REQUEST FOR BID

UNIVERSITY CONTRACT FOR MOVING SERVICES
CL16-EP-0034

RFB CL16-EP-0034

SUBMITTED BY THE LOWELL PURCHASING DEPARTMENT
Sealed bid proposals for the Moving Services Contract will be received by the Commonwealth of Massachusetts, University of Massachusetts Lowell.

Sealed bids for the General Contract must be submitted on a form furnished by the University and will be received no later than 11:00 A.M., EST on March 29, 2016.

General Bids shall be accompanied by a bid deposit that is not less than 5% of the annual estimated cost of $100,000.00. The bid deposit may be in the form of a certified, treasurer’s checks, or cashier’s check from a responsible bank or trust company payable to the awarding authority; cash; or bid bond from a licensed surety M.G.L. c. 149, §44B (2).

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

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

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

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

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

Attachment A – Form for General Bid (Price Sheet and Sample Proposal)

Attachment B – Certificate of compliance with State Law & Unemployment Compensation Contribution Requirements

Attachment C – Certification of Non Collusion

Attachment D – University of Massachusetts Lowell Contractors Rules & Regulations

Attachment E – Business Reference Form

Attachment F - Prevailing Wage Rate Sheets

Attachment G – University of Massachusetts Contract for Services

Attachment H – W-9

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.

All Responses must be presented using the same numbering and ordering sequence used in this RFB or as otherwise specified.

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.

**STANDARD REQUIREMENTS**

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

Coordinate all facilities operations and maintenance items with the UMass Lowell Manager or designee. Arrival and departure must be verified by the UMass Lowell Manager.

Each Bidder shall have performed the type of work specified in this document for a period of at least five (5) years and shall be able to substantiate the work through a list of clients for whom such work has been performed.

In case of emergency contractors are to call University Police at (978) 934-2394 and Environment Emergency and Management (EEM) Richard Lemoine, at (978) 934-2618.

If hazardous (or suspicious) materials are encountered on site, contact the Environment Emergency and Management (EEM) Department and the UML Trades or Project Manager immediately.

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.

Vendor shall obtain background information (S ORI) on any applicant or employee assigned to work at UMass Lowell under this contract. Such background information should include, 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.

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.

**SCOPE OF WORK**

The purpose of this procurement is for the University to establish a Moving Services Contract with a Contractor who is capable of performing moving services at any time when the University does not have the available resources to do so. Moves could include office furnishings, educational equipment, lab equipment, etc. These on call services could include anything from single office, staff move to entire or multiple departments, dorm furnishings. Services may also include storage, rental and disposal costs.

The Contractor shall assume all costs and responsibilities for all new materials, labor, equipment, materials, tools, and vehicles required for the services covered under this document. The University will not provide any labor, equipment, tools, or vehicles nor assist with nor accept responsibility for any of the covered services. However, the University reserves the right to purchase material or rent equipment needed for specific jobs with the Contractor only to provide labor. The University Representative will accompany the Contractor to the work area and will provide access to the worksite.

The Contractor shall notify the University Representative of any project related discrepancies found during performance of the work. Prior to commencing any work which incurs additional cost for a project, a separate Delivery/Order Form, detailing the additional cost, shall be prepared and approved by both the University and the Contractor.

The Contractor’s service personnel shall meet with the University Representative at the beginning and at the end of each work shift, to discuss the work and to verify and seek approval for the services performed during each visit to the University.

Prior to commencing work at each work site, a specific estimate and work schedule shall be prepared and agreed upon by the University and the Contractor.

Prior to commencing work at each work site, a meeting shall be held at the respective work site with the University Representative and the Contractor, to establish work limits, to detail the scope of work, to establish the actual quantities of items to be moved, to establish a cost estimate, and to establish a work schedule. Said meeting shall also determine all equipment required to perform the work; the need, location, and coverage area of isolation barriers; any other issues or factors necessary to minimize interference with the University’s operation and the Contractor’s performance.
The Contractor shall cooperate with the University to minimize conflict and to facilitate the University occupant’s operations.

The University reserves the right to designate a representative to monitor the Contractor’s work.

The Contractor shall immediately notify the University Representative, both verbally and by a follow-up letter, of any discrepancies found during performance of any services, which may adversely affect the execution of the contract, which may include actual or potential damage, hazard, or impairment to the University’s operation. Any additional cost to the University shall be subject to the approval of the University Representative.

