.24 Cab Interior Trim: Deluxe
- 1.1.25 Cab Sound Insulation: to include dash insulator and engine cover insulator
- 1.1.26 Fresh Air Filter: attached to the air intake cover on cowl tray in front of windshield under hood
- 1.1.27 Gauge Cluster: English with English Electronic Speedometer
- 1.1.28 Gauge, Air
- 1.1.29 Application Gauge
- 1.1.30 DEF Fluid Level
- 1.1.31 Gauge oil temp., Allison tran.
- 1.1.32 Grab Handle: Chrome towel bar-type with anti-slip rubber inserts for cab entry mounted – left side only at “B” pillar
- 1.1.33 HVAC Fresh Air Filter
- 1.1.34 Instrument Panel: Center section, flat panel
- 1.1.35 IP Cluster Display on board diagnostics display of fault codes in gauge cluster
- 1.1.36 Mirrors: Two (2) {Lang Mekra or approved equal} rectangular 7.44” x 14.84” & 7.44” sq.; convex both sides, 102” inside spacing breakaway type, thermostatically controlled heated heads, black heads, brackets and arms
- 1.1.37 Driver Seat: {National 2000 or approved equal} air suspension, high-back with integral headrest, vinyl, isolator, 1-chamber lumbar, 2-position front cushion adjustment, -3 to +14 degree seat back angle adjust dual shocks
- 1.1.38 Passenger Seat: {National 2000 or approved equal} air-suspension, high-back with integral headrest, vinyl, isolator, 1-chamber lumbar, 2-position front cushion adjustment, dual shocks
- 1.1.39 Storage pocket, door, molded plastic, full-width; mounted on passenger door
- 1.1.40 Frame Rails – heat-treated alloy steel (120,000 PSI yield); 10.125” x 3.580” x 0.213” (257,2mm x 90.0mm x 8.0mm); 420.0” (10668mm) maximum OAL
- 1.1.41 Front Bumper – full width, aerodynamic, steel, 0.142” material thickness
- 1.1.42 Wheelbase Range – 134” (340cm) through and including 197” (500cm)
- 1.1.43 Air Brake System: Air dual system for straight truck application. Air brake ABS (Bendix Antilock Brake System)
- 1.1.44 Front Brakes, Air Cam S-Cam, 16.5” x 5.0” including 20 sq. in. long-stroke brake chambers; front axle {Haldex} 20 sqin
- 1.1.45 Rear Brakes, Air Cam S-Cam; 16.5” x 7.0”; including 30/30 sq. in. long stroke brake chambers and spring actuated parking brake / rear axle {Haldex GC3030LHDHO} 30/30 spring brake
- 1.1.46 Full Vehicle Wheel Control System (4-channel) with automatic traction control
- 1.1.47 Air Compressor: {Bendix Tu-Flo 550 or approved equal} 13.2 CFM Capacity
- 1.1.48 Air Dryer: {Bendix AD-9 or approved equal} with heater
- 1.1.49 Air Tank Location (2) – One mounted under each frame rail, front of rear suspension, parallel to rail
- 1.1.50 Dust Shields – front brake for air brakes
- 1.1.51 Steering Gear – {Sheppard HD94} / Steering Column - Tilting / Steering Wheel 2-spoke 18” Diameter, Black
- 1.1.52 Exhaust System – Switchback horizontal after treatment device, frame mounted right side under cab; includes single vertical tail pipe, frame mounted right side back of cab
- 1.1.53 Tail Pipe (1) turn back type – non-bright for single exhaust
- 1.1.54 Electrical System 12-volt
- 1.1.55 Alarm Parking Brake Electric horn that sounds in a repetitive manner when vehicle park brake is “NOT” set, with ignition “OFF” and any door opened
- 1.1.56 Back-up Alarm electric, 102 dBA
- 1.1.57 Alternator {Lece-Neville AVI 160P2013} Brush type, 12-volt; 160 Amps capacity, pad mount with remote sense
- 1.1.58 Battery Box steel with aluminum cover, 14” wide, 3-battery capacity, mounted left side under cab
- 1.1.59 Battery Disconnect Switch 300 Amp; Locks with padlock, cab mounted, disconnects charging units
- 1.1.60 Battery System {International or approved equal} Maintenance-Free, (3) 12-Volt 1950 CCA total
- 1.1.61 Body Builder Wiring Back of standard cab at left frame or under extended or crew cab at left frame; includes sealed connectors for Tail/Amber turn/marker/backup/accessory power/ ground and sealed connector for stop/turn
- 1.1.62 Circuit Breakers manual-reset (main panel) SAE Type III with trip indicators. Replaces all fuses except for 5-Amp Fuses
- 1.1.63 Cigar Lighter including ash cup
- 1.1.64 Courtesy Light (2) mounted in front map pocket left and right
- 1.1.65 Side Headlights Halogen; Composite aero design for two light system
- 1.1.66 Headlights on with wipers Headlights will automatically turn on if windshield wipers are turn on

