

UNIVERSITY OF MASSACHUSETTS LOWELL

REQUEST FOR BID

UNIVERSITY CONTRACT FOR
PEST CONTROL SERVICES



RFB CL16-EP-0026

SUBMITTED BY THE LOWELL PURCHASING DEPARTMENT

NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
UNIVERSITY OF MASSACHUSETTS Lowell

RFP Number: CL16-EP-0026

The University of Massachusetts Lowell seeks proposals for Pest Control Services for both Academic and Residential Life Buildings along with the Universities Food Service locations.

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 **Tuesday, April 19, 2016**.

PREBID CONFERENCE

All prospective bidders are highly encouraged to attend the Pre-Bid conference that will be held at the Wannalancit Business Center 600 Suffolk St. Suite - 407 Lowell, MA 01854 on **April 7, 2016 at 10:00 AM**.

All Questions from prospective proposers concerning this RFP must be submitted via e-mail by **12:00 PM on Monday, April 11, 2016** to Purchasing@uml.edu.

Questions received after the specified date and time will not be accepted. It is the intent of UMASS LOWELL to email its response to all written questions to all proposers of record. UMASS LOWELL will extend the due date by written addendum if such information significantly amends this or makes compliance with the original proposed due date impractical.

General Bids shall be accompanied by a bid deposit that is not less than 5% of the greatest possible bid amount of \$50,000.00. The bid deposit may be in the form of a certified, treasurer's, or cashier's check from a responsible bank or trust company payable to the awarding authority; or bid bond from a licensed surety.

All bids will be received electronically, no later than the time and date specified above. Any bid received after the time and date specified will not be considered.

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 may be obtained at: <http://www.uml.edu/Procurement/Purchasing/Bids-Requests/Bid-Listings.aspx> .

All bidders must register with the Purchasing Department of their intent to bid at Purchasing@uml.edu

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.

Table of Contents

- 1. General Information**
- 2. Scope of Work**
- 3. Standard Requirements**
- 4. Service Call Responsibility**
- 5. Service Call/Response Time**
- 6. Scheduling & Coordination**
- 7. Contractor's Requirements**
- 8. Right of the University to Terminate Contract**
- 9. Guaranty and Warranty**
- 10. Subcontracting work**
- 11. Bid Package**
 - A. Deadline for Responses**
 - B. Term of Contract and Options to Extend**
 - C. Performance and Business Specifications**
 - D. Selection Criteria**
 - E. Bid Rejection**
 - F. Contractor Performance Criteria**
 - G. Bonds & Insurance**
 - H. Liability Insurance**
 - I. Payments**
 - J. Fees**

BID FORMS

Attachment A – Form for General Bid

**Attachment B - Certificate of Compliance with State Tax Law And
Unemployment Compensation**

Attachment C – Certification of Non Collusion

Attachment D – Business Reference Form

**Attachment E– University of Massachusetts Lowell Contractor Rules &
Regulations**

Attachment F – W-9

Attachment G – University of Massachusetts Lowell Contract for Services

Attachment H – Services Pricing

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 the responsible contractor offering to perform the contract at the lowest price. However, the University reserves the right to award to multiple

vendors in part or in whole to the vendor(s) who the University deems provides the best Services capable of meeting the requirements in this RFP.

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.

In order to reduce 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. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

- Proposer/Bidder shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose.

The University reserves the right to undertake by University forces or other, the same or similar type work as contracted for herein, in the areas covered by the contract, without obligation to the Contract Holder.

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.

SCOPE OF WORK

The purpose of this procurement is for the University to establish a Pest Control Contract with a Contractor who is capable of performing Pest Control Services in both Academic and Residential Life Buildings along with the Universities Food Service locations.

Contractor will provide all necessary elements including labor and equipment, materials, tools, Transportation and vehicles as required for Pest Control Services, prevailing wage schedule and terms and conditions shall remain firm throughout the term of the contract. Unless otherwise stated in specifications for a particular job the University will not provide any labor, equipment, materials, tools, or vehicles nor assist with nor accept responsibility for any of the covered services. **The University Representative will accompany the Contractor to the work area and will provide access to the site.**

The successful bidder shall perform the service required to achieve expected results for the elimination of all pests, including flying insects both large and small, all crawling insects, rodents, wildlife and any other pests or animal nuisance that may exist on campus or within any

of the facilities buildings on campus. The following pests are included but not limited to the scope of this contract.