The Contractor shall be responsible for verifying exact locations, dimensions, measurements, and other data, which may affect the services performed under the contract.

Any breakage or damage occurring during the performance of any work shall be promptly repaired or replaced by the Contractor, at no additional cost and to the University’s satisfaction.

Failure of the Contractor to meet all requirements of this section shall be cause for termination of the contract.

**WAGE SCHEDULE**

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

Prevailing wages will remain firm throughout the contract period.

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

Claims and disputes pertaining to the classification of labor or wage determinations made by the Commissioner of Labor and Industries must be presented by appeal filed with the Department of Labor and Industries within three days from the date of the first advertisement or call for bids, in the manner provided by General Laws, Chapter 149, Section 27A.

**CONTRACTOR’S REQUIREMENTS**

Each Bidder shall have performed the type of work specified in this document for a period of at least five (5) years and shall be able to substantiate the work through a list of clients for whom such work has been performed.

Authorized personnel of the Contractor must be capable of being reached by telephone or beeper at all times. The University requires a response time for Emergencies of fewer than four (4) hours, and a response time for regular maintenance of under forty-eight (48) hours.
The Contractor should provide a list of at least three (3) references for which the Contractor has performed similar services to those specified. (Attachment E)

The University of Massachusetts Lowell Contractor Rules & Regulations are (Attachment D)

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 the University.

SUBCONTRACTING WORK

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

RIGHT OF THE UNIVERSITY TO TERMINATE CONTRACT

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

The University may terminate the contract if the Contractor fails to fulfill the required obligations or fails to comply with the contract provisions by giving written notice to the Contractor at least seven (7) calendar days prior to the effective date of termination stated in the notice.

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

In the event of contract termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor, pursuant to the contract, shall become the property of the University.
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 ion, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
BID RESPONSE REQUIREMENTS

A. REQUIREMENTS

In order to promote consistent responses and facilitate the selection process, responses must be organized to include the following sections and information:

1. A cover letter introducing the firm and including the name, address and telephone number of corporate headquarters and the local office.

2. The name, telephone number and email address of the individual who will be the primary contact with the University.

3. Manpower capabilities of your firm, including:
   - Number of full-time professionals currently employed who will be assigned to the project(s).
   - Credentials of personnel currently employed by the firm
   - Any person assigned to our Campus must pass CORI and SORI background checks

4. Bid Package forms

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

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

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

Responses must be SUBMITTED ELECTRONICALLY to: Purchasing@uml.edu

or dropped off at the Purchasing Department

Wannalancit Mills
600 Suffolk Street – Suite 415
Lowell, MA 01854
B. DEADLINE FOR RESPONSES

UNIVERSITY must receive all responses to this solicitation at or prior to 11:00 AM (EST), on Tuesday, March 29, 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.

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.

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

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 CL16-EP-0034 and its attachments.

D. SELECTION CRITERIA

The purpose of this RFB is to establish a Move Services contract that the University can use to obtain needed services in a cost-effective manner.

All mandatory requirements must be met. As previously stated in this RFB, the University makes no dollar guarantees for services throughout the duration of this contract resulting from this RFB.
Awards shall be to the proposer who the University, in its opinion, deems responsive and responsible taking into consideration pricing, reliability of the proposer and the qualities of service.

Specifically, the following evaluation criteria will be used:

- Price
- Completeness of the Proposal
- Prior experience in contracts of similar size and scope
- Time for Response (14 day removal response to include a 7 day proposal response)
- References

**E. TERM OF CONTRACT AND OPTION TO EXTEND**

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

**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. Poor 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 are 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.

**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:
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.

- 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 claim 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.

- 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.

- 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.

- 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.

- Contractor shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that Section requires Contractor to have.

- 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

The figures entered in the Bid Response Section of this document shall accurately reflect all charges for labor, travel expenses, 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).

Payments to the Contractor will be made monthly on a per-job basis. At the completion of a job the Contractor shall present the University with an invoice and Weekly Payroll Report Forms. Payment shall be paid within 30 days, provided the work is satisfactory to the University.

The Contractor shall submit project specific Invoices and Weekly Payroll Report Forms in such detail as the University may reasonably require, not more than thirty (30) calendar days after completion of a service call. In the event the Contractor will be unable to submit said forms and invoices within said thirty (30) calendars day period, the Contractor shall submit written notification stating the reason for such anticipated delay, to the University Representative within said thirty (30) calendars day period.