- 1.1.67 Air Horn – black, single trumpet, air solenoid operated / horn electric disc style
- 1.1.68 Low Coolant Level Indicator with audible alarm – power source cigar-type receptacle without plug and cord
- 1.1.69 Radio {Panasonic or approved equal CQ 120} AM/FM including multiple speakers and auxiliary input
- 1.1.70 Starting Motor {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
- 1.1.71 Test Exterior Lights Pre-trip inspection will cycle all exterior lamps except back-up lights
- 1.1.72 Windshield Wiper Speed Control Force wipers to slowest intermittent speed when park brake is set and wipers left on for a predetermined amount of time
- 1.1.73 Front end tilting fiberglass with three piece construction
- 1.1.74 Grill: chrome
- 1.1.75 Insulation splash panels for sound abatement / insulation under hood for sound abatement
- 1.1.76 Paint Schematic, PT-1 Single Color, Design 100 / Paint Type: Base Coat / Clear Coat 1-2 Tone
- 1.1.77 Fuel Tank Top draw, non-polished aluminum, 24” diameter, 50 U.S. gallon, 189 L capacity / mounted left side under cab // DEF TANK 5 U.S. gallon capacity; frame mounted outside left rail under cab
- 1.1.78 Fuel/Water Separator with thermostatic fuel temperature controlled electric heater and filter restriction/change indicator including standard equipment water-in-fuel sensor
- 1.1.79 Front Wheels {Accuride or approved equal} DISC 22.5” painted steel, 2-hand hole, 10 stud (285.75mm bc) hub piloted, flanged nut, metric mount, 8.25 DC rims with steel hubs
- 1.1.80 Front Tires – two (2) 11R22.5 G661 HAS (Goodyear or approved equal) 497 rev/mile, load range G, 14-ply
- 1.1.81 Rear Wheels {Accuride or approved equal} DUAL DISC; 22.5” painted steel, 2 hand hole, 10-stud (285.75mm bc) Hub piloted, flanged nut, metric mount 8.25 DC rims with steel hubs
- 1.1.82 Rear Tires – four (4) 11R22.5 G572A LHD Fuel Max (Goodyear or approved equal) 492 rev/mile load range G, 14-ply Cab schematic 100 GA – Location 1: 9219, Winter /
- 1.1.83 Chassis White standard Chassis schematic ** Minimum two (2) year warranty on base chassis
- 1.1.84 *** Minimum two (2) years warranty on engine *** Towing two (2) years (engine failure)
- 1.1.85 Onsite training required at no additional charge to the University
- 1.1.86 DOT equipment included such as: flares, fire extinguisher and two (2) chock blocks
- 1.1.87 Wet sleeve engine only

1.2 Water Tank specifications

1.2.1 Tank shall be constructed of welded/repairable .750”, U.V. stabilized Duraprolene (or approved equal) with a seven (7) year factory warranty. The Duraprolene is to be ultraviolet stabilized to prevent material breakdown. Total tank capacity shall be 1500 gallons of water with two (2) interconnected 750 gallon tanks. The tanks shall be interconnected within the heated compartment with a 4” crossover pipe. The baffles in the tank will be constructed of .750” Duraprolene. These baffles will reduce sloshing and distortion by forming internal compartments. Tank bottom with be flat bottom type, pump intake will be located such to allow sediment to settle at tank bottom rather than entering and damaging pump. Entire tank top shall be completely removable for safe access of personnel entry during maintenance. Tanks shall have 2” drain valves located at both the curb side and street side.

1.2.2 Tanks constructed of steel will not be acceptable due to the potential of water pump damage by rust and corrosion particles.

1.2.3 Tanks constructed of polyethylene will not be acceptable due to inadequate UV Protection and lack of repair ability.

1.3 Fill System specifications

1.3.1 Tank filling shall be possible from both curbside and street side

1.3.2 Tank filling system and fill hose will be located between the cab and water tank of the unit with a fill-point on both sides of the truck

1.3.3 Tank fill system shall utilize a quick disconnect cam lock fitting for 2-1/2” fill hose

1.3.4 The water tank shall have a LED Level Indicator that uses pressure transducers. The indicator will feature nine (9) easy to see super bright LED’s with a wide view lens over the LED’s to provide a viewing angle of 180 degrees. Low water warnings shall include flashing LED’s at ¼ tank and down chasing LED’s when the tank is almost empty. The indicator case shall be waterproof, manufactured of aluminum and have distinctive blue label. The indicator shall be programmable from the display and shall support self—diagnostics capabilities, sel-calibration and a data-link to connect remote indicators.

1.3.5 Water Level Indicators that use float sensors will not be acceptable.

1.3.6 A water level sight gauge will be located on street side and curb side.

1.3.7 A four-inch (4") air gap will be utilized between fill pipe and tank fill opening. The gap will utilize a stainless steel ball float/seating system. The float system is completely rust proof and provides the needed space between the inlet and the tank to protect from siphoning and back flow during hard stops.

1.4 Water Piping System Specifications

1.4.1 All piping systems subjected to high pressure shall use zinc chromate plated steel fittings with minimum burst pressure of four (4) times the system pressure. Hoses working pressure ratings shall exceed the maximum system pressure.

1.4.2 A strainer with a minimum of 40-mesh screen shall be installed in the suction line at a location accessible for cleaning.

1.4.3 All piping shall be installed to drain by gravity through suitable openings equipped with plugs, drain cocks or ball valves.

1.4.4 Pressure to the cleaning nozzle, shall be regulated by an overload relief valve.

1.4.5 The water supply for jetting shall be directly controlled by the water pump. No water diverter or directional valves are allowed due to significant wear issues at said valves.

1.4.6 Unit shall include a recirculation system that controls a proportional pump control with the ability to circulate a minimum of ten (10) gallons per minute of water. This system allows for use of unit in sub-freezing temperatures. A control for the recirculation system will be located in the cab.