- Rats
- Mice
- Ants
- Spiders
- Cockroaches
- Incidental/occasional invaders entering from out-of-doors
- Bed Bugs, fleas, ticks **Define what specific small-scale treatments for bedbugs and termites is included**
- Termites and other wood destroying insects **Define what specific small-scale treatments for bedbugs and termites is included**
- Bees
- Birds, bats, snakes, raccoons, skunk
- Wildlife

The monthly fee will include all planning, monitoring, communications, training, controls, recommendations, evaluation, record-keeping and any other aspects of IPM related to bedbugs and termites. The fee will not include termite and bedbug treatments that are large-scale or building-wide. Additional hourly rates shall be provided on the Bid Response Sheet Attachment H.

If an emergency call-back service (Non-Business Hours) is required as defined by the University of Massachusetts, or an infestation occurs between regularly scheduled visits additional hourly rates shall be provided on the Bid Response Sheet Attachment H.

Prices shall be entered as requested on Bid Response Sheet Attachment H.
All pricing shall include overhead with associated direct costs of insurance and profit.

The Contractor shall assume all costs and responsibilities for all labor, equipment, materials, tools, and vehicles required for the services covered under this document.

Under this contract “Pest Control Services” shall mean the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression.

The Pest Control contractor shall provide “full time pest control services” in all of the Universities Dormitory Buildings and the Universities Food Service locations on a regular weekly basis for the purpose of inspection and treatment of pests. Dormitory Buildings included but not limited to be as follows:

Residence Halls included but not limited to:

- Bourgeois Hall – 60,560 gross square footage
- Concordia Hall – 47,250 gross square feet
- Donahue Hall – 90,000 gross square footage
- Fox Hall – 233,524 gross square footage
- Leitch Hall – 60,560 gross square footage
- Riverview Suites – 174,922 square footage
- Sheehy Hall – 70,000 gross square footage
- University Suites 147,965 gross square footage

Food Dining Facilities included but not limited to be as follows:

- O’Leary Starbucks
- Olney Einstein Bagel
- University Crossing, Crossroads Café
- South Campus Dining Hall
- McGauvran Building

The University is soliciting pricing for the following:

1. Monthly Preventive Maintenance (PM) Services
2. Hourly rates for Non-PM Services (i.e.- per call) – Regular Business Hours
3. Hourly rates for Non-PM Services (i.e.- per call) – Non-Business Hours

Monthly PM pricing must be based on providing service to the campus each week, alternating each week between Res-Life buildings and Food Dining buildings – therefore each building is serviced every other week at a minimum.

All service requests to Academic Buildings will be on a per-call basis, based on the hourly rates proposed in Attachment H.

(A list of the Academic Buildings can be found at <http://www.uml.edu/maps/#/buildings>)

All prices shall be entered as requested on Bid Response Sheet Attachment H.

The Pest Control Contractor shall provide “electronically” all inspection reports to the University’s Operations Manager and also keeps a paper hard copy in the Pest control Binder that remains in the Universities Facilities Office. Pest Control contractor shall also provide preventative measures and recommendations that can be taken to prevent future pest control issues.

The Pest Control Contractor is to coordinate all work with the Universities Operations Manager regarding scheduling, inspections and treatments. The contractor is required to notify the Operation Manager by phone one hour prior to their arrival.

The contractor shall take any and all precautions and use all means necessary to protect all work areas, structures, carpets, floors and all surrounding areas from damage, debris and provide a safe environment in and around the area in which work is being performed.

Contractor must clean area and remove and properly dispose of all materials used in connection with pest control services.

Quarter annual update meetings will be held between Pest Control Contractor Manager and Universities Operations Manager.

STANDARD REQUIREMENTS

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

1. Coordinate all facilities and pest control operation with the Universities Operations Manager or his designee. Arrival and departure must be verified by the Operations Manager or his representative.
2. 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.
3. 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.
4. Parking Regulation & Use of Walkways, etc:
 - a. All Contactor's vehicles and those of their employees working on projects for the University must park in designated areas. Contact Trades or Project Manager for those locations.
 - b. Parking regulations are strictly enforced by Campus Police.
 - c. Vehicular traffic and parking on campus walkways, lawns and gardens is restricted. Unauthorized vehicles will be ticketed and towed.
5. Selection of Contractor's Employees: Personnel operating on campus must be dressed in clean, distinctive uniforms which will readily identify them as Vendor's personnel. Vendor's personnel are expected to conduct operations in an orderly manner so as not to annoy, disturb or be offensive to customers. The University shall have the right to require a change of personnel servicing the University community.
6. Vendor shall obtain background information (SORI) on any applicant or employee

assigned to work at UMass Lowell under this contract. Such background information but not limited to, reference checks and verification of prior employment, and any information relevant to the applicant or employee's reliability and trustworthiness. In addition, Vendor shall perform a criminal record check (CORI) for any employees to determine whether such employee should be assigned to work at UMass Lowell under this contract.