Said forms and invoices shall be fully and legibly filled out. Invoices must be itemized with date (or dates) of service listed. Separate invoices must be submitted for each project (regardless of whether work was performed on multiple projects on the same day). Any invoice not submitted in the proper format, will be returned to the Contractor.

The Weekly Payroll Report Forms and invoices shall show, as a minimum, the contract number, the names(s) and trade labor classifications(s) of the individual(s) performing the services, the dates, hours, description, and location of the services performed, units of measurement, unit prices, the total cost for each service call, and all other information pertinent to each associate form and invoice.
The University will withhold payment until completion of the respective work or services, including receipt of all submittals, as required under all sections of this document, and upon approval of the respective work or services, by the University Representative.

All invoices and shall be submitted electronically to: FM_Procurement@uml.edu

All Weekly Payroll Report Forms shall be submitted electronically to: certified_Payroll@uml.edu

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 (Price Sheet and Sample Project Proposal)

The undersigned proposes to furnish all labor, tools, equipment, and vehicles required for: Moving Services, Contract Number, CL16-EP-0034 at the University of Massachusetts Lowell, 600 Suffolk St, Lowell, MA in accordance with specifications prepared by University of Massachusetts Lowell, for the contract price specified below. All contractors must base their contract price at the standard hourly rates for regular time.

Addend as need to be acknowledged in the section below:

This bid includes addenda numbered ________________________________

Moving Office Furniture (Prevailing Wage Rates) services Monday–Friday 7AM-5PM Please review Basis of Payment on Page 13

The hourly labor price is to include prevailing wage rate, travel expenses, vehicles, equipment, consumable and incidental materials, tools, shipping, fringe benefits, overhead, bonds, insurances, taxes, overhead and profit, to compensate for moving services performed during normal work hours.

The hourly labor rates, on a per person basis, for moving services performed during weekday hours are:

- Office Moves Truck Size (range to 24 ft) $_____________ per hour
- Office Moves Truck Size (range over 24 ft) $_____________ per hour
- Office Moves to Storage Truck Size (range to 24 ft) $_____________ per hour
- Office Moves to Storage Truck Size (range over 24 ft) $_____________ per hour

Moving Office Furniture (Prevailing Wage Rates) services Monday–Friday 5:01PM-6:59AM

The hourly labor price is to include prevailing wage rate, travel expenses, vehicles, equipment, consumable and incidental materials, tools, shipping, fringe benefits, overhead, bonds, insurances, taxes, overhead and profit, to compensate for moving services performed during normal work hours.

The hourly labor rates, on a per person basis, for moving services performed during weekday hours are:

- Office Moves Truck Size (range to 24 ft) $_____________ per hour
- Office Moves Truck Size (range over 24 ft) $_____________ per hour
- Office Moves to Storage Truck Size (range to 24 ft) $_____________ per hour
Office Moves to Storage Truck Size (range over 24ft) $__________per hour

**Moving Office Furniture (Prevailing Wage Rates) services Weekends/Holidays**

The hourly labor price is to include prevailing wage rate, travel expenses, vehicles, equipment, consumable and incidental materials, tools, shipping, fringe benefits, overhead, bonds, insurances, taxes, overhead and profit, to compensate for moving services performed during normal work hours.

The hourly labor rates, on a per person basis, for moving services performed during Weekends/Holidays are:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Moves Truck Size (range to 24 ft)</td>
<td>$__________per hour</td>
</tr>
<tr>
<td>Office Moves Truck Size (range over 24 ft)</td>
<td>$__________per hour</td>
</tr>
<tr>
<td>Office Moves to Storage Truck Size (range to 24 ft)</td>
<td>$__________per hour</td>
</tr>
<tr>
<td>Office Moves to Storage Truck Size (range over 24 ft)</td>
<td>$__________per hour</td>
</tr>
</tbody>
</table>

**Moving (Non-Prevailing Wage Rates) services Monday-Friday 7AM-5PM**

Please review Basis of Payment on Page 13

The hourly labor price is to rate, travel expenses, vehicles, equipment, consumable and incidental materials, tools, shipping, fringe benefits, overhead, bonds, insurances, taxes, overhead and profit, to compensate for moving services performed during normal work hours.