1.4.7 Water delivery to hose reel shall pass through a single repairable/grease able 90-degree swivel rotary coupling.

1.5 Water Pump Specifications:

1.5.1 Triplex positive displacement pump rated at and powered to produce 65 GPM at 2000 PSI.

1.5.2 Water pump will be located in the rear compartment, which is shrouded and heated to protect the pump from the dangers of any damage caused by freezing.

1.5.3 The water pump must be located with liquid end facing out. This prevents the mechanic from getting in unit to do pump service work. This allows servicing the pump at ground level.

1.5.4 Pump to be fitted with drain valves for complete draining of water pump.

1.5.5 The water pump shall be direct coupled to a hydraulic motor. Drive systems incorporating any type of flexible coupling or belt drive system are not deemed acceptable due to maintenance related issues.

1.6 Hydrostatic Drive System Specifications:

1.6.1 The water pump will be driven by a hydrostatic system, which is powered by the truck engine via a PTO mounted to the transmission. The PTO drives a shaft, which powers a hydrostatic transmission pump. This hydrostatic transmission pump is responsible for driving a hydraulic motor, which drives the water pump. Mounted to the hydrostatic pump is a hydraulic pump, which is responsible for supplying power to all hydraulic functions including the hydraulic motor that drives the hose reel. The hydrostatic pump control must use a proportional spool-type control. Proportional pump control must be electronically controlled by two separate signals. One signal to be used to stroke hydrostat to full capacity and the second signal to be used for recirculation mode; cable or manual pump controls are not allowed.

1.6.2 The chassis engine speed will operate in a range of 1400 to 2000 RPM's depending on pump configuration to power the hydrostatic transmission.

1.6.3 The hydraulic oil reserve capacity will be at least thirty (30) U.S. gallons with oil temperature indicator. This unit will also be equipped with low hydraulic oil indicator light located at the operator's station to signal loss of hydraulic oil. The return line hydraulic filter shall be cartridge style and integral to the reservoir.

1.6.4 The hydraulic oil shall be cooled by a high efficiency shell and tube exchange system. Any oil cooling system that employs devices with moving parts shall not be acceptable.

1.6.5 Shut-off valves will be installed on the suction lines of facilitate servicing of the hydraulic pump without the need of draining.

1.6.6 The hydraulic system shall have an emergency shut-down that automatically reduces the engine speed to idle eliminating the potential for damaging the PTO. When the shut-down switch is disengaged, the PTO will re-engage and operator can ramp back up to operating speed.

1.6.7 The hydraulic oil reservoir, water pump and rear hydraulic motor are to be mounted above the chassis frame rails in the enclosed, heated compartment located at the rear of the water tank.

1.6.8 The hydraulic oil must be non-toxic and inherently biodegradable.

1.7 High Pressure Hand Gun System Specifications:

- 1.7.1 50' of ½" HP hose with fittings mounted on retractable reel.
- 1.7.2 High-pressure handgun circuit shall utilize an adjustable relief valve capable of 500-PSI capacity.
- 1.7.3 The high-pressure handgun will be adjustable and repairable.

1.8 Rotating Safety Hose Reel and Controls Specifications:

- 1.8.1 Capacity of reel shall be 700' x 1" high pressure sewer hose.
- 1.8.2 The narrow designed reels shall be self-leveling type for operator safety.
- 1.8.3 The hose reel will be constructed of ¼" steel, designed to withstand maximum working pressure without distortion.
- 1.8.4 Reel flanges shall be 1-1/2" and shall be designed to prevent hose damage from contact during all normal working conditions.
- 1.8.5 The design of the reel shall include a minimum ¼" deep "shoulder" machined into the shaft that traps the reel between the bearing blocks on the wither side of the reel. This shoulder shall minimize side-to-side movement of the reel and prevent the shaft from sliding out from the reel and creating a safety hazard. In addition, the shoulders shall improve the ability of the system to handle any thrust loadings on the reel assembly.
- 1.8.6 The reel shall be an enclosed structure with no moving parts and no hoses exposed to the outside of the reel. This will protect the hoses and minimize the chance of injuries due to moving parts. Exposed hoses shall not be acceptable.
- 1.8.7 All hoses used to supply the hose reel or its hydraulic system shall be flexible and shall be fully enclosed in a shroud and routed underneath the reel structure below the reel drum. The hoses shall be fully secured and protected against chafing and rubbing.
- 1.8.8 The center of the reel shall include at least three (3) baffle structures that reinforce the center of the drum. The reel shall be specially designed to handle all loads that have been measured during cleaning operations, including the pull force from the operation of the nozzle, and the compressive forces from the pressurization of the hose.
- 1.8.9 The reel shall be driven with hydraulic power for pay out and retrieve, either with or without the water pump in operation. The hydraulic drive shall have sufficient power to retract the hose when fully extended into the pipe with the cleaning nozzle in operation.
- 1.8.10 The hose reel assembly shall be mounted in the rear center of the rear compartment.
- 1.8.11 The hose reel shall have the ability to extend out from the rear compartment via a hydraulically powered cylinder.
- 1.8.12 The cylinder shall extend the hose reel 48" from the fully retracted position in the heated rear compartment after the rear roll-up door have been completely opened.
- 1.8.13 The safety reel will rotate a full 190-degrees providing direct alignment to manholes. The 190 degree rotation will enable the operator to position the machine operator out of the traffic pattern and provide protection for the operator while operating the machine. The rotating ability of the hose reel allows the operator to manipulate the hose reel into various positions depending on location of manhole. This allows for proper positioning of the hose reel without backing up or repositioning sewer machine. The hose reel is mounted on an industrial swivel bearing that is sealed and eliminates contamination from dirt. This industrial swivel bearing shall have minimum requirements of 7.88 I.D., 14" O.D. and 2" thickness. The industrial swivel bearing shall have a minimum load bearing weight of 5,000 Ft.-lbs. The bearing design shall have no wear points except the greasable ball bearings and the races, which are constructed of hardened steel to minimize wear. The bearing design minimizes any friction for easy pivoting. The rotating hose reel will lock into position using a spring-loaded safety pin at 2" intervals.
- 1.8.14 Rotating reels using plastic material and/or sliding contact or other wear surfaces for swivel action will not be accepted.
- 1.8.15 A single, right-hand side control panel mounted on the rotating hose reel shall provide access to all necessary operating controls. The control panel shall rotate with the reel.
- 1.8.16 Controls mounted on the rotating hose reel control panel will consist of; Engine throttle control, water pressure gauge, tachometer, hour meter, 12-volt plug for spotlight, light switches and low water warning light.
- 1.8.17 The hydraulic controls for the rotating hose reel will consist of: variable speed control and a forward-neutral-reverse directional control.
- 1.8.18 The reel design shall be such that either a rotating or fixed position reel will be interchangeable with regards to the method of attaching to the frame.
- 1.8.19 The Sewer Hose Reel shall be equipped with an Automatic Level Wind, which allows for "hands-free" winding of sewer hose onto the hose reel without operator touching sewer hose. This option will incorporate a drive system, which scrolls a pivoting four roller head back and forth across the hose reel for proper winding of sewer hose onto reel. The system is equipped with a hydraulic controlled elevation system, which incorporates dual cylinders and a pivot arm to raise and lower the level wind guide depending on location of manhole. Level Wind raises/lowers minimum of 45 –degrees.