7. Vendors 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 Vendor 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 Vendor.

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 by phone within 15 minutes and be onsite within one (1) hour of initial call as directed.
 - Service Call – Contractor must respond by phone within 15 minutes and establish a mutually agreed arrival time at the facility.

SCHEDULING & COORDINATION

All work shall be coordinated through the Trades Manager, or his representative. Arrival and departure will be verified by the Trades Manager. Business Hours are defined as **MONDAY THROUGH FRIDAY 7:00 AM – 5:00 PM** Non-Business Hours are defined as hours not covered under Business Hours.

Conflicts, if any, which may exist between the above Authorities, will be resolved at the discretion of the University.

Wherever the requirements of these Contract Specifications are more stringent than those of the Authorities above, the most stringent requirements shall govern.

Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work.

CONTRACTOR'S REQUIREMENTS

- 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.
- The Bidder must have adequate Licensed Staffing and equipment to accomplish the work in a timely fashion. UML has the right to require copies of licenses. 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.
- **The University must be able to reach the Contractor by phone at all times 24 hours per day, 7 days per week, and 365 days per year 24 x 7 x365.**
- **The Contractor must respond within 15 minutes of the initial call for whether it be a service call or an emergency call.**

UML will determine the emergency or service call. Contractors will need to respond appropriately in accordance with the following description:

Emergency Call – Contractor must arrive on Campus within one (1) hour of initial call with a qualified licensed 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 – Contractor must respond to initial call and establish a mutually agreed arrival time at the facility with a qualified licensed service person to the location and have a vehicle fully equipped with tools and replacement parts to perform repairs or diagnosis the problem.

- The Contractor must respond to request for quotes within one week of the request.

- 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 D)

RIGHT OF THE UNIVERSITY TO TERMINATE CONTRACT

During the term of the contract the University reserves the right to terminate the contract "for Cause" at any time it is in the best interest of the University to do so. Examples of such causes would be as follow:

- a) Contractors inability to properly staff the job
- b) Contractors inability to perform specified services to the satisfaction of the University
- c) Inability to meet specifications which are outlined in Contractor's Requirements

The University may terminate this contract at their discretion with 30 days written notice to contractor. In the event of Contract termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor, pursuant to this Contract, shall become the property of the University.

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

Bids will be submitted electronically to purchasing@uml.edu. Bidders must submit one (1) Bid 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
- 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) Business Reference Form (Attachment D)
- h) W9- (Attachment F)
- i) Service Price Sheet (Attachment H)

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 in electronic form, no later than 11:00 am on Tuesday, April 19, 2016 to:

[Purchasing@uml.edu](mailto:purchasing@uml.edu)
Attn: Eleni Pigakis
UMass Lowell
Wannalancit Business Center, Suite 415
600 Suffolk Street
Lowell, MA 01854
MARK SUBMITTAL: BID#CL16-EP-0026

Should the University be officially “closed” (see www.uml.edu for closing information) for unforeseen circumstances, the bid will be opened at the same time on the next business day.

PREBID CONFERENCE

All prospective bidders are highly encouraged to attend the Pre-Bid conference that will be held at the Wannalancit Business Center 600 Suffolk St. Suite - 407 Lowell, MA 01854 on April 7, 2016 at 10:00 AM

All Questions should be submitted electronically via email to purchasing@uml.edu no later than Monday, April 11, 2016 at 12:00 PM.

A. DEADLINE FOR RESPONSES

UNIVERSITY must receive all responses to this solicitation at or prior to **11:00 AM (EST) on Tuesday April 19, 2016** 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 contract shall be for a period of one year beginning on or around May 1, 2016 with two (2) one year renewal options.

Either party may discontinue renewal of the contract by notifying the other party of their intentions, in writing, at least ninety (90) days prior to the renewal date.

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 CL15-EP-0058 and its attachments.

D. SELECTION CRITERIA

Although the dollar amount is an important factor in this request; service, quality, and experience will also be considered.

Award of this contract will be based in part, but not limited to the following:

- All requirements under this Invitation are met
- Overall Pricing
- Reporting Capabilities (Paper and Electronic)
- Any Additional Costs
- Experience and Qualifications

The University makes no dollar guarantees for services throughout the duration of this contract resulting from this RFB.