The hourly labor rates, on a per person basis, for moving services performed during weekday hours are:

<table>
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</tr>
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</tr>
<tr>
<td>Office Moves to Storage Truck Size (range over 24 ft)</td>
<td>$__________per hour</td>
</tr>
</tbody>
</table>

**Moving (Non-Prevailing Wage Rates) services Monday-Friday 5:01PM-6:59AM**

The hourly labor price is to rate, travel expenses, vehicles, equipment, consumable and incidental materials, tools, shipping, fringe benefits, overhead, bonds, insurances, taxes, overhead and profit, to compensate for moving services performed during normal work hours.

The hourly labor rates, on a per person basis, for moving services performed during weekday hours are:
Office Moves Truck Size (range to 24 ft) $______________ per hour

Office Moves Truck Size (range over 24 ft) $______________ per hour

Office Moves to Storage Truck Size (range to 24 ft) $______________ per hour

Office Moves to Storage Truck Size (range over 24 ft) $______________ per hour

**Moving (Non-Prevailing Wage Rates) services Weekend/Holidays**

The hourly labor price is to rate, travel expenses, vehicles, equipment, consumable and incidental materials, tools, shipping, fringe benefits, overhead, bonds, insurances, taxes, overhead and profit, to compensate for moving services performed during normal work hours.

The hourly labor rates, on a per person basis, for moving services performed during Weekends/Holidays are:

Office Moves Truck Size (range to 24 ft) $______________ per hour

Office Moves Truck Size (range over 24 ft) $______________ per hour

Office Moves to Storage Truck Size (range to 24 ft) $______________ per hour

Office Moves to Storage Truck Size (range over 24 ft) $______________ per hour

**Packing Professional**

$______________

**Disposal fee per ton**

$______________

**Storage fees per cubic ft.**

Climate controlled facility up to 0-5000 cubic ft. $______________

Climate controlled facility above 5000 cubic ft. $______________

**Equipment charges**

The Bidder shall enter, in ink, in the appropriate space provided below, respective charges for moving service equipment.

The charges entered under this section reflect full compensation for the cost of equipment, travel expenses, vehicles, consumable and incidental materials, tools, shipping, overhead, bonds, insurance, and profit, to compensate for moving services performed.
The charges for moving services equipment are:

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Moving Equipment</td>
<td>$_______ per hour for 1 truck &amp; Equipment</td>
</tr>
<tr>
<td>Crate rental per week</td>
<td>$_______</td>
</tr>
<tr>
<td>Dolly rental per week</td>
<td>$_______</td>
</tr>
<tr>
<td>Crate delivery charge (If Applicable)</td>
<td>$_______</td>
</tr>
<tr>
<td>Crate pick-up charge</td>
<td>$_______</td>
</tr>
<tr>
<td>Charge for lost crate</td>
<td>$_______</td>
</tr>
<tr>
<td>Charge for lost dolly</td>
<td>$_______</td>
</tr>
<tr>
<td>Cost per keyboard bag</td>
<td>$_______</td>
</tr>
<tr>
<td>Cost per pack of 100 moving labels</td>
<td>$_______</td>
</tr>
<tr>
<td>Cost for cardboard boxes (Commercial)</td>
<td>$_______</td>
</tr>
</tbody>
</table>

Follow this link to access Campus Maps: [http://www.uml.edu/maps/#/buildings](http://www.uml.edu/maps/#/buildings)

**PLEASE NOTE:**
NEXT SECTION MUST BE FILLED OUT (SAMPLE PROJECT PRICE SHEET) IN ORDER FOR BID TO BE ACCEPTED.
## Sample Projects