1.8.20 The unit will be supplied with a Digital Distance Counter that includes a digital screen with LCD display. The Digital Distance Counter measures the rotation of the hose reel and takes into account the diameter of the hose, the length of the hose and the diameter of the hose reel drum. Based on that information, the Digital Distance Counter calculated the progress of the nozzle to the accuracy of +/-3% and sends this information to the display screen. The Digital Distance Counter operates on 12 volts. User can store up to 10 distance counts for review at later time. The Digital Distance Counter should be capable of displaying either English or Spanish language and distances in either feet or meters.

1.9 Hose Reel Drive System Specifications:

1.9.1 The hose reel shall be chain driven by hydraulic power in both directions, either with or without the water pump in operation. The hydraulic drive shall have sufficient power to retract the hose when fully extended into the sewer with the cleaning nozzles in operation.

1.9.2 A hydraulic pump rated at 0-8 GPM at 2000 PSI will power the hose reel drive. A hydraulic motor with chain drive and sprocket capable of operating in both directions will be furnished. The hydraulic motor and chain must be adjustable.

1.9.3 The hydraulic drive for the reel will be furnished with an overload relief valve.

1.10 Sewer Hose Specifications:

1.10.1 600' hose will be 1" ID with an operating pressure of 2500 PSI and a minimum burst pressure of 7500 PSI

1.11 Pendant Controls Specifications:

1.11.1 The unit needs to be supplied with a MASTER pendant control with 35' cord for ease of operator use when manhole is not adjacent to unit. The pendant shall be tethered to control panel via a quarter turn, military grade quick connector. The tether cable shall be constructed of Teflon coated, multi-wire color-coded control cable. The pendant controls shall be in a NEMA 4-housing and will use water tight toggle controls and shall be labeled with permanent labels for identifying each function. The pendant control will include controls for the hose reel pay out and retrieve, variable speed control, water on/off, throttle up/down and kill switch.

1.12 Rear Compartment, Toolboxes and Skirting Specifications:

1.12.1 Rear compartment will be constructed of steel to protect all components located at the rear of the tank. The rear compartment shall be designed for total enclosure of major components including the water pump, hydrostatic motor, hose reel and associated plumbing and sewer hose.

1.12.2 Rear compartment must be of a one-piece construction including sides and top to allow for easy removal and eliminate any corrosion as the result of bolt together joints and seams.

1.12.3 Floor decking of rear body will be constructed of 11-gauge steel. Sasid flooring shall also be treated with a non-skid coating for maximum protection from slipping.

1.12.4 Rear compartment shall utilize three (3) "upward acting" compartment doors which incorporate a header/counter balance design. Made of anodized aluminum panels which maximize maneuverability, minimize vehicle width and eliminate the safety hazard of open-hinged doors. Panels will have no rollers or cables, will resist rust and will be virtually maintenance-free. Doors will include stainless steel, lockable and keyed alike heavy duty handles. The latch system is to be a full width one-piece lift bar operable by one hand. Each slat must have overlapping end clips to prevent slat from moving side to side. Top and side seals will prevent dust, dirt and moisture from entry compartment. Door shall have a 3" or less diameter counterbalance operator drum to assist in lifting the door. Hinged doors that protrude into work area, invite accident or person injury and could result in severe structural damage if vehicle is moved with hinged doors open cannot be accepted.

