

UNIVERSITY OF MASSACHUSETTS LOWELL

REQUEST FOR BID

UNIVERSITY CONTRACT FOR
MECHANICAL WELDING TRADESPERSON
\$0 - \$25,000



RFB CL12-HT-0034

SUBMITTED BY THE LOWELL PURCHASING DEPARTMENT

NOTICE TO CONTRACTORS
THE COMMONWEALTH OF MASSACHUSETTS
UNIVERSITY OF MASSACHUSETTS LOWELL

Contract Number: CL12-HT-0034

Sealed bid proposals for the MECHANICAL WELDING TRADESPERSONS will be received by the Commonwealth of Massachusetts, University of Massachusetts Lowell.

Sealed bids for the General Contract must be submitted on a form furnished by the University and will be received no later than **11:00 A.M., EST on March 7, 2012.**

All bids will be received at the University of Massachusetts Lowell, Purchasing Department, Wannalancit Business Center, 600 Suffolk Street, Room 415, Lowell, MA, no later than the time and date specified above and be publicly opened and read aloud. Any bid received after the time and date specified will not be considered.

Each Bid must be enclosed in a sealed envelope clearly endorsed with the name and address of the Bidder, Title and Contract Number.

Bids shall be accompanied by a bid deposit that is not less than **5% of the annual estimated cost of \$40,000.00.** The bid deposit may be in the form of a certified, treasurer's checks, or cashier's check; cash; or bid bond from a licensed surety M.G.L. c. 149, §44B (2).

Bids are subject to M.G.L. c. 149, §44A-J and to the minimum wage rates as required by the M.G.L. c. 149, §26 to 27H inclusive. The University reserves the right to reject any Bid Proposal that is not in full compliance with the Contract Specifications; to reject any or all bids wholly or in part; to waive technicalities; to make awards in a manner deemed in the best interest of the University; and to correct any award erroneously made as a result of a clerical error on the part of the University.

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action, Title IX, H/V, ADA 1990 Employer and Executive Order 11246, Title 41, Part 60 of the CFR Sections 741.4, 250.4, 1.40, and 1.4 are hereby incorporated.

Bid documents can be picked up at the Purchasing Department, University of Massachusetts Lowell, Purchasing Department, Wannalancit Business Center, 600 Suffolk Street, Room 415, Lowell, Massachusetts 01854.

Messenger and other type of pick-up and delivery services is the agent of the Bidder and the University assumes no responsibility for delivery or receipt of the documents.

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BID FORMS

Attachment A – Form for General Bid

**Attachment B – Certificate of compliance with State Law & Unemployment
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Attachment C – Certification of Non Collusion

**Attachment D – University of Massachusetts Lowell Contractors Rules &
Regulations**

Attachment E – W9

Attachment F – Business Reference Form

Attachment G - Prevailing Wage Rate Sheets

Attachment H – University of Massachusetts Contract for Services

Attachment I – University of Massachusetts Facilities Dept. Quote Form

All Bid forms must be completed, signed and returned.

GENERAL INFORMATION

All terms, conditions, requirements, and procedures included in this RFB must be met for a Response to be determined responsive. If a Bidder fails to meet any material term, condition, requirement or procedure, its Response may be deemed unresponsive and disqualified.

Unless otherwise specified in this RFB all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. Currency. All Responses must be submitted in accordance with the specific terms of this RFB. No electronic Responses may be submitted in response to this RFB.

Bidders are prohibited from communicating directly with any employee of the University except as specified in this RFB. The University's Purchasing Department is authorized to provide any information or respond to any question or inquiry concerning this RFB. Bidders may contact the Purchasing Department if this RFB is incomplete.

All responses and information submitted in response to this RFB are subject to the Massachusetts Freedom of Information Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Any statements reserving any confidentiality or privacy rights in submitted Responses or otherwise inconsistent with these statutes will be void and disregarded.

Work done as part of this RFB is subject to compliance with Public Law 92-596 "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction including Volume 36, numbers 75 and 105, of the Federal Register as amended, and as published by the U.S. Department of Labor.