<table>
<thead>
<tr>
<th>Project #</th>
<th>Building From</th>
<th>Room/ Floor From</th>
<th>Access (From)</th>
<th>Building To</th>
<th>Room/ Floor To</th>
<th>Access (To)</th>
<th># of Keyboard Bags</th>
<th># of Boxes</th>
<th># of Crates</th>
<th># of Crate Dollies</th>
<th>Length of crate rental</th>
<th>Move Date &amp; Time</th>
<th># of Movers</th>
<th># of Hours</th>
<th>Cost per hour</th>
<th>Extended Cost (Labor &amp; Materials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Southwick Hall</td>
<td>302</td>
<td>Yes</td>
<td>No</td>
<td>Cumnock</td>
<td>202</td>
<td>No</td>
<td>Yes</td>
<td>1</td>
<td>N/A</td>
<td>15</td>
<td>2 weeks</td>
<td>Yes</td>
<td>4</td>
<td>No</td>
<td>Executive Desk (Image# 1), File Cabinets (Image# 2), and contents of office including 1 computer Monday - Friday, 9 am - 5 pm</td>
</tr>
<tr>
<td>2</td>
<td>Olsen Hall</td>
<td>512</td>
<td>No</td>
<td>Yes</td>
<td>University Crossing</td>
<td>327</td>
<td>Yes</td>
<td>Yes</td>
<td>10</td>
<td>10</td>
<td>3</td>
<td>3 weeks</td>
<td>Yes</td>
<td>10</td>
<td>No</td>
<td>7 Lab Stools (Image# 3), 3 Metal Shelving units &amp; contents (Image# 4) Monday - Friday, after 5 pm</td>
</tr>
<tr>
<td>3</td>
<td>Fox Hall</td>
<td>15th</td>
<td>Yes</td>
<td>Yes</td>
<td>Riverview Suites</td>
<td>2nd</td>
<td>No</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>No</td>
<td>10</td>
<td>No</td>
<td>10 Student Beds (frames/ends, springs, mattresses) (Image# 5) Monday - Friday, 10 am - 2pm</td>
</tr>
<tr>
<td>4</td>
<td>Wannalancit Mills</td>
<td>450</td>
<td>Yes</td>
<td>Yes</td>
<td>Southwick Hall</td>
<td>340</td>
<td>Yes</td>
<td>No</td>
<td>5</td>
<td>N/A</td>
<td>28</td>
<td>7</td>
<td>No</td>
<td>20</td>
<td>Yes</td>
<td>3 Task Chairs (Image# 9), 2 Modular Desks(Image# 10), Area Rug (Image# 12), Office contents including 5 computers Saturday, 9 am - 5 pm</td>
</tr>
<tr>
<td>5</td>
<td>Coburn Hall</td>
<td>206</td>
<td>No</td>
<td>No</td>
<td>Dargin</td>
<td>4th</td>
<td>No</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>No</td>
<td>10</td>
<td>No</td>
<td>20 Tablet Arm Chairs (Image# 13) Sunday, after 5 pm</td>
</tr>
<tr>
<td>6</td>
<td>Health &amp; Social Sciences Building</td>
<td>300 - 325</td>
<td>No</td>
<td>Yes</td>
<td>Pasteur</td>
<td>414 -450</td>
<td>No</td>
<td>No</td>
<td>50</td>
<td>20</td>
<td>100</td>
<td>25</td>
<td>No</td>
<td>10</td>
<td>Yes</td>
<td>Contents only: 100 crates, 50 computer station setups (CPU, Monitor, Docking station, Phone), 60 chairs, 50 person size trash and recycle bins Monday - Friday, 9 am - 5 pm</td>
</tr>
<tr>
<td>7</td>
<td>Inn &amp; Conferenc e Center (ICC)</td>
<td>5th</td>
<td>Yes</td>
<td>Yes</td>
<td>Concordia</td>
<td>1st</td>
<td>No</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>No</td>
<td>10</td>
<td>Yes</td>
<td>4 Student Desks (Image# 17) Monday - Friday, after 3 pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4 Wardrobes (Image# 18)</td>
</tr>
</tbody>
</table>

**SAMPLE PROJECT PRICE SHEET**
Sample Project Images

Image#1

Image#2

Image#3

Moving Services Contract
Sample Project Images

Image#4

Image#5

Image#6
Sample Project Images

Image#7

Image#8

Image#9
Sample Project Images

Image#10

Image#11

Image#12

Image#13
Sample Project Images

Image#14

Image#15

Image#16

Image#17

Image#18

Moving Services Contract
The awarding Contractor must agree to comply with all applicable Prevailing Wage Rates for moving of office furniture. By signing this form, the Contractor agrees to pay the applicable Prevailing Wage Rate.

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 ___________________, 2013

(Name of General Bidder

By: ______________________________
   (Signature)

By ______________________________
   (Print Name and Title)

_________________________________________________
   (Business Address)

_________________________________________________
   (City and State)

_________________________________________________
   (Federal Employment Identification #)

Telephone: ______________________________

Fax #: ______________________________

Email Address: ______________________________
Attachment B - CERTIFICATE OF COMPLIANCE WITH STATE TAX LAW AND UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS

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

I _____________________________, authorized signatory for

____________________________________ whose principal place of

business is located at __________________________
do hereby certify under

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

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

payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

________________.

Signed under the penalties of perjury this _______day of ______________.