E. BID REJECTION

The University of Massachusetts Lowell reserves the right to award in part or in whole to the best firm/individuals who in the opinion of the University provides the best value based on price and experience with similar assignments.

F. 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. Performance may result in cancellation of the contract.

G. BONDS & INSURANCE

Release of Bid Deposit

All bid deposits of general bidders, except those of the three lowest responsible and eligible general bidders, shall be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the general bids. The bid deposits of the three lowest responsible and eligible general bidders shall be returned upon the execution and delivery of the general contract or, if no award is made, then at the expiration of thirty days after the opening of the bids, Saturdays, Sundays, and legal holidays excluded, unless forfeited by failure to sign the contract as hereinafter provided. All bid bonds shall be retained by the University unless accompanied by a stamped self-addressed envelope.

Basis of Payment

All costs for each service call will be based upon each applicable cost figure, as entered in the Bid Response Section of the document.

The figures entered in the Bid Response Section of this document shall accurately reflect all charges for labor, arrival and departure travel, vehicles, equipment, fuel, shipping, tools, fringe benefits, overhead, insurance, and profit and must be an accurate representation of actual charges (The University is tax exempt).

The Contractor will be reimbursed for services on a Per Call/as needed basis, as directed by the University, in accordance with the figures entered in the Bid Response Section of this document.

Prior to payment, but not more than thirty (30) calendar days after completion of a service call, the Contractor shall submit invoices in such detail as the University may reasonably require. In the event the Contractor will be unable to submit said invoices within said thirty (30) calendar day period, the Contractor shall submit written notification stating the reason for such anticipated delay, to the University Representative within said thirty (30) calendar day period. Said forms and invoices shall be fully and legibly filled out.

H. 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:

- A. The following minimum insurance coverage is required.
 - 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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) per aggregate. The policy shall include or must be endorsed to include the Commonwealth, the University, its Trustees, Officers, servants, and employees as an additional insured. The policy should provide coverage for **assault and battery, abuse, and molestation**
 - Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per accident. The policy must be endorsed to include the University as an additional insured.

- Workers' Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.
 - Professional Liability insurance on a claims made basis, covering claims made during the policy period and reported within (x) years of the date of occurrence. Limits of liability must not be less than \$2,000,000.
- B. All insurance maintained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best's Rating of not less than A- and be reasonably acceptable to the University.
- C. All insurance maintained by the Contractor must include a waiver of subrogation and shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributing. The Contractor shall provide the University, in the manner specified by the section entitled *Notice* in the Contract, written evidence of insurance from the insurer within ten (10) business days prior to the execution of the Contract and annually when the policy is renewed. The Contractor's General Liability Insurance and Automobile Liability Insurance, to the extent these coverage types are required under the Contract, shall include or be endorsed to include the Commonwealth, the University, its Trustees, Officers, servants, and employees as an additional insured. Additional insured status must be evidenced on the certificate of insurance.
- D. The Contractor agrees that within ten (10) days after Contractor's receipt from the applicable insurers of notice of cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the Contract's minimum insurance requirements, said Contractor or its designee will send a copy of such notice to the University in the manner specified by the section entitled *Notice* in the Contract. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the University shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.
- E. Contractor shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that Section requires Contractor to have.
- F. Contractor's and/or Contractor's subcontractor's failure to provide or to continue in full force the insurance that this section requires shall be a material breach of this Agreement and may, at the sole determination of the University, result in termination of this Agreement for cause.

I. PAYMENTS

Payments to the Contractor will be made monthly. At the end of each month, contractor shall present the University with an invoice for payment, which shall be paid within 30 days, provided the work is satisfactory to the University.

J. FEES

The Cost of permits and inspection fees shall be paid by the Contractor, and reimbursed at cost by the University as part of job invoice.

Attachment A FORM FOR GENERAL BID

A. This FORM FOR GENERAL BID and all other documentation required under this document shall be submitted at the time of bid.

Each Bidder shall be responsible for filing in all blank spaces of the FORM FOR GENERAL BID.

The charges listed in this document shall not be exceeded during the initial contract period.

All figures entered in this document shall accurately reflect all charges for labor, arrival and departure travel, vehicles, equipment, tools, materials, shipping, the prevailing wage, fringe benefits, overhead, insurance, bonds, and profit, and must be an accurate representation of actual charges. (The University is tax exempt.)