The University makes no guarantee that any Commodities or Services will be purchased from any Contract resulting from this RFB. Any estimates or past procurement volumes referenced in this RFB are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

Unless otherwise clearly stated in this RFB, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFB to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the University may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

The goal of this RFB is to award this contract to responsible contractors offering to perform the contract at the lowest price. The target number of award for Mechanical Welding Contractors **WILL BE APPROXIMATELY (5)**.

Bidders may not alter (manually or electronically) the RFB language or any RFB component files. Modifications to the body this RFB, specifications, terms and conditions, or which change the intent of this RFB are prohibited. Any unauthorized modifications may disqualify a Response.

The Contractor shall maintain records pertaining to the services performed, in accordance with University acceptable accounting principles. In the event the University should dispute an invoice, the

Contractor's records, pertaining to the disputed invoice, shall be made available to the University or its authorized representative, for review.

CONTRACTOR'S REQUIREMENTS

Contractor personnel must have current and appropriate Welding Licenses and certifications.

In order to be considered the Contractor must have owned and operated the Company under the same name for at least 3 years, providing services relevant to those specified in the RFB.

Each Bidder shall have performed the type of work specified in this document for a period of at least three (3) years and shall be able to substantiate the work through a list of clients for whom such work has been performed.

The Bidder must have adequate Licensed Staffing and equipment to accomplish the work in a timely fashion. In particular, the Bidder must be able to provide at least three (3) two-person crews on any given day.

The Bidder must provide certificates of insurance in the amounts indicated in Section G Liability Insurance.

Bidder must meet and be in full compliance with all Federal, State and Local Laws and Regulations.

Bidders must be in full compliance with OSHA 10 Regulation all required employees of the company must hold at a minimum OSHA 10 certification card. Bidder must submit OSHA 10 Certification card with bid submission.

Contractor's personnel must be able to respond to emergency calls and to commence work within one (1) hour from the University of Massachusetts Lowell Campus. Contractor must have Answering Services 24/7.

Emergencies will require 24 hours, 7 days a week availability of a service.

Contractor's personnel shall have all appropriate equipment and tools necessary for the completion of all designated tasks.

The Contractor should provide a list of at least three (3) references for which the Contractor has performed similar services to those specified. (Attachment F).

RIGHT OF THE UNIVERSITY TO TERMINATE CONTRACT

The contract may be terminated without cause by either the University or the Contractor by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

The University may terminate the contract if the Contractor fails to fulfill the required obligations or fails to comply with the contract provisions by giving written notice to the Contractor at least seven (7) calendar days prior to the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to the University's approval.

The University of Massachusetts reserves the right to terminate any and all parts of the contract due to lack of or reduction in financial appropriations that fund the contract.

In the event of contract termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor, pursuant to the contract, shall become the property of the University.

SCOPE OF WORK

The purpose of this procurement is for the University to Pre-Qualify MECHANICAL WELDING Tradesperson for jobs less than **\$25,000**.

The type of work to which the Contractor is expected to respond would include, but not be limited to the following:

1. The purpose of this procurement is to provide for repairs as needed on welding of low, medium and high pressure pipes & related equipment located throughout the University of Massachusetts Lowell (UML) facilities complex
2. The contractor must be able to provide both in house and onsite welding as required for low, medium and high pressured pipes and ancillary components.
3. The contractor will provide services involving oxyacetylene welding (OAW), shielded arc welding (SMAW), gas tungsten welding (GTAW), gas metal arc welding (GMAW), oxygen arc cutting and plasma cutting, and anything else that is under the welding and cutting category.
4. AWS standards identify five types of joints that can be welded: edge joints, lap joints, butt joints, tree joints and corner joints. These joints can be welded in a flat, horizontal, vertical or overhead method to meet the needs of each circumstance.
5. The contractor will be responsible for properly preparing all surfaces for the weld. This will include grinding, cutting and providing the proper bevels on all materials prior to welding any joint.
6. The contractor will provide clearance of 3/16" on all bevels, square groove, bevel groove, double bevel groove, V groove, double V groove, J groove, double J groove, or U groove). Each bevel will be evaluated based on its application and purpose.
7. Maintenance and repairs under this RFQ will be authorized on a case by case basis. The Contractor will furnish an informal repair proposal to the UML POC that describes the work with the labor hours, major materials, and prices listed.