1.12.5 The rear compartment will utilize two (2) deluxe roll-up doors on either side. These doors will measure 48" wide x 52" high. These doors allow for complete access to rear compartment.

1.12.6 The rear compartment will utilize a deluxe roll-up door on the rear of unit that will measure 91" wide x 70" high. This door will protect components when closed and allow telescoping extension of hose reel when opened.

1.12.7 The rear roll-up will be equipped with an automatic safety switch, which will not allow hydraulic extension of hose reel unless roll-up door is opened completely.

1.12.8 Stop, running and directional lights will comply with Federal and State regulations.

1.12.9 The unit will have a heavy-duty rear bumper with hitch rated for 20,000 lbs. MAX; cab mount brake controller and 7-pin receptacle.

1.12.10 The unit will have mud flaps.

1.12.11 Unit will include steel skirting with five (5) aluminum underbody toolboxes; two (2) toolboxes 18' x 18" x 30", two toolboxes 18" x 18" x 36" and one toolbox 10" x 19" x 54". The toolbox will be protected from the effects of water and road dust by a thick, automotive "bulb type" neoprene door seal. A heavy-duty handle (locking-style) will be provided on toolboxes.

1.12.12 Two (2) 4" PVC storage tubes for long handled tool storage shall be provided.

1.13 All-Weather Safety System Specifications:

1.13.1 The rear compartment shall be totally enclosed and heated with an 80,000 BTU heater. The heating of the compartment will prevent accidents and mechanical damage cause by ice build-up in hose (which can lead to hose bursts) and freezing of the high-pressure piping and/or water pump and will enhance overall ease of operations.

1.13.2 When not in the extended position, the hose reels shall be able to be retracted and housed within the heated rear compartment.

1.13.3 A recirculation fitting will be installed at the operator's station to allow for recirculation of water. Recirculation will be possible at all times, including instances when the truck is in motion.

1.13.4 A self-contained air purge system powered by the truck chassis will be installed which allows high-pressure air to force water from applicable systems. The air purge system consists of a isolation valve and purge valve with a pressure gauge to monitor the air pressure in the auxiliary air reservoir.

1.14 Control Panel Specifications:

1.14.1 The Jetter control panel needs to be located at the rear of the truck on the curbside of the hose reel. All controls shall be mounted in a weather tight NEMA 4 control panel.

1.14.2 This control panel shall include:

- A. Throttle
- B. Low hydraulic oil warning light
- C. Variable reel speed control
- D. Control panel light
- E. Water level indicator
- F. Tachometer / Hour Meter

1.14.3 The dash controls shall include:

- A. Forward/reverse hose reel control
- B. Water pressure gauge (glycerin filled)
- C. Pump power control

1.14.4 PTO activation must be at the Operator Control Panel

1.15 Lighting Specifications:

1.15.1 Two (2) floodlights at the operator's station

1.15.2 Two (2) arrow sticks. One front with bracket and one rear

1.15.3 Rear pump compartment light

1.16 Mounting Specifications:

1.16.1 Unit will be mounted using a base frame consisting of 3" x 10" tubing

1.16.2 Deck assembly will be bolted solid at rear and spring mounted under the tank to allow the Jetter deck to fully support the tanks while allowing the truck chassis rails to flex

1.17 Painting Specifications:

1.17.1 Before painting, all metal shall be cleaned and etched with a phosphoric material to insure permanent bond of primer and paint

1.17.2 All components of the unit whether purchased or manufactured shall be BOTH primed and painted prior to assembly in order to assure maximum resistance to corrosion.

1.17.3 The unit shall have the frame painted black and the hose reel and shroud assemblies to be painted standard white.

1.18 Accessories Specifications:

- 1.18.1 25' Fill Hose
- 1.18.2 Leader Hose
- 1.18.3 BB Hose Guide
- 1.18.4 Finned Nozzle Extension
- 1.18.5 Penetrator Nozzle with replaceable inserts
- 1.18.6 General Purpose Nozzle with replaceable inserts
- 1.18.7 Nozzle Rack
- 1.18.8 Upstream Pulley Guide
- 1.18.9 Paper Operator's and Parts Manuals
- 1.18.10 Wharthog "Magnum" Nozzle
- 1.18.11 Lateral Line Cleaning Kit (150' x ½" hose with nozzle mounted on a rolling cart with tongue storage pad and includes addition of 1200 PSI auxiliary circuit on Jetter unit).
- 1.18.12 On-site training by Factory Trained Technician
- 1.18.13 Factory authorized service center to be no more than 100 miles from UMass Amherst Campus
- 1.18.14 Height of unit to be no more than 11' 3"
- 1.18.15 One-year warranty on all parts and service.