________________

Authorized Signature*

________________

Title

*must be signed in ink
Attachment C – CERTIFICATION OF NON COLLUSION

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

____________________________ _________________________
Authorized Signature* Date

____________________________
Printed Name of person signing bid or proposal*)

(Name of business)

*must be signed in ink
Attachment D – UNIVERSITY OF MASSACHUSETTS LOWELL CONTRACTOR RULES & REGULATIONS

**Purpose:** To establish guidelines for all contractors and vendors performing work at the University for the Office of Facilities Management and Planning, 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 regular University business hours. 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. Contractor will be responsible for any University security escorts needed for the Contractor accessing occupied spaces during off-hours.

2. **Shutdowns & Disruptions:** All work requiring the impairment of a system (fire alarm, sprinkler, water, power, etc.) is required to follow the “Instructions for Requesting a System Impairment”. These instructions can be found at [http://www.uml.edu/EEM/Life-Safety-Systems/default.aspx](http://www.uml.edu/EEM/Life-Safety-Systems/default.aspx)

3. **Parking & Deliveries:** Contractors shall observe all University parking regulations and are liable for any parking violations. Contractors shall make arrangements in advance with their assigned Facilities manager for temporary parking permits, hang tags, or gate access cards, if available. 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. To get a UMass Lowell UCARD and parking, complete the Request for Services for Vendors/Visitors/Volunteers Form found at [http://www.uml.edu/UCAPS/Forms.aspx](http://www.uml.edu/UCAPS/Forms.aspx)

4. **Key Access:** Facilities Operations & Services will distribute keys. Please call 978-934-2601 with your request at least 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.

5. **Conduct:** Contractors are expected to exhibit the highest standards of professional behavior while performing work for the University and while on University property. 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. UMass Lowell is a smoke-free campus and no smoking will be allowed on University property. 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. Work within student living areas will require background checks. Any inappropriate behavior may lead to removal of the Contractor.

6. **Contractor Identification:** Contractors 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.

7. **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. Contractors will be responsible for reporting and repairing any damage to University property caused by their (or their subcontractor(s) or vendor(s)) employees or equipment.

8. **Tree Protection and Fencing:** Tree protection fencing (extending 1.25 ft per inch of trunk diameter or 6 ft, whichever is greater) must be installed around all existing trees to remain on plans within the fenced staging area. Area within tree protection fencing must be mulched with shredded bark or wood chips to a thickness of 4” and is off limits for the remainder of the project. Fencing must be installed before any equipment arrives or work starts. Fence shall be maintained for the duration of the project and not removed without UML permission. Contractor will be required to pay for tree replacement and/or soil compaction remediation costs if there is any incursion into tree protection zones.
Safety: Contractor to maintain an OSHA compliant work area at all times and submit OSHA-10 Training paperwork for employees to the EEM (Environmental and Emergency Management) Office via their Facilities Manager.

Certified Payroll: All contractors are required by State Law to pay prevailing wages on all work done for the University, subject to audit by the Inspector General of the Commonwealth of Massachusetts. Contractors are also required to submit weekly certified payrolls to the contracting agency. For additional information, see www.mass.gov/dos/pw/index.htm. Contractors shall submit certified payroll electronically to certifiedpayroll@uml.edu. The email subject line must include the vendor name and applicable UMass Lowell Bid# and Project FMP#.

Logistics Plan: Contractors shall present a logistics plan to the Facilities manager for review prior to starting work. The logistics plan shall address vehicle delivery routes, traffic plan, noise and dust control, securing the jobsite area, Police and Fire details needed (Contractor is responsible for any required police and fire details), etc. Contractor is responsible for contacting DigSafe, as needed.

Utilities: Contractor is responsible for temporary utilities to the work area. If the work area is within an existing University building, the Contractor may use the building’s power. The Contractor will be held responsible for any misuse of the University’s utilities.

Clean-up: A neat and orderly work zone 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.

Tools, Equipment, and Staging: Contractors are expected to be self-sufficient and provide all tools and equipment necessary for their work. Storage of any tools or equipment on University property must be pre-approved. Contractor is responsible for securing of their tools and equipment.