8. The contactor will be responsible for all permitting and hiring of fire department detail for all welding jobs at UML in accordance with guidelines established by the Environment, Emergency, and Management Department.
9. UML will not provide storage space under this bid. Materials, lubricants and trash will not be stored or allowed to accumulate in UML mechanical rooms. All trash will be removed and disposed of at the conclusion of each repair visit. UML dumpsters may be used provided all recycling regulations and instructions are followed.

Provide all necessary elements including labor and equipment as required on a **contracted per call basis** for MECHANICAL WELDING TRADESPERSONS. Prices, prevailing wage schedule and terms and conditions shall remain firm throughout the term of the Contract. **Bids for hourly rates shall be entered for each labor category listed and shall include the prevailing wage, overhead with associated direct costs of insurance and profit (Bid Response Sheet Attachment A).**

REQUIRED UNIVERSITY PROCEDURES

The University of Massachusetts Lowell requires that all Contractors under contract with the University abide by the following standard requirements and practices.

Coordinate all facilities operations and maintenance items with the Universities Trade Manager or his designee. Arrival and departure must be verified by the Trades Manager or his representative.

In case of emergency contractors are to call University Police at (978) 934-2394 and Environmental Health and Safety (EH&S) Richard Lemoine at (978) 934-2618.

If hazardous (or suspicious) materials are encountered on site, contact the Environmental Health & Safety (EH&S) Department and the UML Trades or Project Manager immediately.

SERVICE CALL RESPONSIBILITY

1. Contractors **must** respond to service calls 24 hours per day, 7 days per week, and 365 days per year (24x7x365). Contractors **must** send a qualified service person to the location and have a vehicle fully equipped with tools and replacement parts to perform repairs or diagnosis the problem.

SERVICE CALL RESPONSE TIME

1. Contractors **must** respond as requested:
 - Emergency Call – Contractor must respond within one (1) hour of initial call as directed
 - Service Call – Contractor must respond by phone within one (1) hour and establish a mutually agreed arrival time at the facility.

CONSTRUCTION LAW COMPLIANCE

All work performed under this contract must comply with the Massachusetts construction laws.

UMass Lowell will be allowed to **contract with any contractor** under this contract for building construction projects estimated to cost **less than \$10,000** without the need to solicit multiple written price quotations when procuring these services. Contractors will be required to submit a proposal to the Trades Manager when requested. Contractors may use UML's quote form (Attachment I), or submit the proposal on the Contractors letterhead.

For services for building construction projects estimated to cost **between \$10,000 and \$24,999**. UMass Lowell will be required to **solicit written responses from at least three (3) contractors, see quote form (Attachment I)**, provided that the contract shall be awarded to the responsible person offering to perform the contract at the lowest price quotation.

The University reserves the right to amend these specifications at any time based on changes in construction laws and policies. Contractors will be required to comply with such amended specifications.

At the inception as well as throughout the life of the contract, the University reserves the right to amend Service specifications as well as restrict or phase out Service in order to comply with new policies, laws and regulations: minimize human health risks; or in other cases, in the best interest of the University.

COMPENSATION STRUCTURE/PRICING

Pricing Project Quote Based

Project based pricing will be **inclusive** of all Contractors employees, approved sub-contractors, labor, material, equipment, supplies, travel, all applicable permits and any other costs to complete the project. The University will provide the scope of work on the Quote Form (Attachment I) to the Contractor. The Contractor **must** provide the University with certified payroll record (prevailing wage) after completion of project.

Pricing Hourly Based

Hourly based pricing will be based on the hourly rate submitted with the bid submission (Attachment A Section C). The hourly **rate must not be paid less than the prevailing wage rate**.

WAGE SCHEDULE

Attention is called to the fact that a schedule of minimum wage rates as established for the work by the Commissioner of Labor and Industries under the provisions of Chapter 149, Sections 26 and 27, as amended, is annexed to the Contract Documents and specified in (Attachment H). Prevailing wages will remain firm throughout the contract period.