1.19 Delivery Lead-Time after receipt of order: _____

1.20 Delivery: FOB Destination – Amherst, MA 01003

1.21 All pricing is to include all deliveries and pickups to the University of Massachusetts Amherst.

1.22 A purchase order will be issued to the successful bidder after analysis of the bids.

1.23 The vendor is to provide a completed RMV-1 Form and Certificate of Origin or Title upon delivery.

1.24 Following is the address to be used for any UMass Amherst state vehicle purchase (RMV-1 Application Form, Certificate of Origin or Title):

University of Massachusetts; 405 Goodell Bldg.; 140 Hicks Way; Amherst, MA 01003-9272

1.25 The University of Massachusetts is responsible for Registration and State Emissions Inspection.

1.26 All vehicle deliveries are done BY APPOINTMENT ONLY.

1.27 Contact person to arrange for delivery: Mr. Thomas Fydenkevez, Physical Plant via phone: 413-545-3231 or E-Mail: tfydenke@facil.umass.edu

1.28 Delivery of the vehicle is to be made to:

University of Massachusetts
Fleet Services / Physical Plant Building
360 Campus Center Way
Amherst, MA 01003

1.29 Contact Fleet Services to arrange inspection and sign off. Call either Mike Szady @ 1-413-545-6488 or Mr. Jim Kudrikow @ 1-413-545-0606.

1.30 Payment will be made after delivery and inspection of the vehicle.

1.31 Once the vehicle has been accepted by the University, the vehicle invoice must be sent to the UMass Amherst Accounts Payable system and payment will be made per terms listed on the Purchase Order – Net Due: 30 Days. If the invoice is sent to any other location than the UMass Amherst Accounts Payable Department it is possible that payment may be delayed.

1.32 The contract will be awarded based on the lowest bid entered on the total price line of the request for bid form.

1.33 Special Note: Be sure to include all specifications with your bid response. Include year, make, model, warranty and all details on the vehicle that you are submitting a bid on. If you are submitting a bid on an “approved equal” all detailed information on the product must be included within the bid response. Failure to include this information may disqualify the bid.

1.34 Special Note: If you are submitting a bid on an “approved equal” all detailed information on the product must be included within the bid. Failure to include this information may disqualify the bid.

“Or Approved Equal” Specifications:

Any reference to brand names and numbers in this solicitation is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the offer clearly describes the article offered and how it differs from the referenced brands. **Unless the respondent specified otherwise, it is understood that the respondent is offering a referenced brand item as specified in the solicitation.** The University will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the University may require a respondent offering a substitute to supply additional descriptive material and a sample.

If items requested have quality guidelines of brand name or equal; the items offered must be equal to or better than the brands and model numbers specified as determined by the University of Massachusetts. The use of brand names in this solicitation are for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated may be considered for award. “Or Equal” submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use.

PART II TERMS AND CONDITIONS

The following terms and conditions will govern in the submission and evaluation of proposals and bids and the award of a contract. Vendors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

2.1 Order Placement:

The University will place orders with a University Purchase Order or the University Procard Credit Card.

2.2 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 services provided 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 all inclusive. All payments shall be made in arrears, after services have been rendered to the satisfaction of the University.**

2.3 Contract Termination or 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 University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of non-compliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

- 2.3.1 If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 2.3.2 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- 2.3.3 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, The University reserves the right to terminate the Contractor at that time by written notice of such termination.
- 2.3.4 The University will be obligated only for those goods or services rendered and accepted prior to the date of Notice of Termination.
- 2.3.5 Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.3.6 In event of default by the contractor, the University reserves the right to procure commodities and/or services from Other sources, and hold the contractor liable for an excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

2.4 Obligations in Event of Termination:

- 2.4.1 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.
- 2.4.2 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.

2.5 Termination for Convenience:

- 2.5.1 The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Massachusetts.
- 2.5.2 If the Contract is terminated by the University, pursuant to this section, the University will provide the Contractor sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.5.3 Force Majeure: If the performance of obligations under this Agreement is rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics,

earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

2.6 Contract Assignment or Subcontract:

The vendor shall not assign or in any way transfer any interest in the Contract without the prior written consent of the University, nor shall the vendor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

2.7 Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

2.8 Massachusetts Public Records Law / Public Information:

All bids and related documents submitted in response to this RFB are subject to the Massachusetts Public Records 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.

2.8.1 When submitting a request for public access to such documents please submit this request in writing to: procurement@admin.umass.edu referencing "Public Records Request" in the header along with the RFB# and the details of the public records request.

2.8.2 The University treats bids and proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the ACT that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential", but otherwise be presented in the same manner as the bid response or proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

2.8.3 The vendor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the vendor may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in Mass. General Laws Ch. 66A) or personal information (as defined in Mass. Gen. Laws Ch. 93H). Personal data and personal information shall be deemed to be "Personal Information". The vendor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored or maintained by University and provided to or accessed by the vendor in the performance of services irrespective of the medium in which it is held. The vendor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.

2.9 Publicity / Release of Information:

2.9.1 The vendor shall not issue any press release, promotional or marketing materials or other public announcement regarding this Contract or the relationship between Parties without the University's prior written consent. The content of any such press release, promotional or marketing materials, or other public announcement issued by the vendor shall be subject to the prior review and approval of the University.

2.9.2 In submitting a bid response or proposal, the Vendor agrees, unless specifically authorized in writing by the University on a case-by-case basis, that it shall have no right to use, and shall not use, the name of the University of Massachusetts Amherst, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of the agency's services; nor c) to use the name of the state, its officials or employees or the University Seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) or (b) above except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

2.10 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.

2.11 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.

2.12 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 bonafide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

2.13 Business Relationship Affidavit:

The bidder or proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Agreement or RFB. The University may terminate any Agreement if it is determined that gratuities of any kind were either offered to or received by any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

2.14 Conflict of Interest:

2.14.1 The vendor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Massachusetts General Laws Ch. 268A and to that extent; the vendor agrees to comply with all requirements of the statute in the performance of this Contract.