Permitting Process & Inspection Request Forms: Contractors are responsible for any and all permitting associated with their scope of work and should confirm and coordinate these requirements with their UMass Lowell Facilities Project Manager and UMass Lowell EEM (Environmental and Emergency Management) Office. For example, building permits, trenching and hot work permits, etc.). Specifically for the construction permitting and inspection process, the Contractor shall follow the “Building Permit Application Process” outlined at http://www.uml.edu/EEM/Life-Safety-Systems/default.aspx

Emergency Situations: In case of emergency, contact Campus Police at (978) 934-4911 and notify your Facilities Manager as soon as possible.

Emergency Contact Information: The Contractor must provide the University with an emergency contact number of a responsible person for after-hours emergencies. This information must be provided prior to the start of work.

Unforeseen Conditions: Contractors must contact their Facilities manager immediately upon encountering unforeseen conditions and work together to resolve. If hazardous materials are encountered, notify your Facilities representative immediately and the Environmental and Emergency Management (EEM) at 978-934-2618.

UML Forms C1 to C5 (when required by contract): For bid projects, these forms are Contractor initiated and to be submitted with the following number of original copies to UML: C1 Change Order (3 copies); C2 Pay App (1 copy); C3 Substantial Completion (3 copies); C4 Retainage Release (1 copy); and C5 Final Completion (3 copies)

Project Closeout (when required by contract): Contractors shall provide the University with a complete O&M package, including, at a minimum, the O&M binder, as-built drawings, and a final finish schedule. All documentation shall be submitted in both hardcopy and electronic form. Electronic files should be in both the original source document format (Revit, Word, Excel, CAD files, etc.) and pdf formats. AutoCAD files should be in most current AutoCAD release and should include the CTB files. All Xrefs should be bound in all Auto-CAD files prior to delivery.

The Contractor’s closeout package is also required to include any University specific closeout forms (as required, depending on project scope). For example, the UMass Lowell Refrigerant Equipment Inventory Form, UMass Lowell Combustion Equipment Inventory Form and the UMass Lowell Equipment Information Input Sheet. These forms can be found at www.biddocsonline.com/elibrary/. Select UMASS Lowell Design and Construction Library and then go to “Forms” from the left side menu.
Equipment Information Input Sheet: The Contractor’s closeout package shall include the preparation of equipment and preventive maintenance data in a format suitable for entry into CAMIS. The data shall be submitted on the UMass Lowell Equipment Information Input Sheet and shall be completed for all equipment identified on the initial submittal logs by UMass Lowell on a project by project basis. The UMass Lowell Equipment Information Input Sheet shall be submitted electronically in the original source document working file format (MS Excel).

21. **Preventive Maintenance:**
   A. Contractor shall be responsible for preventive maintenance to any equipment started up and used during the construction period.
   B. Contractor shall be responsible for preventive maintenance on installed equipment until all of the following conditions are met:
      i. Training for the equipment with the UMass Lowell Operations & Services team is completed.
      ii. As-buils and operation manuals are submitted and approved by the registered designer of record and UMass Lowell.
      iii. Commissioning reports are accepted by the registered designer of record and UMass Lowell.
   C. Contractor shall be responsible for any impact to the warranty of the Equipment due to the Contractor’s preventive maintenance.

22. **Warranty Coverage:** The project warranty starts upon Substantial Completion. The Contractor is responsible for supplementing warranties, as needed, to ensure that all warranties commence at Substantial Completion or at the end of Commissioning (if required), whichever occurs later.
Attachment E – BUSINESS REFERENCE FORM

Business Reference Form

Roof Contractor: _______________________________________________________________

1. Reference Name: _______________ Contact Person: _______________
   Address: ___________________________ Tel Number: _______________
   Description and Dates of Moving Services Provided: _________________________
   __________________________________________________________________________
   __________________________________________________________________________

2. Reference Name: _______________ Contact Person: _______________
   Address: ___________________________ Tel Number: _______________
   Description and Dates of Moving Services Provided: _________________________
   __________________________________________________________________________
   __________________________________________________________________________

3. Reference Name: _______________ Contact Person: _______________
   Address: ___________________________ Tel Number: _______________
   Description and Dates of Moving 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.
THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
Prevailing Wage Rates

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary

WILLIAM D. MCKINNEY
Director

Awarding Authority: University of Massachusetts Lowell

Contract Number: CL16-EP-0034

Description of Work: Moving Office Furniture and Fixtures

City/Town: LOWELL

Job Location: 1 University Avenue Lowell, MA 01854

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

• This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.