The hourly wages paid to personnel employed in carrying out this Contract shall be in accordance with the provisions of Chapter 149, Sections 26 and 27, as amended.

Claims and disputes pertaining to the classification of labor or wage determinations made by the Commissioner of Labor and Industries must be presented by appeal filed with the Department of Labor

and Industries within three days from the date of the first advertisement or call for bids, in the manner provided by General Laws, Chapter 149, Section 27A.

The MECHANICAL WELDING Contractor shall furnish all labor, materials, supplies, tools, machinery, implements, transportation, and other facilities required, and do all work necessary for the complete execution and completion of the Contract, except that work or materials specifically stated to be done or furnished by others.

All work and materials furnished and installed shall be of the best quality and workmanship, and to the satisfaction of the University. There shall be no defect in the work or the operation thereof due to inferior materials or the workman like placing of any part. The work under this contract shall be performed at such times as may be necessary to facilitate the orderly progress of the work.

GUARANTY AND WARRANTY

The Contractor shall pay to the University of Massachusetts Lowell all expenses, losses and damages incurred as a consequence of any defect, omission, negligence, or error by the Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees.

The Contractor shall provide only new and good quality materials and warrant that he has full title to all materials, supplies and equipment used in the work under this Contract.

All Contractor provided parts, materials, and/or equipment shall meet the University's satisfaction and shall follow the requirements set-forth by the University Facilities Department prior to commencing each individual assignment under this contract.

The Contractor guaranties that all work, material, and equipment furnished and installed under this contract, are in accordance with the Specifications and is free from defects in material and craftsmanship for a period of one year from the date of receipt and acceptance by UMass Lowell.

SUBCONTRACTING WORK

The Contractor shall not subcontract any portion of this contract unless approved, in writing, by the University's Facilities Trades Manager or their designee.

BID PACKAGE

Bidders must submit one (1) original response packet signed, to include the following forms:

- a) Form for General Bid (Attachment A)
- b) Evidence of Liability Insurance and evidence of Worker's Compensation Insurance (**Needed by the Awarded Contractor**)
- c) Copy of valid Massachusetts's license/registration (for only those trades that are required by law to be licensed/registered)
- e) Statement of State Tax Compliance Certification – (Attachment B)
- f) Certification of Non Collusion (Attachment C)
- g) W9- (Attachment E)
- h) Business Reference (Attachment F)
- i) University of Massachusetts Contract Terms and Conditions (**Needed by the awarded contractor**)

The information that is supplied on the RFB will become part of the contract. The time and materials pricing, offered by the Bidder, will remain fixed for the term of the contract.

Responses must be submitted to: **University of Massachusetts Lowell
Purchasing Department
Wannalancit Building Center
Suite 415
600 Suffolk St.
Lowell, MA 01854**

All responses must be submitted in a sealed envelope clearly marked with the RFB number, title, opening date and time on the face of the envelope. If using FedEx or similar delivery service be sure this same information is marked on the outside of the delivery service envelope. **If using USPS use the following address: Purchasing Department, Wannalancit Building Center, One University Ave., Lowell, MA 01854.**

A. DEADLINE FOR RESPONSES

UNIVERSITY must receive all responses to this solicitation at or prior to **11:00 PM (EST), March 7, 2012**, to be considered. It is the sole responsibility of each Bidder to see that their Bid is received in proper time. Any Bid received after the scheduled Bid opening time **will not be considered.**

B. TERM OF CONTRACT AND OPTION TO EXTEND

The term of any Contract resulting from this RFB shall be for one (1) year from the date of award, with two (2) one year renewal options.

C. PERFORMANCE AND BUSINESS SPECIFICATIONS

In order to be considered, the Contractor must have owned and operated the company, under the same name for at least 5 years, providing services relevant to those specified in the RFB. Any and all work performed throughout the duration of the Contract must be guaranteed by the Contractor to be completed in a workmanship-like manner and according to applicable codes and industry-accepted standards. Unless otherwise stated in specifications for a particular job, the Contractor will supply all labor, equipment, materials, parts and supplies necessary to complete a service. The Contractor will be responsible for securing any and all necessary permits required prior to commencing work on any job. The Contractor will insure that necessary permits have required sign-off signatures when job is complete and provide copies to the University Trades or Project Manager.