2.14.2 The Applicant shall disclose and identify to the University, with its proposal or bid response, any relationships, which may constitute a potential conflict of interest with the University of Massachusetts Amherst Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.

2.15 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.

2.16 Scheduling and Coordination:

2.16.1 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.

2.16.2 The Contractor shall take all precautions for preventing injuries to persons and property in or about the work. The Contractor shall neither permit nor allow 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.

2.17 OSHA Compliance:

All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act (OSHA). All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirement and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement and Campus Services immediately by registered mail.

2.18 Protection of Lives and Health:

2.18.1 The vendor shall comply with all laws, ordinances, rules, orders and regulations; National, State or local laws, rules, orders, regulations and codes in the work under this contract.

2.18.2 The vendor 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.

2.18.3 The vendor shall take all precautions for preventing injuries to persons and property in or about the work site. The vendor shall not permit smoking by employees in any State Building. The vendor shall not allow the use of intoxicating beverages upon or about the work site. The vendor shall not allow the use of non-prescription controlled substance drugs upon or about the work site.

2.18.4 The vendor 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.

2.18.5 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.

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

2.19 Tobacco-Free – University of Massachusetts Amherst Policy:

2.19.1 The University of Massachusetts Amherst shall prohibit tobacco use starting July 1, 2013.

2.19.2 For the purpose of this policy, "tobacco" refers to any and all tobacco products, whether inhaled or ingested, as well as electronic cigarettes. The use of tobacco products shall be prohibited everywhere on campus, inside buildings and throughout the grounds. This policy applies to everyone and anyone on campus, including staff, faculty, contractors and visitors.

- a. The use of tobacco will be prohibited in all buildings and vehicles owned or leased by UMass Amherst, regardless of location.
- b. The use of tobacco will also be prohibited on all University grounds and in any outdoor area controlled by the University. This includes all University land, parking lots and parking ramps, athletic fields, tennis courts and recreational areas.
- c. The use of tobacco will be prohibited inside any vehicle located on University grounds.
- d. When any person enters the grounds of the University, any smoking material shall be extinguished and disposed of in an appropriate receptacle at the perimeter of the grounds of the University.

2.20 Affirmative Action, Equal Opportunity Employer:

2.20.1 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.

2.20.2 The successful 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 1990; and the Massachusetts General Law, Chapter 151B.

2.21 Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE):

2.21.1 Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) is strongly encouraged to submit proposals in response to the RFP. For the purposes of this RFP the term MBE or WBE shall mean a consultant who is certified as a minority business enterprise by the Massachusetts State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the respondent's qualifications are submitted.

2.21.2 All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance / Supplier Diversity Office (SDO) at (617)502-8831 or go to <http://www.somwba.state.ma.us/> or E-mail-wdsdo@state.umass.edu for more information.

2.22 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.

2.23 Recordkeeping, Audit and Inspection of Records:

2.23.1 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.

2.23.2 Contactors 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 Contractor's books, documents or records as per the Omnibus Reconciliation Act of 1980.

2.24 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.

2.25 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.

2.26 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.

2.27 Parking Regulations and Use of Walkways:

2.27.1 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.

2.27.2 It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies.

2.27.3 Parking on the UMass Amherst campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday, is by permit only. Some areas are restricted beginning at 5AM or for 24-hours (as posted). Violators will be ticketed and are subject to towing.

2.27.4 Parking in the Parking Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages.

2.27.5 The UMass Amherst campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Massachusetts State Law. The maximum speed limit on campus is 25MPH. The Maximum speed in all parking lots is 10MPH. These limits are in effect 24-hours per day.

2.27.6 Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged.

2.27.7 Load zones are restricted to loading and unloading of materials and are limited to 15-minutes 24-hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends.

2.28 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.

2.29 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.

2.30 Liens:

The successful Vendor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of equipment and services by or to the Vendor.

2.31 Actions of the Vendor:

The actions of the successful Vendor with third parties are not binding upon the University. The Vendor is not a division of the University, partner or joint venture of/with the University.

2.32 Tax Exempt Status:

The University of Massachusetts Amherst 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.

2.33 W-9:

The successful bidder will be required to provide an 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: https://www.umass.edu/procurement/Fill-in_Forms/UMW9_Amh_fill-in.pdf.

2.34 Observing Laws and Regulations:

- 2.34.1 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.
- 2.34.2 The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.
- 2.34.3 The Vendor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its owners and agents against any claims of liability arising from or used on any violation thereof.

2.35 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.

2.36 Data Security and Breach Notification:

2.36.1 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.

2.36.2 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.

2.36.3 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.

2.36.4 Vendor returns University data, and does not retain a copy, to the University upon termination, cancellation, expiration or other conclusion of the agreement, unless the University requests that the data be destroyed.

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

2.26.6 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).

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

2.37.1 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.

2.37.2 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.

2.38 Future Expansion: University of Massachusetts:

2.38.1 The University of Massachusetts is consisted of five (5) campuses which include: Amherst, Boston, Dartmouth, Lowell and Worcester. The University may have other departments or campuses that would be interested in utilizing the services proposed under this RFB within the contract time frames as defined in the RFB.

2.38.2 If another department or campus wishes to utilize this option, that department or campus will issue a separate Purchase Order and a separate University Contract for Services to cover the desired services.