The contract will be awarded based on the lowest cost per line item. The University reserves the right to award each line item to separate vendors or to group line items together as it determines is in the best interest of the University. The university retains the sole right to determine how line items will be awarded. The university will consider option year costs in their evaluation of the best overall total costs. Since the contract can be awarded on individual line items, vendors are encouraged to bid on as many, or as few, line items as they feel that their company can provide in an efficient, professional manner.

Failure to provide any documentation or information required under this document may result in disqualification of the respective bid.

DOLLAR VOLUME

The University anticipates that the annual volume of business under the contract will be approximately \$50,000.00

Awards may be singular or multiple to a contractor, based on the lowest contract rate.

A. This bid includes addenda numbered _____

B. SEE ATTACHMENT H

The undersigned agrees, if it is selected as general contractor, it will within ten days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a payment bond, with a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and in the sum of fifty (50%) of the contract price, the premiums for which are to be paid by the general contractor and included in the contract price.

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.

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 _____, 2015

(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**

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

BUSINESS REFERENCE FORM

Window Washing Services Contractor: _____

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

2. Reference Name: _____ Contact Person: _____
Address: _____ Tel Number: _____
Description and Dates of Window Washing Services Provided: _____

3. Reference Name: _____ Contact Person: _____
Address: _____ Tel Number: _____
Description and Dates of Window Washing 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 E - 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 HVAC, 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.

B. 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: \$4 per month (\$48 per year)**
- **11-20 hours per week: \$8 per month (\$96 per year)**
- **21-30 hours per week: \$12 per month (\$144 per year)**
- **31-40 hours per week: \$16 per month (\$192 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. **Contractor Identification:** Contractor shall ensure that their employees wear visible identification of the company for which they are working, while on campus. Failure to comply will result in a warning and may lead to removal of the personnel from campus at the contractor's cost.

6. **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.

7. **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.

8. **Safety:** Contractor to maintain an OSHA compliant work area at all times.

9. **Wages:** All contractors are required by State Law to pay prevailing wages when applicable 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

10. **Key Access Guidelines:** Facilities Operations & Services will disperse department keys. Please call extension 978 934 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 driver’s license. Keys must be returned at the end of the business day.

11. **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.

Form **UMW-9**
 University of Massachusetts
 Substitute W-9 Form
 (Rev. December 2012)

**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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust Estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification: _____ (C = Corporation, S = S Corporation, P = Partnership)	
	<input type="checkbox"/> Other (see instructions) _____	
Legal Address (number, Street, and apt. or suite no.):		Remit Address:
City, state, and ZIP code:		

Required	Order Email Address:	Order Fax Number:
	Contact Phone Number:	
	Vendor's preferred method for Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax	

Part I	Taxpayer Identification Number (TIN)
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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.</p> <p>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>	
<p style="text-align: right;">Social security number</p> <p style="text-align: center;"> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </p> <p style="text-align: center;">or</p> <p style="text-align: center;">Employer identification number</p> <p style="text-align: center;"> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </p>	
<p>Vendors: Dunn and Bradstreet Universal Numbering System (DUNS)</p>	
DUNS	

Part II	Certification
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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). <p>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.</p>	

Sign Here	Signature of U.S. person: _____	Date: _____
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If you have questions on completing this form, please contact Vendor Maintenance at: **(978) 934-3470**.
 Upon completion of this form, please return to: University of Massachusetts Department you are doing business with. **(UMLOW)**

Part III	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:	_____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person: For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships: Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person: If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien: Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
 3. The IRS tells the requester that you furnished an incorrect TIN,
 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).
- Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9. Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN: If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding: If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information: Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs: If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole Proprietor: Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited Liability Company (LLC): Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other Entities: Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.
Other payees that may be exempt from backup withholding include:
 6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for:	THEN the payment is exempt for:
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 (1)	Generally, exempt payees 1 through 7(2)

(1) See Form 1099-MISC, Miscellaneous Income, and its instructions.

(2) However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. **Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United State Office of Management and Budget (OMB) requires all vendors that receive federal grants have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one on-line at www.DNB.com under the DNB D-U-N Number Tab.

Signature requirements: Complete the certification as indicated in 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew

members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester	
For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee (1) The actual owner (1)
5. Sole proprietorship or disregarded entity owned by an individual	The owner (3)
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity (4)
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

- List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- Circle the minor's name and furnish the minor's SSN.
- You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Attachment G

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: (Start Date) To: (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)

CONTRACTOR
_____ (Name)

Sig: _____

Sig: _____

Name: _____

Name: _____

Title: _____
(Authorized University Official)

Title: _____

Sig: _____

Name: _____

Title: _____

Sig: _____

Name: _____

Title: _____