The Contractor will be expected to provide services in their area(s) of expertise. Contractors will not be required to perform services that are outside their normal scope of practice.

All services solicited through this RFB are subject to the Massachusetts Prevailing Wage Laws. A list is provided as part of the RFB indicating the trades for which a contractor is mandated by law to pay the prevailing wage rates. Applicable Prevailing Wage Rates are issued with this RFB (Attachment G) and will become a part of any Contract resulting from this solicitation. It is the responsibility of the Contractor to adhere to the Prevailing Wage Laws. The Contractor is required to comply with all applicable Prevailing Wage Law requirements. All applicable certified payroll sheets should be sent to the Facilities Department attached to each invoice.

The terms and conditions in (Attachment H) are incorporated into this RFB. The successful contractor will be required to conduct all work under this Bid Award in accordance with all terms and conditions set forth in RFB and its attachments.

D. SELECTION CRITERIA

The goal of this RFB is to award this contract to responsible contractors offering to perform the contract at the lowest price. The target number of award for Mechanical Welding Tradesperson will be up to (5) contractors.

All mandatory requirements must be met. As previously stated in this RFB, the University makes no dollar guarantees for services throughout the duration of this contract resulting from this RFB.

E. CONTRACTOR PERFORMANCE CRITERIA

The Contractor's performance will be evaluated on an ongoing basis, and will be utilized in determining whether or not to continue with the Contract. Poor performance may result in cancellation of the Contract.

F. LIABILITY INSURANCE

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

1. The following minimum insurance coverage is required.
 - A. Workmen's Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.
 - B. Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combines limits for bodily injury and property damage of at least one million (\$1,000,000) per accident. The policy must be endorsed to include the University as an additional insured.
 - C. Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least one million dollars (\$1,000,000) per occurrence and three million(\$3,000,000) per aggregate. This policy must be endorsed to include the University as an additional insured.
 - D. A certified copy of each policy or certificates of all insurance required herein shall be delivered to the University of Massachusetts Lowell, Director of Purchasing, with the execution of the Contract

FORM FOR GENERAL BID (Attachment A)

A. The undersigned proposes to furnish all labor, tools, equipment, and vehicles required for: MECHANICAL WELDING TRADESPERSONS Contract Number, CL12-HT-0034 at the University of Massachusetts Lowell, Purchasing Department, Wannalancit Building Center, 600 Suffolk St., Lowell, MA in accordance with specifications prepared by University of Massachusetts Lowell, for the contract price specified below. All contractors must base their contract price at the standard hourly rates for regular time.

B. This bid includes addenda numbered _____

C. Time and Material Pricing Sheet is attached. The hourly rate must not be paid less than the prevailing wage rate and should include all Contractors employees, approved sub-contractors, labor, material, equipment, supplies, travel, all applicable permits and other costs to complete the project.

MATERIAL PRICING

- The University will allow a 10% markup on material expenses incurred while completing assigned tasks as part of this Contract.
- The University may require upon request, the Contractor submit original invoices for review.
- The University may elect to purchase materials directly

The awarding Contractor must agree to comply with all applicable Prevailing Wage Rates. By signing this form, the Contractor agrees to pay the applicable Prevailing Wage Rate.

FORM FOR GENERAL BID (Attachment A)

D. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A. **The Safety Training requirement in this paragraph is effective July 1, 2006.**

The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural, joint venture, partnership, corporation or the business or legal entity.

The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under penalties of perjury that the undersigned is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned hereby declares that the undersigned has carefully examined the Advertisement, Instruction to Bidders, Contract for Labor and Material Agreement, General Conditions of the Contract, Special Conditions (if any), Plans and Specification, all other Contract Documents, and also the Site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the Commonwealth.