PART III RFB STATUS AND SUBMISSION INFORMATION

3.0 RFB Acceptance/Rejection:

The University reserves the right to cancel this Bid, to reject any or all bids received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, buy based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFB and is deemed in the best interest of the University. Non-acceptance of a bid or proposal shall mean that another bid or proposal was deemed more advantageous to the University or that all proposals were rejected.

3.1 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.

3.2 Submission of a Bid:

3.2.1 Submission of a bid indicates that the bidder has read, completely understands and agrees with this Request for Bid document. The bidder also indicates that it is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials. 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.

3.2.2 The University reserves the right to require additional information from vendors and to conduct necessary investigation to determine responsibility of vendors or to determine accuracy of the information furnished in the bid response.

3.2.3 As a part of the evaluation process, the University may require presentation from the highest ranked bidders. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation.

3.2.4 All information will be confidential until after review and action by the evaluation committee.

3.2.5 The University expressly reserves the right to negotiate prior to an award, any contract that may result from this RFB. Further, this bid creates no obligation on the part of the University to award a contract. The company's bid will represent its best and final offer.

3.2.6 All bid responses must include a point-by-point response to ALL sections of this RFB. Each response must be cross-referenced to the corresponding numbered item in the RFB and described in as much detail as possible.

3.2.7 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the bid or proposals may cause a rejection of the bid response as non-compliant.

3.2.8 If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading and specific section number. All bid responses must be submitted in a sealed envelope and labeled with the bid number. No responsibility will be attached to any person for the premature opening of any bid response that is not properly identified.

3.2.9 E-Mail or electronic attachments are not acceptable means of submitting a bid response and will be rejected as non-conforming.

3.2.10 If you intent to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated in the RFB. Packages delivered by express mail to other locations on the UMass Amherst campus might not be re-delivered to the appropriate address in time to be considered.

3.2.11 Bid responses or proposals that do not substantially conform to the contents of the bid request; consequently altering the basis for proposal comparison may be disregarded and considered unresponsive.

3.2.12 ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.

3.2.13 Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his/her part or furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.

3.3 Bidder's Exception to Terms and Conditions:

3.3.1 If the bidder takes exception to any of the terms and conditions contained herein, the vendor shall note it in its bid response, referencing the section and giving a complete explanation for the exception. Exceptions in the RFB may be grounds for rejection of the vendor's bid at the sole discretion of the University.

3.3.2 Any exceptions and/or alternated must be stated in the bid response to the RFB. Failure to provide required data to allow for evaluation of the RFB or failure to complete the accompanying documents may be grounds for rejecting the RFB.

3.4 Withdrawal of Bid:

3.4.1 A bid or proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred twenty (120) days following the date and time assigned for the receipt of proposals.

3.4.2 Prior to the time and date assigned for receipt, bids and proposals submitted early shall be modified or withdrawn only by written notice to the University. Modified bids or proposals may be submitted up to the time designated for receipt of the bid or proposals as noted in the RFB provided they are then fully in conformance with these terms and conditions.

3.5 Effective Period of Proposals:

The bid or proposals submitted must remain in effect for a minimum period of one-hundred twenty (120) days after the closing date to allow time for evaluation, approval and award of the contract.

3.6 Minor Defects:

If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods and services that substantially met the intent of this RFB, the mandatory requirement will be modified or waived for all bidders, and all proposals will be re-evaluated in light of the change.

3.7 Award Negotiations:

Selection may be made without further discussion or negotiation; therefore, bids or proposals should be submitted on the most favorable terms, which can be submitted in response to this RFB. Bids or proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's overall qualifications. The University reserves the right to request additional information or clarification on any matter included in the bid response. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes which include:

- 3.7.1 Resolving minor differences and informalities
- 3.7.2 Clarifying necessary details and responsibilities
- 3.7.3 Emphasizing important issues and points
- 3.7.4 Receiving assurances from proposers
- 3.7.5 Exploring ways to improve the final contract

3.5 Bid Signature:

The bid response shall be signed by an officer who is authorized to make such commitments for the vendor. The signature signifies that the company complies with all terms and conditions set forth in the request for bid.

3.6 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 **March 10, 2015 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 AA15-RH-5011***

3.6.1 The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

3.6.2 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.

3.6.3 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.

3.6.4 Only bids that are received by the bid opening date and time will be considered.

3.6.5 The UNIVERSITY reserves the right to reject any or all bids, wholly or in part and the right in its sole discretion, to accept the bid which it considers most favorable to the University's interest and the right to waive any minor irregularities in the bids when such a procedure is reasonable in its best interest.

3.7 Bid Results and the Right to Split Awards:

3.7.1 Bid results will not be automatically transmitted to every bidder. It is the bidder's responsibility to contact the Procurement Department to review the bid results and award.

3.7.2 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.

3.7.3 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 judgment, the best interests of the University will be served.

3.8 *Inquiries Received After Specified Bid Opening Date and Time:*

3.8.1 Inquiries received after the specified date and time will be date stamped and put unopened in the bid file. Any bid received after the specified date and time will not be considered in the bid response review.

3.8.2 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.

3.8.3 No electronic bids will be accepted

3.8.4 Any samples and/or supporting documentation that is required in the bid specifications must be delivered at the time of bid opening.

3.8.5 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, March 3, 2015 at 2:00 PM.

3.8.6 No telephone calls will be entertained.

3.8.7 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 March 5, 2015. The contact information for this individual is:

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

3.8.8 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.

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