• An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.

• The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

• All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.

• The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.

• Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.

• Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.

• Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

• Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 03/09/2016

Wage Request Number: 20160309-060
<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVING HELPER MOVE OFFICE FURNITURE LOCAL 82</td>
<td>04/01/2015</td>
<td>$23.83</td>
<td>$14.94</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$38.77</td>
</tr>
<tr>
<td>MOVING INSTALLERS MOVE OFFICE FURNITURE LOCAL 82</td>
<td>04/01/2015</td>
<td>$23.88</td>
<td>$14.94</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$38.82</td>
</tr>
<tr>
<td>MOVING PACKER/CRATER MOVE OFFICE FURNITURE LOCAL 82</td>
<td>04/01/2015</td>
<td>$23.88</td>
<td>$14.94</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$38.82</td>
</tr>
<tr>
<td>STRAIGHT TRUCK DRIVER (MOVING) MOVE OFFICE FURNITURE LOCAL 82</td>
<td>04/01/2015</td>
<td>$24.33</td>
<td>$14.94</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$39.27</td>
</tr>
<tr>
<td>TRAILER DRIVER (MOVING) MOVE OFFICE FURNITURE LOCAL 82</td>
<td>04/01/2015</td>
<td>$24.63</td>
<td>$14.94</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$39.57</td>
</tr>
</tbody>
</table>

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.) Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.
This agreement is made, entered into, and effective on ________________ by and between the University of Massachusetts, _________________________(Campus), (hereinafter called “University”), an agency of the Commonwealth of Massachusetts and____________________, (Contractor’s legal name and address) (hereinafter called the “Contractor” and collectively the “Parties”).

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

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

____________________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________

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

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

_________________________________________________________________________________________________. All amendments attached hereto must be specifically labeled (e.g. “Attachment B, Amendment No. 1, consisting of ‘n’ pages”).

3. Dates of Performance:

From: ________________ To: ________________.

(Start Date) (Completion Date)

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

_____________________________________________________. (Name and Title)

5. Payment:

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

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

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

D. Reimbursement for Travel and Other Contractor Expenses:

N/A All travel and meals are part of this Contract. No reimbursement will be made.

N/A 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.

N/A Contractor will be reimbursed for OTHER expenses in an amount not to exceed $ __________________. OTHER Expenses shall be limited to: __________________. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
E. The total of all payments made against this Contract shall not exceed $_________________________.

F. The University’s payment terms are net thirty (30) days from the date of receipt of Contractor’s invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.

6. Certification. Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

7. Conflict of Interest. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

8. Compliance With Laws. Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.

9. Independent Contractor Status. The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

10. Contractor’s Qualifications and Performance. In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. Termination:

A. Without Cause. This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

B. With Cause. If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

12. Obligations in Event of Termination:

A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.

B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified...
herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

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

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

18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.

19. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys’ and experts’ fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.

25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties’ authorized representatives and in compliance with all other regulations and requirements of law.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

   **To the University:**

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

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

**UNIVERSITY OF MASSACHUSETTS**

__________________________ (Campus)

Sig: ___________________________

Name: ___________________________

Title: ___________________________

(Authorized University Official)

UNIVERSITY OF MASSACHUSETTS

__________________________ (Campus)

Sig: ___________________________

Name: ___________________________

Title: ___________________________

_________________________________(Name)

Sig: ___________________________

Name: ___________________________

Title: ___________________________
# Request for Taxpayer Identification Number and Certification

## Part I  Taxpayer Identification Number (TIN)

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.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

### Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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

## Part II  Signature of U.S. person:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

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

- [ ] IRS TIN Matching
- [ ] OFAC

**Signature**

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>

University of Massachusetts at Lowell Substitute W-9

Cat. No. 10231X

Form UMW-9 (Rev. 12-2012)
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 dividend accounts opened after 1983 only).
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 403(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.

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

(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 States 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.

1. 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.

2. 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.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. 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).

5. 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.

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

1. 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.

2. Circle the minor’s name and furnish the minor’s SSN.

3. 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.

4. 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 w ww.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.