The undersigned further certifies under the penalties of perjury that:

- this bid is in all respects bond fide, fair and made without collusion or fraud with any other person;
- we are the only persons interested in this proposal;
- that it is made without any connection with any other person making any bid for the same work without directly or indirectly influencing or attempting to influence any other person to bid to refrain from bidding to influence the amount of the bid of any other person corporation;
- that no person acting for, or employed by, the Commonwealth of Massachusetts is directed or indirectly interested in this proposal, or in any contract made which be made under it, or in expected profits to arise therefrom.

As used above the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

FORM FOR GENERAL BID (Attachment A)

The undersigned certifies that it shall comply with the provision of the Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program set forth in Article XII of the General Conditions of the Contract.

Should the Contract Documents require submission of special data to accompany the bid, the Awarding Authority reserves the right to rule the bidder's failure to submit such data and informality and to receive such data subsequently within a reasonable time as set by the Awarding Authority

The Successful contractor additionally certifies that all work conducted under this Bid Award will be done in accordance with all Terms and Conditions set forth in this bid and its attachments.

Date _____, 2012

(Name of General Bidder)

By: _____
(Signature)

By _____
(Print Name and Title)

(Business Address)

(City and State)

(Federal Employment Identification #)

Telephone: _____

Fax #: _____

Email Address: _____

**Attachment – B CERTIFICATE OF COMPLIANCE WITH STATE TAX LAW AND
UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS**

Pursuant to M.G.L. Chapter 62C, S 49A, and MGL Ch.151A, Section 19A,

I _____, authorized signatory for

Name & Title

_____ whose principal place of

business is located at _____ do hereby certify under

penalties of perjury that the above business has filed all state tax returns and paid all taxes as required by law

and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to

payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

_____.

Signed under the penalties of perjury this _____ day of _____,

*Authorized Signature**

Title

***must be signed in ink**

Attachment C – Certification of Non Collusion

The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

*Authorized Signature**

Date

Printed Name of person signing bid or proposal)*

(Name of business)

***must be signed in ink**

Attachment D - University of Massachusetts Lowell Contractor Rules & Regulations

Purpose: To establish guidelines for all contractors and vendors performing work at the University for the Office of Facilities Operations & Services, ensuring that construction, renovations, repairs, and maintenance work is performed with the highest level of safety and consistency so as to minimize the impact on students, faculty, and staff. These Guidelines do not replace the General Conditions Specifications but are intended to be a supplement and a quick reference guide.

1. **Work Hours:** Contractors shall conduct all work during normal University business hours, Monday through Friday, 7:00 AM – 5:00 PM. The Contractor is required to coordinate all access to University property with the assigned Facilities Manager. Any off-hours work must be coordinated in advance.

2. **Shutdowns & Disruptions:** For any work requiring a shutdown of MECHANICAL WELDING, plumbing, fire protection, electrical or fire alarm services or that may interfere with normal University operations (due to noise, odors, etc.), advanced notice of at least four (4) working days is required and the work must be pre-approved and scheduled around the activities of the area.

3. **Parking & Deliveries:** Contractors shall observe all University parking regulations and are liable for any parking violations. Parking at building entrances, lawn or common areas is prohibited. Contractors are responsible to coordinate access with their Facilities manager for any special vehicles making deliveries or performing the work.

1. All Contractors will be required to pay for long-term parking (exceeding 10 business days per semester). Please review the tiered structure and monthly option since we realize your campus presence may be transitive in nature.
 - A. The monthly rate will be a fee structure based on their average hours on campus per week using the following matrix:
 - **1-10 hours per week: \$3 per month (\$36 per year)**
 - **11-20 hours per week: \$6 per month (\$72 per year)**
 - **21-30 hours per week: \$9 per month (\$108 per year)**
 - **31-40 hours per week: \$12 per month (\$144 per year)**
 - All Contractor personnel will be permitted to park in any staff lot with the exception of the Costello/Pinanski Lot (now a faculty-only lot) and the Southwick Lot. A full list of parking locations can be found at www.uml.edu/ParkingLocations.
 - For more information regarding VVV parking, please visit our website at http://www.uml.edu/ucaps/Vendor_and_Visitor_Permits.html. If you have any questions regarding parking, please contact the UCAPS Office at UCAPS@uml.edu

4. **Conduct:** Contractors are expected to exhibit the highest standards of professional behavior while performing work for the University. This includes, but is not limited to, no smoking, no use of alcohol or illegal drugs; no use of inappropriate language, exercising volume control (no radios or loud talking) so as not to disrupt nearby classes, studying or office functions. No weapons are allowed on University property. If the Contractor needs to work in or near a dormitory, notification must be provided to the Dean of Students. Any inappropriate behavior may lead to removal of the Contractor.

5. **Protection of Property:** Contractors shall be responsible for protection of elevators, hallways, sidewalks, parking lots and other common areas in their “work path” beyond their scope of work. Contractors shall clean these areas of dirt and debris caused by their work on a daily basis. Contractors shall either provide portable toilet facilities for contractor use or request permission to use University bathrooms. If using University bathrooms, Contractor shall be responsible for their portion of cleaning the bathrooms on a daily basis. Contractors are responsible for providing protection of adjacent existing areas from their work.

6. **Tree Protection and Fencing:** Tree protection fencing must be installed around all existing trees to remain on plans within the fenced staging area. Fencing shall extend a distance from the trunk of 1.25 ft per inch of trunk diameter or 6 ft, whichever is greater. For example, a tree with a 12” trunk diameter shall be fenced 15’ from the trunk (30ft diameter). Area within tree protection fencing must be mulched with shredded bark or wood chips to a thickness of 4”. Fencing must be installed prior to any equipment arrival on site and work may not begin until fencing is installed. Fence shall be maintained for the duration of the project and shall not be removed without UML permission. No material storage, vehicle parking or other activity shall occur at any time within tree protection fencing. Contractor will be required to pay tree replacement and/or soil compaction remediation costs if there is any incursion into tree protection zones.

7. **Safety:** Contractor to maintain an OSHA compliant work area at all times.
8. **Wages:** All contractors are required by State Law to pay prevailing wages on all work done for the University, subject to audit by the Inspector General of the Commonwealth of Massachusetts. Contractors are also required to submit weekly certified payrolls. For additional information, see www.mass.gov/dos/pw/index.htm
9. **Key Access Guidelines:** Facilities Operations & Services will disperse department keys. Please call extension 2601 with your request 24 hours prior to signing out the keys. Vendors may sign out keys for one business day at a time. Contractors and Vendors must leave a copy of their license. Keys must be returned at the end of the business day.
10. **Rubbish Removal:** A clean, organized work area is expected of all contractors. Contractors are required to remove all debris from the work area on a daily basis. Unless otherwise authorized, Contractors are expected to provide their own dumpster for construction debris. Use of University dumpsters must be pre-arranged or a location coordinated for the Contractor's dumpsters.
11. **Billing:** The contractor will submit one invoice for each project. Each invoice must clearly show the Date and number of hours worked. The invoice must indicate the University representative who authorized the services.

Date Worked	Hours Worked	Scope of Work	Prevailing Wage Rate	Total Cost

ATTACHMENT E

Form **UMW-9**
 University of Massachusetts
 Substitute W-9 Form
 (Rev. October 2007)

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 3.

Name (as shown on your income tax return):	
Business name, if different from above:	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification: <input type="checkbox"/> D=disregarded entity <input type="checkbox"/> C=corporation <input type="checkbox"/> P=partnership <input type="checkbox"/> Other (see instructions) _____	<input type="checkbox"/> Exempt Payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code:	
List account number(s) here (optional):	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 4.
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person: _____	Date: _____
------------------	--	--------------------

Part III Business-type Owned (check all that apply)

<input type="checkbox"/> Small Business	<input type="checkbox"/> Minority	<input type="checkbox"/> Woman	<input type="checkbox"/> Performing Entity	<input type="checkbox"/> HUB Zone
<input type="checkbox"/> Small Disabled	<input type="checkbox"/> Small Veteran	<input type="checkbox"/> Small Disadvantaged	<input type="checkbox"/> Small Disabled Veteran	
<input type="checkbox"/> Certification Type _____	Expiration Date _____			

If you have questions on completing this form, please contact Vendor Maintenance at: (978) 934-3461.
 Upon completion of this form, please return to: University of Massachusetts Department you are doing business with. (UMLOW)

Part IV For University Verification Purposes Only - Do Not Write Below This Line

Business Name Acronym _____	
<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> OFAC
Signature _____	Date: _____

ATTACHMENT F

Business Reference Form

MECHANICAL WELDING Contractor: _____

1. Reference Name: _____ Contact Person: _____
Address: _____ Tel Number: _____
Description and Dates of MECHANICAL WELDING Services Provided: _____

2. Reference Name: _____ Contact Person: _____
Address: _____ Tel Number: _____
Description and Dates of MECHANICAL WELDING Provided: _____

3. Reference Name: _____ Contact Person: _____
Address: _____ Tel Number: _____
Description and Dates of MECHANICAL WELDING Services Provided: _____

References will be contacted to confirm Bidder's abilities, qualifications and performance. The University may deem the Bidder's response unresponsive if a reference is not obtainable from listed reference after reasonable attempts.

ATTACHMENT H

UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS

(P.O. No.) _____
(Bid No.) _____

This agreement is made, entered into, and effective on _____ by and between the University of Massachusetts, _____ (Campus), (hereinafter called "University"), an agency of the Commonwealth of Massachusetts and _____

(Contractor's legal name and address)
(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following documents, listed in the order of precedence: (1) this **Contract for Services Terms and Conditions**; (2) any **Contract Amendments**, as identified in Section 2, below; and (3) any attached **Scope of Services** as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. **Scope of Services.** The Contractor agrees to perform the following services:

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. "Attachment A, Scope of Services, consisting of 'n' pages"). Only the Scope of Services specifically referenced in this Contract and signed by the Parties' authorized representatives shall apply.

2. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

_____. All amendments attached hereto must be specifically labeled (e.g. "Attachment B, Amendment No. 1, consisting of 'n' pages").

3. **Dates of Performance:** From: _____ To: _____
(Start Date) (Completion Date)

4. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:

(Name and Title)

5. **Payment:**

A. The University shall compensate the Contractor for the services rendered at the rate of \$ _____ per _____ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly _____, Quarterly _____, Other _____ (specify) _____.

D. **Reimbursement for Travel and Other Contractor Expenses:**

___ All travel and meals are part of this Contract. No reimbursement will be made.

___ Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ _____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

___ Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ _____. OTHER Expenses shall be limited to: _____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

- E. The total of all payments made against this Contract shall not exceed \$ _____.
- F. 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 Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.
6. **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, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. 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.
7. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.
8. **Compliance With Laws.** Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.
9. **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.
10. **Contractor's Qualifications and Performance.** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
11. **Termination:**
- A. **Without Cause.** This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
- B. **With Cause.** If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.
12. **Obligations in Event of Termination:**
- A. 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.
- B. 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.
13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified

herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

14. **Political Activity Prohibited.** 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.
15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
16. **Confidentiality/Privacy.** The Contractor 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 Contractor may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in Mass. Gen. 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." Contractor 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 Contractor in the performance of services irrespective of the medium in which it is held. The Contractor 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.
17. **Assignment and Delegation.** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor 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.
18. **Nondiscrimination in Employment.** The Contractor 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 or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations
19. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, 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.
21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.
22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Indemnification of 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 therefrom 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.
24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.
25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.
28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.
29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the University:

To the Contractor:

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS
_____ (Campus)

Sig: _____

Name: _____

Title: _____
(Authorized University Official)

Sig: _____

Name: _____

Title: _____

Sig: _____

Name: _____

Title: _____

CONTRACTOR
_____ (Name)

Sig: _____

Name: _____

Title: _____

ATTACHMENT I

**University of Massachusetts Lowell
Facilities Department
Office of Operations & Services Quote**

Requestor:

Date

Company Name

Company Representative

Address

Email Address

Telephone

Scope of Works

Total Project Cost